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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AW 249231

24/12/25
Q-213444663/25

certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with the document are the part of this document.

District Sub-Register-III
Alipore, South 24-parganas

24/12/25

DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT WITH POWER OF ATTORNEY is made this the 22nd day of December, Two Thousand and Twenty Five (A.D.);

Page 1 of 24

1493

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No..... Rs. 100/- Date.....

Name :

Address :

Vendor :

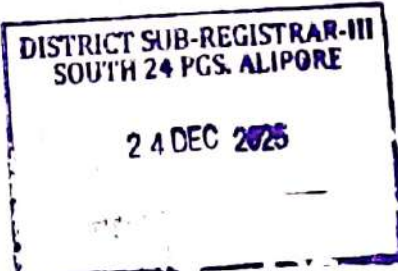
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, Kol-27

Sukumar Das
Advocate
High Court, Calcutta



Identified by me.

Sukumar Das
Adv.

High Court, Calcutta

BETWEEN

(1) **SRI RAMA PRASAD CHAKRABORTY** (PAN# ADWPC4249A, DOB#23.01.1956, AADHAAR# 5382 1892 1635), son of Late Santi Ranjan Chakraborty, (2) **SRI SANTANU CHAKRABORTY** (PAN# AEIPC4788D, DOB#30.03.1972, AADHAAR# 9193 4300 0029), son of Late Pabitra Ranjan Chakraborty, (3) **SRI NANDAN BISWAS** (PAN# AFJPB7220D, DOB#10.10.1965, AADHAAR# 4250 7159 1011), son of Late Shekhar Biswas and husband of Late Susmita Biswas, (4) **SRI DEEPANJAN BISWAS** (PAN# BZZPB9662C, DOB#18.08.1994, AADHAAR# 3022 6049 3253), son of Late Susmita Biswas, (5) **SMT. GOURI CHAKRABORTY** (PAN# CDUPC0839C, DOB#21.04.1950, AADHAAR# 2987 1354 1121), wife of Late Nitya Ranjan Chakraborty, (6) **SMT. PHULRANI CHAKRABORTY** (PAN# CCLPC0332C, DOB#18.03.1980, AADHAAR# 2364 8513 7203), wife of Late Debasish Chakraborty and (7) **SRI SUBHASISH CHAKRABORTY** (PAN# ALKPC9888K, DOB#13.09.1978, AADHAAR# 6863 7290 2145), son of Late Nitya Ranjan Chakraborty, all by faith Hindu, by Nationality Indian, by occupation landowners, all of 51, Bansdroni Government Colony, Post Office and Police Station Bansdroni, Kolkata 700 070, District South 24-Parganas, WEST BENGAL, hereinafter jointly called and referred to as the "**LANDOWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**;

AND

M/S. BINAYAK CONSTRUCTION (PAN# AMXPP5403H), a Sole Proprietorship Firm having its place of business at 140/1/305, Netaji Subhash Chandra Bose Road, Azadgarh, Post Office Regent Park, Police Station Jadavpur (Now, Golf Green), Kolkata 700 040, District South 24-Parganas, WEST BENGAL, represented by its Sole Proprietor, **SRI SANJOY PATOWARI** (PAN# AMXPP5403H, DOB#16.11.1973, AADHAAR# 2585 5438 2844, MOBILE# 9830037721), son of Late Nityagopal Patowari, by faith Hindu, by Nationality Indian, by occupation Business, residing at 3/126/1, Azadgarh, Post Office Regent Park, Police Station Jadavpur (Now Golf Green), Kolkata 700 040, District South 24-Parganas, WEST BENGAL, hereinafter called and referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its/his successors/heirs, successor-in-office, executors, administrators, legal representatives, nominees and assigns) of the **OTHER PART**;

WHEREAS:

- A. After partition of India a large number of residents of former East Pakistan (Now, Bangladesh) including one (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, wife of Late Santi Ranjan Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty, all (2) to (4) sons of Late Umesh Chandra Chakraborty, crossed over and came to the territory of the State of West Bengal due to force of circumstances beyond their control.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

- B. The Government of West Bengal offered all reasonable facilities to such persons being refugees for residence in West Bengal.
- C. The said (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty being refugees displaced from East Pakistan (now, Bangladesh), had come to use and occupy along with their respective family members a piece of land measuring about 3 (Three) Cottah 11 (Eleven) Chittack more or less in LOP No.51 in C.S./R.S. Plot No.3015(P) and 3016(P), Mouza Bansdroni, J.L. No.45, Police Station Regent Park (Now, Bansdroni) in the District of 24-Parganas (South), Sub-Registration Office Alipur within the jurisdiction of Kolkata Municipal Corporation (hereinafter referred to as the "**SAID LAND**"), and thereafter, approached the Government of West Bengal for the said land for rehabilitation purpose.
- D. Consequent upon their request for the purpose of rehabilitation, the Government of West Bengal decided to confer absolute right title and interest by way of gift unto and in favour of the said (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty in respect of the said land.
- E. By a **Deed of Gift dated 22nd day of February, 1990** made between the Governor of the State of West Bengal, therein referred to as the Donor of the One Part and the said (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty, therein jointly referred to as the Donees of the Other Part, **registered in the Office of the Additional District Registrar, South 24-Parganas, Alipore, and recorded in Book No. I, Volume No. 2, Pages 117 to 120, Being No. I-155 for the year 1990**, the Donor therein granted, conveyed, transferred, assured and assigned unto and in favour of the said (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty absolutely and forever the said land.
- F. By virtue of the aforesaid Deed of Gift dated 22nd day of February, 1990, the said (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty became joint owners of the said land absolutely and forever.
- G. While seized and possessed the said land, the said (1) Smt. Parul Chakraborty @ Parul Rani Chakraborty, (2) Sri Pabitra Ranjan Chakraborty, (3) Sri Jyoti Ranjan Chakraborty and (4) Sri Nitya Ranjan Chakraborty got their respective names recorded in the Assessment Roll of the Kolkata Municipal Corporation as "Person Liable To Pay" under **Assessee Nos. 311130500138, 311130500096, 311130500977, 311130500813 respectively** in



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

respect of **Municipal Premises No. 9, Bansdrani Government Colony** and mailing address **No. 51, Bansdrani Government Colony, Kolkata 700 070**, paying rates and taxes on regular basis and also constructed a temporary residential structure for their use and occupation.

- H. While enjoying the said land with structure, the said **Parul Chakraborty @ Parul Rani Chakraborty** died **intestate on 24th day of October, 2007** leaving behind herself surviving her four sons namely, **Bani Prasad Chakraborty, Shyama Prasad Chakraborty, Debta Prasad Chakraborty, Rama Prasad Chakraborty** and only daughter namely, **Uma Bhowmik**, who being only legal heirs/heiresses of the deceased, inherited undivided one-fourth share of or in the said land with structure. Her husband, **Santi Ranjan Chakraborty** predeceased her.
- I. Further, the said **Bani Prasad Chakraborty** died **intestate on 11th day of July, 1974** leaving behind himself surviving his wife, **Smt. Jharna Chakraborty** and only son, **Sri Prosenjit Chakraborty**, who being only legal heir/heirress of the deceased, inherited undivided share of or in the said land with structure.
- J. While enjoying the said land with structure, the said **Pabitra Ranjan Chakraborty** died **intestate on 16th day of January, 2005** leaving behind himself surviving his wife, **Bani Chakraborty**, five daughters namely, **Manisha Ghosh, Manoshi Mukherjee, Krishna Mitra, Ranu Shaw, Shankari Bhattacharya** and only son, **Santanu Chakraborty**, who being only legal heirs/heiresses of the deceased, inherited undivided one-fourth share of or in the said land with structure.
- K. Further, the said **Bani Chakraborty** died **intestate on 16th day of October, 2020** leaving behind himself surviving her five daughters namely, **Manisha Ghosh, Manoshi Mukherjee, Krishna Mitra, Ranu Shaw, Shankari Bhattacharya** and only son, **Santanu Chakraborty**, who being only legal heirs/heiresses of the deceased, inherited undivided one-fourth share of or in the said land with structure.
- L. Further, the said **Manisha Ghosh** died **intestate on 6th day of January, 2002** and her husband, **Dhrubajyoti Ghosh** died **intestate on 5th day of February, 2003** leaving behind themselves surviving their only daughter, **Papiya Ghosh** and only son, **Debojyoti Ghosh**, who being only legal heir/heirress of the deceased, inherited undivided share of or in the said land with structure.
- M. While enjoying the said land with structure, the said **Jyoti Ranjan Chakraborty** died **intestate on 7th day of December, 2009** leaving behind himself surviving his wife, **Chhabi Chakraborty** and his only daughter, **Susmita Biswas**, who being only legal heirs/heiresses of the deceased, inherited undivided one-fourth share of or in the said land with structure.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

- N. Further, the said **Chhabi Chakraborty died Intestate on 5th day of March, 2012** leaving behind herself surviving her only daughter, Susmita Biswas, who being only legal heiress of the deceased, inherited undivided share of or in the said land with structure.
- O. While enjoying the said land with structure, the said **Nitya Ranjan Chakraborty died Intestate on 17th day of February, 2010** leaving behind himself surviving his wife, Gouri Chakraborty and his two sons, Debasish Chakraborty and Subhasish Chakraborty, who being only legal heirs/heir of the deceased, inherited undivided one-fourth share of or in the said land with structure.
- P. Further, the said **Debasish Chakraborty died Intestate on 10th day of March, 2011** leaving behind himself surviving his wife, Phulrani Chakraborty who being only legal heiress of the deceased, inherited undivided share of or in the said land with structure.
- Q. While enjoying the said land with structure, the said **Susmita Biswas died Intestate on 11th day of November, 2022** leaving behind herself surviving her husband, Nandan Biswas and only son, Dipanjan Biswas, who being only legal heirs of the deceased, inherited undivided one-fourth share of or in the said land with structure.
- R. While seizing and possessing the said land with structure, the said (1) Manashi Mukherjee, (2) Krishna Mitra, (3) Ranu Shaw, (4) Shankari Bhattacharya, (5) Papia Ghosh and (6) Debjit Ghosh jointly made a gift in respect of their undivided shares of or in the said land with structure, unto and in favour of the said **Santanu Chakraborty** in lieu of their natural love and affection, by virtue of a **Deed of Gift executed on 2nd day of June, 2023 and registered in the Office of the A.D.S.R. Alipore, South 24-Parganas, West Bengal and recorded in Book No. I, Volume No. 1605-2023, Pages 29417 to 29449, Being No. 160500830 for the year 2023.**
- S. Further by virtue of a **Deed of Gift executed on 22nd day of June, 2023 and registered in the Office of the A.D.S.R. Alipore, South 24-Parganas, West Bengal and recorded in Book No. I, Volume No. 1605-2023, Pages 34686 to 34717, Being No. 160500996 for the year 2023,** the said (1) Shyama Prasad Chakraborty, (2) Deba Prasad Chakraborty, (3) Uma Bhowmik, (4) Jharna Chakraborty and (5) Prosenjit Chakraborty jointly made a gift in respect of their undivided shares of or in the said land with structure, unto and in favour of **Rama Prasad Chakraborty** in lieu of natural love and affection.
- T. Consequent upon deaths of the aforesaid predecessors-in-title and subsequent transfers by way of two Deeds of Gift, the Parties of the First Part being the Landowners herein are presently seized and possessed of or otherwise well and sufficiently entitled to the said land



DISTRICT SUB-REGISTRAR-III
SOUTH 24 P.S. ALIPORE
24 DEC 2025

with structure, morefully described in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**SAID PREMISES**").

- U. While seizing and possessing of the said premises, the Landowners jointly decided to construct a new multistoried building in accordance with the building plan to be sanctioned by the Kolkata Municipal Corporation, on the said premises being **Municipal Premises No. 9, Bansdroni Government Colony**, but due to paucity of fund and lack of experience in the field of construction, it could not be able to do so, and accordingly, was in search for an experienced, efficient and financially solvent Developer for the purpose of such development work on the said premises.
- V. The Landowners herein entered into a **Development Agreement on 7th day of March, 2024** with the Developers therein being a Partnership Firm namely, **M/S. BINAYAK CONSTRUCTION**, represented by their partners for construction of a multistoried Building into and upon the said premises, as more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the "**SAID DEVELOPMENT AGREEMENT**") on the terms and conditions mentioned therein, and the said **Development Agreement** was duly registered in the Office of the District Sub-Registrar-III, Alipore, South 24-Parganas, and recorded in Book No. I, Volume No.1603-2024, Pages 92947 to 92983, Being No. 1603-03932 for the year 2024.
- W. The Landowners herein also granted and executed a **Development Power of Attorney on 7th day of March, 2024** in favour of the said Developers, **M/S. BINAYAK CONSTRUCTION**, a Partnership Firm represented by their Partners, thereby appointing them for development of the said multistoried building on the said premises (hereinafter referred to as the "**SAID DEVELOPMENT POWER OF ATTORNEY**"). The said **Development Power of Attorney** was duly registered in the Office of the District Sub-Registrar-III, Alipore, South 24-Parganas, and recorded in Book No. I, Volume No.1603-2024, Pages 93010 to 93033, Being No. 1603-03939 for the year 2024.
- X. With a view to develop the said premises by constructing new multistoried building thereon, the Developers therein for and on behalf of the said Landowners got a building plan sanctioned from the Kolkata Municipal Corporation vide **Building Permit No. 2024110215** dated **14th day of November, 2024, Borough No. XI** for construction of a **G+III Storied residential building** on the said premises.
- Y. While undertaking the job of construction in the said premises, the said Partnership Firm, **Binayak Construction** being the Developers therein expressed their desire to exit from the ongoing project to which the Landowners accepted and to effect such exit, the Landowners, by virtue of a Deed of Cancellation of Development Agreement and subsequently, by a Deed



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

of Revocation of Development Power of Attorney, both executed and registered on 22nd day of December, 2025 being Deed No. I-160324077 — of 2025 and Deed No. IV-160301104 — of 2025 respectively, both registered in D.S.R.-III, South 24-Parganas, South 24-Parganas, cancelled the aforesaid Development Agreement dated 7th day of March, 2024 and revoked the aforesaid Development Power of Attorney dated 7th day of March, 2024 in respect of development of the said premises by the said Partnership Firm being the Developers therein.

- Z.** The Landowners herein have now agreed and allowed **M/s. Binayak Construction**, a Sole Proprietorship Firm being the Developer herein to undertake the remaining developmental job in respect of the said premises subject to the terms and conditions described herein below.
- AA.** The Landowners herein have agreed to grant the Developer the exclusive right to develop the said premises, morefully described in the **FIRST SCHEDULE** hereunder written, by construction of a multistoried building on the said premises in accordance with the building plan, already sanctioned by the Kolkata Municipal Corporation, and further agreed to convey the undivided proportionate share of land in respect of specified flats/covered spaces/car parking space/common spaces and other adjuncts or appurtenances to be erected thereon in Developer's Allocation on the terms and conditions hereinafter appearing.
- BB.** On or before execution of this Agreement, the Landowners have solemnly represented that they are joint owners of the said premises.
- CC.** Upon relying on the said representations solemnly made by the Landowners herein, the Developer has agreed to enter into this Agreement with the Landowners, and also to avoid any future complication or misunderstanding, both the parties herein recorded their understanding in writing and such understanding and/or terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is mutually agreed as follows:-

ARTICLE-I

1. DEFINITION:-

- 1 **LANDOWNERS** shall mean the said **(1) SRI RAMA PRASAD CHAKRABORTY, (2) SRI SANTANU CHAKRABORTY, (3) SRI NANDAN BISWAS, (4) SRI DEEPANJAN BISWAS, (5) SMT. GOURI CHAKRABORTY, (6) SMT. PHULRANI CHAKRABORTY & (7) SRI SUBHASISH CHAKRABORTY.**
- 1.1 **DEVELOPER** shall mean the said **M/S. BINAYAK CONSTRUCTION**, represented by its **Sole Proprietor, SRI SANJOY PATOWARI.**
- 1.2 **ARCHITECT AND QUALIFIED ENGINEER** shall mean the said person or persons to whom the Developer may appoint as Architect of the building.



- 1.3 **LAND** shall mean the Bastu land measuring containing an area about **3 (Three) Cottah 11 (Eleven) Chittack** at **Municipal Premises No. 9, Bansdroni Government Colony,** having **Postal Address – 51, Bansdroni Government Colony, Police Station Regent Park (Now, Bansdroni), Kolkata 700 070, District South 24-Parganas** within the jurisdiction of Kolkata Municipal Corporation under **K.M.C. Ward No.113**, morefully described in the **FIRST SCHEDULE** hereunder written.
- 1.4 **BUILDING** shall mean a **G+III storied residential building** Intended to be constructed in accordance with the building plan covering maximum possible F.A.R. duly sanctioned by the Kolkata Municipal Corporation in the name of the Landowners herein, and as per **SPECIFICATION**, morefully described in the **FOURTH SCHEDULE** hereunder written on the said premises, fully described in the **FIRST SCHEDULE** hereunder written. The name of the proposed new building will be decided upon completion of the building as per the choice of the Landowners.
- 1.5 **UNIT** shall mean a flat or other space or spaces intended to be built or to be constructed on the said premises.
- 1.6 **BUILDING PLAN** shall mean plans elevations design and specifications of the proposed new multi-storied building as prepared by the Architect, and duly sanctioned by the Kolkata Municipal Corporation in the name of the Landowners herein, and include any renewal, amendments or modifications thereof as may be deemed necessary by the Developers without any change of Owners' Allocation.
- 1.7 **COMMON PARTS** shall mean and include corridors under reservoirs stairway, lift, lift well, pump room, overhead water tanks, water pump, ultimate roof etc., morefully described in the **FIFTH SCHEDULE** hereunder written.

ARTICLE-II

2. COMMENCEMENT:-

- 2.1 This Agreement shall be effective on and from the date of these presents.

ARTICLE - III

3. LANDOWNERS' RIGHTS, OBLIGATIONS & REPRESENTATIONS:-

- 3.1 Excepting the Landowners nobody else will have any right, title and interest claim or demand whatsoever into or upon the said premises.
- 3.2 The Landowners are absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the said premises or any part of it.
- 3.3 The said premises, morefully described in the **FIRST SCHEDULE** hereunder written is free from all encumbrances, charges, liens, impendence, attachments trusts whatsoever or howsoever.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

- 3.4 There is no excess vacant land in the said premises within the meaning of the Urban Land Ceiling and Regulations Act, 1976 and the Developer is fully satisfied with the marketable title of the Landowners.
- 3.5 That the total area of the land comprised in the said premises is about **3 (Three) Cottah 11 (Eleven) Chittack** be the same a little more or less.
- 3.6 That simultaneously with the execution of this Agreement, the Landowners have delivered clear photo copies of all title deeds, current Tax Receipt and other related documents to the Developer for making necessary searches and investigations on the title of the said premises. Further, the Developer has handed over photocopies of all documents relating to its business like all valid licenses, Voters ID, PAN etc. as may be required by the Landowners. However, the Landowners undertake that they shall provide the original title deed and other documents, if any, as may be required from time to time for development purpose, to the Developer without any objection.
- 3.7 That the Landowners undertake to indemnify and keep indemnified the Developer from and against any and all mortgage or any third party possessor's rights in the said premises.
- 3.8 That the Landowners have cleared upto date property tax and other statutory dues in respect of development of the said premises till the date of handing over of the said premises to the Developer. However, the Developer is entitled to pay all taxes and statutory duties in respect of the said premises from the date of handing over of the same from the Landowners till the date of handing over of Owners' Allocation in the proposed new building to the Landowners lawfully according to these presents.
- 3.9 That the Landowners have executed the Development Power of Attorney under these presents in favour of the Developer or its authorized representative and the Landowners will give the Developer or its authorized representative all the powers required for the purpose of making such construction at its own risk and costs and to negotiate for sale and enter into Agreement for Sale and registered Deed, document for registration whatsoever required, and to accept sales proceeds of the flats/other portions of the new multi-storied building for Developer's Allocation only. In case of death of the Landowners, the legal heirs and successors in interest of the deceased Landowners, shall execute within a fortnight necessary Power of Attorney and other documents, if required in favour of the Developer or its authorized representative empowering him to sell flats/spaces and car parking spaces out of Developer's Allocation, and for such purpose, it will be entitled to enter into Agreement with intending Purchaser/s, receive all earnest money and all payments towards consideration money and to execute, sign and register such deed or conveyance in respect of flats in Developer's Allocation.
- 3.10 That after completion of the project, there will be several Deed/s of Conveyance between the parties wherein the First Party/Landowners/Constituted Attorneys shall transfer the Developer's Allocation with proportionate share of land/ undivided share of land in favour of the Developer or



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

its nominees/purchaser/s/ transferee/s, and the cost of such transfer/registration fee/charges shall be borne by such Nominees/Purchasers/Transferees.

- 3.11 That the interest of the Landowners in the project shall cease after the Owners' Allocation in the newly constructed building along with common areas and facilities of the said premises, morefully described hereunder written, is transferred unto and in favour of the Landowners by handing over possession of the Owners' Allocation followed by a Possession Letter, after getting Completion Certificate from the Kolkata Municipal Corporation. It is specifically mentioned that all the proposed owners of flats will enjoy the benefits of common area, common facilities of the land in the said premises. Be it noted that the Landowners shall be entitled to transfer or otherwise deal with its portions (Owners' Allocation) in the proposed new building without any reference to the Developer.
- 3.12 Save and except as provided herein, the Landowners shall not interfere with or in any way cause impediment or obstruction in any manner with the construction or development in the said premises by the Developer, however the Landowners or their nominees shall have free hand and unfettered access to the construction site at all reasonable times and shall be free to point out to the Developer or its agents or administrators and the Developer shall rectify such defective construction, workmanship or use of inferior materials.
- 3.13 The Landowners shall sign, endorse all necessary papers and documents which may be required by the Developer from time to time for the purpose of construction and development and for tripartite agreement for sale the flats and car parking spaces from the Developer's Allocation of the said premises in the form of multi-storied building.
- 3.14 The Landowners have already handed over vacant and peaceful physical possession of the said premises on "As is Where is" basis.
- 3.15 The Landowners jointly undertake that they or anyone of them shall not be entitled to cancel this Agreement for Development without the consent of the Developer herein, failing which the Landowners shall be liable for a compensation comprising cost of sanctioned building plan, cost of projects and other incidental expenses, if any as assessed by the Developer.

ARTICLE - IV

4. DEVELOPER'S RIGHTS & REPRESENTATIONS:-

- 4.1 THAT on the power and by virtue of this Agreement, the Developer is hereby empowered to raise the construction on the above mentioned premises investing its own finance and resources and undertake to erect the said building as per the sanctioned building plan. The expenses for the demolition of old structure, if any, building plan, soil testing and whatsoever expenses necessary for sanction of the building plan have been done at the cost of the Developer.
- 4.2 The Developer, upon taking possession of the said premises from the Landowner, shall be entitled to pay a total sum of **Rs.30,000/- (Rupees Thirty Thousand) Only per month**



DISTRICT SUB REGISTRAR-III
SOUTH 24 P.S. ALIPORE
24 DEC 2025

towards **shifting charges** from the date of this agreement till the date of handing over vacant peaceful physical possession of the Owners' Allocation in the proposed new building. The said sum of Rs.30,000/- shall be paid to the Landowners in the following manner :

- (1) Rs.10,000/- to Rama Prasad Chakraborty.
- (2) Rs.10,000/- to Santanu Chakraborty and
- (3) Rs.10,000/- to Gouri Chakraborty, Phulrani Chakraborty and Subhasish Chakraborty jointly.

- 4.3 The Developer for the purpose of raising the said construction shall have its absolute right to enter into Agreement for sell of flats and apartments in respect of its own allocated portion being Developer's Allocation as mentioned above and to that effect and shall be entitled to receive earnest money from the intending purchaser/s together with all advance thereof, but at all material times the Landowners shall not be liable for such advances or earnest money. That the said earnest money accepted by the Developer shall remain charged only with the Developer's Allocation, and the Owners' Allocation will remain unaffected and will have no charge and the purchaser or purchasers shall have no right to interfere with the portion of the Owners' Allocation or any misappropriation of any money by the Developer or for any deal nor he will have any right to seek any order or injunction from any court of law in respect of the Owners' Allocation.
- 4.4 The Developer shall be entitled to appoint its own labour masons contractor building Engineer Architect as necessary for carrying out the new construction, but in doing so all expenses with regard to such appointed persons shall be borne by the Developer, and all the risk and liability together with all responsibility shall remain with the Developers and it will be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever eventually that may take place at the time of or after construction is complete and handover to the prospective purchaser/s.
- 4.5 That the profit or loss arising out of the whole construction work of the project and the sale proceeds of the flats and spaces, disbursement of all expenses and any liability pertaining to the project in respect of the Developer's Allocation under these presents, shall be the exclusive affairs of the Developer, and shall also be enjoyed by the Developer wherein the Landowners shall have no liability whatsoever, nor the Landowners shall in any way, be responsible in respect of any debt, liabilities of the Developer out of this development work under these presents.
- 4.6 That the Developer shall be at liberty to advertise in the local dailies for sale of the flats out of Developer's Allocation, to display its banners on the said premises, to employ watchman and caretaker for the safety of the projects and to invite applications from intending purchasers. Any amendment/correction to this Agreement, if required, shall be made in writing only.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 P.S. ALIPORE
24 DEC 2025

- 4.7 In case of any accident in the aforesaid construction project, the Developer shall be fully responsible for all the consequences of the same under the "Workmen Compensation Act, 1923" or any other act in force.
- 4.8 If the Landowners are ordered to attend any court proceeding or are requested or presence of their representative/s is required by any other authority in connection with any accident, the Landowners will empower the Developer to attend the Court/authority concerned on the Landowners' behalf, and the Developer agrees to compensate the Landowners fully in case an adverse order is passed or any compensation is ordered to be paid by the Landowners by any Court or Judicial Authority or any competent authority.
- 4.9 If until the completion of the proposed new building any case/damage/harm occurs to the adjoining properties, neighbours, the Developer shall be fully responsible for all consequences.

ARTICLE -V

5. TIME:-

- 5.1 The Developer undertakes to construct and complete the proposed new building on the said premises within **31st day of May, 2026**. In case of any natural calamity, riots, pandemic etc. which falls under force majeure clause, the completion period shall be extended as mutually agreed upon depending upon the extent of such untoward situation.

ARTICLE - VI

6. DEVELOPER'S OBLIGATIONS:-

- 6.1 All dealings by the Developer in respect of the construction of the proposed new building shall be made in the names of the Landowners or their Constituted Attorney, but any such dealing or step shall not create in any manner any financial, civil and/or criminal liability of the Landowners.
- 6.2 The Developer shall undertake the developmental job of the said premises in accordance with the building plan already sanctioned by the Kolkata Municipal Corporation and may modify or amend the said building plan, if required as per the building rules of the Kolkata Municipal Corporation for which the Developer shall incur and bear all necessary costs, charges and expenses.
- 6.3 The Developer shall complete construction of the proposed new building in terms of this agreement and in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation at the cost and responsibility of the Developer within the stipulated time.
- 6.4 The Developer shall bear all municipal tax, statutory duties, electric bills in respect of the said premises on and from the date of receiving vacant and peaceful physical possession of the said premises from the Landowners till the date of handing over possession of the proposed new building to the Landowners/Purchasers of flats out of Developer's Allocation.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE

24 DEC 2025

- 6.5 The Developer shall bear all costs charges and expenses for construction of the building at the said premises.
- 6.6 The Developer shall handover lawful possession of the Owners' Allocation in the proposed new building to be constructed immediately after completion of construction and getting completion certificate from the Kolkata Municipal Corporation, and the same will be allotted by the Developer by issuing a Letter of Possession in favour of the Landowners.
- 6.7 The Developer hereby undertakes to complete the construction work and handover the vacant peaceful physical possession of Owners' Allocation in the proposed new building within **31st day of May, 2026**, but subject to force majeure cause.
- 6.8 That after completion of the construction of the proposed new building according to sanctioned building plan, the Owners' Allocation shall be delivered first and, thereafter, the Developer's Allocation can be used by the Developer and/or their nominees/transferees.

ARTICLE - VII

7. OWNERS' ALLOCATION:-

- 7.1 In consideration of the said premises, the Landowners shall be entitled to the Owners' Allocation in the proposed new **G+III storied building** in the following manner :
- 53% (FIFTY-THREE PER CENT) of total F.A.R. equivalent to (a) One Commercial Space/Shop Room (equipped with shutter) on Ground Floor at front side of the proposed new building having a carpet area of 150 Sq.ft. to be allotted to the Landowner No. 2 (Santanu Chakraborty), (b) One Residential Flat on Ground Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted jointly to the Landowners No. 3 & 4 (Nandan Biswas and Dipanjan Biswas), (c) One Residential Flat on First Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted to the Landowner No.2 (Santanu Chakraborty), (d) One Residential Flat on Second Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted to the Landowner No. 1 (Rama Prasad Chakraborty), (e) One Residential Flat on Third Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted jointly to the Landowners No. 5, 6 & 7 (Gouri Chakraborty, Phulrani Chakraborty & Subhasish Chakraborty) TOGETHER WITH proportionate impartible undivided undemarcated share of land, roof and all common facilities and amenities attached thereto agreed upon and in terms of the instant Agreement, morefully described in the **SECOND SCHEDULE** hereunder written.**
- 7.2 The Developer shall handover the vacant peaceful physical possession of the Owners' Allocation within **31st day of May, 2026**, to the Landowners, but subject to force majeure cause.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

- 7.3 The Landowners shall have common rights over the common parts and portions of the building.

ARTICLE - VIII

8. DEVELOPER'S ALLOCATION:-

- 8.1 The Developer's Allocation shall mean

Remaining 47% (FORTY-SEVEN PER CENT) of total F.A.R. equivalent to (a) Ground Floor (excluding Landowner's Allocation as per Clause 7.1 hereinaabove), (b) Three Residential Flats each on First Floor, Second Floor and Third Floor, all at front side of the proposed new building each having a built up area about 775 Sq.ft. more or less TOGETHER WITH proportionate impartible undivided undemarcated share of land, roof and all common facilities and amenities attached thereto **TOGETHER WITH** vacant land/space of the said premises, agreed upon and in terms of the Instant Agreement, morefully described in the **THIRD SCHEDULE** hereunder written.

ARTICLE - IX

9. CONSTRUCTION:-

- 9.1 The Developer shall be solely and exclusively responsible for construction of the proposed new building.
- 9.2 The Developer shall provide a copy of sanctioned building plan to the Landowners.
- 9.3 The Developer shall construct the building in accordance with the building plan duly sanctioned by the Kolkata Municipal Corporation and as per the Specification, morefully described in the **FOURTH SCHEDULE** hereunder written.

ARTICLE - X

10. BUILDING:-

- 10.1 The Developer shall at its own cost construct erect and complete in all respect the proposed new building and the common facilities and also amenities on the said premises in accordance with the sanctioned building plan with good and standard quality of materials on the approval of the Landowners by utilizing the full F.A.R. available in respect of the **FIRST SCHEDULE** property to be developed.
- 10.2 The Developer shall install and erect in the proposed new building at its own cost as per the specification and also drawing to be provided by the Architect, pump, water storage tanks, overhead reservoir, electrification, lift well, permanent electric connection from the **WBSEDCL** and electrification in the building also in all the flats through concealed wiring and other facilities as required are to be provided in a residential multi storied building in the locality on ownership basis.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

- 10.3 The Developer shall bear the entire cost of construction including architects fees and fees for sanction/modification/amendment of the building plan without creating any financial or others liabilities on the Landowners regarding the construction.

ARTICLE – XI

11. COMMON FACILITIES:-

- 11.1 The Developer shall pay and bear all municipal taxes and other dues and Impositions and outgoings in respect of the said premises as and from the date of handing over vacant and peaceful physical possession of the said premises to the Developer till handing over the possession of Owners' Allocation within the stipulated period in favour of the Landowners.
- 11.2 After completion of the total construction of the proposed new building and handing over of the Owners' Allocation to the Landowners, the Developer and the Landowners including their respective assignees will bear the cost of common facilities and maintenance charges like cost of maintenance of pump motor, lift, electric charges etc. in the common areas in proportion of their respective possession including proportionate share or premium for insurance of the building if any, meter fire of and scavenging charges etc.

ARTICLE – XII

12. LEGAL PROCEEDINGS:-

- 12.1 It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer to defend allocation suits and proceedings which may arise in respect of the construction and Developer of the said premises to bear all costs, charges and expenses incurred for that purpose.
- 12.2 In case of any disputes and differences arising out of this Agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms or meaning thereof, the parties herein shall be at liberty to refer the matter of disputes and settle by way of legal proceedings before the competent court of law or forum within the jurisdiction of cause of action.
- 12.3 There may be disputes or differences between the parties hereto with regard to the provisions of this Agreement or terms and conditions therein or with regard to matters which are not expressly mentioned in these presents. Such disputes or differences would be settled through mutual discussions between the parties. In default, the matter may be referred to arbitration under the existing law.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

ARTICLE -XIII

13. DEVELOPER'S INDEMNITY:-

- 13.1 The Developer hereby undertakes to keep the Landowners indemnified against all third party claim and action arising out of any parts of act or commission of the Developer or relating to the construction of the building.

ARTICLE -XIV

14. MISCELLANEOUS:-

- 14.1 The Landowners and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and the Landowners or as a Joint Venture between the parties hereto in any manner nor shall the parties hereto constitute as an association or persons.
- 14.2 Both the parties herein have signed this Agreement for Development not merely on the basis of articles and clauses of this Agreement, but most importantly on the basis of mutual faith, understanding and honesty for the satisfactory completion of the assigned construction job.
- 14.3 The Developer and Landowners shall form a scheme for the management and administration of the said building and/or common parts thereof. The Landowners have hereafter agreed to abide by the rules and regulations of such management society, association, holding organization and hereby give their consent to abide by the same.
- 14.4 As and from the date of the completion of the building and handing over the possession of the Owners' Allocation to the Landowners, the Developer and/or its transferee/s and the Landowners or their transferees and their successors shall each be liable to pay and bear proportionate charges on account of all rent and municipal and property taxes, duties and any other costs and statutory charges as applicable in respect of their respective allocation of the constructed areas.
- 14.5 That no change/modification or alterations to this Agreement shall be done without the written consent of both the parties herein. The parties hereto undertake not to contravene any of the terms of this Agreement.

ARTICLE -XV

15. FORCE MAJEURE:-

- 15.1 The Developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are provided by the existing of the force majeure and shall be suspended from the obligations during the duration of the force majeure.
- 15.2 Force majeure shall mean Flood, Earth-Quake, War, Tempest civil commotion strike, lock down, and /or any other act or commission beyond the reasonable control of the Developer.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

ARTICLE -XVI

16. LEGAL MATTERS: -

All the legal matters relating to the premises in respect of the Developer's Allocation, will be looked after by **Mr. Sukumar Das, Advocate, High Court, Calcutta**, having his Office/Chamber at **4, Government Place North, Kolkata 700 001.**

AND FURTHER to give effect of this Development Agreement, and for smooth progress of construction and other related matters and things, we, the Landowners herein, feel it necessary and expedient to appoint the Developer herein, as our Attorney in our names and on our behalf and hence we, **(1) SRI RAMA PRASAD CHAKRABORTY** (PAN# ADVIPC4249A, DOB#23.01.1956, AADHAAR# 5382 1892 1635), son of Late Santi Ranjan Chakraborty, **(2) SRI SANTANU CHAKRABORTY** (PAN# AEIPC4788D, DOB#30.03.1972, AADHAAR# 9193 4300 0029), son of Late Pabitra Ranjan Chakraborty, **(3) SRI NANDAN BISWAS** (PAN# AFJPB7220D, DOB#10.10.1965, AADHAAR# 4250 7159 1011), son of Late Shekhar Biswas and husband of Late Susmita Biswas, **(4) SRI DEEPANJAN BISWAS** (PAN# BZZPB9662C, DOB#18.08.1994, AADHAAR# 3022 6049 3253), son of Late Susmita Biswas, **(5) SMT. GOURI CHAKRABORTY** (PAN# CDUPC0839C, DOB#21.04.1950, AADHAAR# 2987 1354 1121), wife of Late Nitya Ranjan Chakraborty, **(6) SMT. PHULRANI CHAKRABORTY** (PAN# CCLPC0332C, DOB#18.03.1980, AADHAAR# 2364 8513 7203), wife of Late Debasish Chakraborty and **(7) SRI SUBHASISH CHAKRABORTY** (PAN# ALKPC9888K, DOB#13.09.1978, AADHAAR# 6863 7290 2145), son of Late Nitya Ranjan Chakraborty, all by faith Hindu, by Nationality Indian, by occupation landowners, all of 51, Bansdroni Government Colony, Post Office and Police Station Bansdroni, Kolkata 700 070, District South 24-Parganas, WEST BENGAL, do hereby nominate, constitute and appoint **M/S. BINAYAK CONSTRUCTION** (PAN# AMXPP5403H), a Sole Proprietorship Firm having its place of business at 140/1/305, Netaji Subhash Chandra Bose Road, Post Office Regent Park, Police Station Jadavpur (Now, Golf Green), Kolkata 700 040, District South 24-Parganas, WEST BENGAL, represented by its Sole Proprietor, **SRI SANJOY PATOWARI** (PAN# AMXPP5403H, DOB#16.11.1973, AADHAAR# 2585 5438 2844, MOBILE# 9830037721), son of Late Nityagopal Patowari, by faith Hindu, by Nationality Indian, by occupation Business, residing at 3/126/1, Azadgarh, Post Office Regent Park, Police Station Jadavpur (Now, Golf Green), Kolkata 700 040, District South 24-Parganas, WEST BENGAL, to be our true and lawful **ATTORNEY** for us in our names and on our behalf to do and execute and perform or cause to be done, executed and performed all or any of the following acts, deeds and things, that is to say:

1. To work, manage, control and supervise the management of all and administer the said premises mentioned in **FIRST SCHEDULE** hereunder written.
2. To appoint, engage on our behalf any Advocate or Advocates whenever our said Attorney thinks fit and proper and/or to discharge and/or terminate his/their appointment.
3. To appear and represent on behalf of us in all the courts either civil or criminal.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

4. To sign, execute, verify all applications, plaint, written statement, petition, application before any Court/Courts and to accept services of all summons, notices and other process of law.
5. To withdraw and to receive any documents including registration receipt or any other documents from the registration office, Kolkata Municipal Corporation or from any other office/s.
6. To develop the said premises at the cost and expenses of the Attorney by constructing a proposed new **G+III storied building** as per the building plan duly sanctioned by the Kolkata Municipal Corporation.
7. To sign on behalf of us all the papers, documents including drawing, plan, map, declaration, Deed of Gift or any other papers and documents for sanction of the building plan and to present the same on our behalf before the Kolkata Municipal Corporation for the same.
8. To make, sign and verify all applications or objection to appropriate authorities for development of the said premises by constructing the proposed new **G+III storied building** thereon for all and any license, permission or consent etc. required by law in connection with the development of the said premises mentioned in the **FIRST SCHEDULE** hereunder written.
9. To apply for, to effect and to file application for mutation, to the Kolkata Municipal Corporation and to sign all applications, or objection.
10. To apply for and to obtain any permission for construction of the proposed new **G+III storied building** and also to sign all applications and/or plan for construction of the said building and to any additional plan for extension and/or for any other purpose.
11. To appoint any Developer, masons, engineers, plumbers, electrician, security guard, labour, mistry, etc. for the said construction work on the said premises.
12. To enter into any agreement or agreements or agreement with any intending purchaser or purchasers save and except the Owners' Allocation for sale and to receive the advance and/or part of the consideration price and/or the entire consideration price.
13. To execute and/or register any Deed of Sale and/or any documents in respect of flats/units to be constructed on the said premises being Developer's Allocation as mentioned in the **THIRD SCHEDULE** hereunder written save and except the Owners' Allocation.
14. To withdraw and to receive any documents, plans, permission for construction, any order, direction from the Kolkata Municipal Corporation or from any office or offices.
15. To sign on behalf of us, all the papers, documents, for any other work such as amended/ modification/ rectification of plan/s, water connection, etc. before the Kolkata Municipal Corporation and also Electric connection from CESC Limited.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

Generally to act as our Attorney in relation to the matters aforesaid and all other matters in which may be interested or concerned and on our behalf, to execute and to do all deeds, acts or things as fully and effectually in all respects as we ourselves do it personally present.

AND we, the Principals herein, do hereby agree that all acts, deeds and things done by us and we undertake to rectify and confirm all and whatsoever that our said Attorney shall lawfully do or come to be done for us by virtue of the Power hereby given.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE SAID PREMISES)

ALL THAT piece or parcel of bastu land measuring about **3 (Three) Cottah 11 (Eleven) Chittack** more or less lying and situate at **Municipal Premises No. 9, Bansdroni Government Colony (Postal Address – 51, Bansdroni Government Colony) Post Office & Police Station Bansdroni (formerly, Regent Park), Kolkata 700 070, District South 24-Parganas, WEST BENGAL** within the limits of the Kolkata Municipal Corporation under **K.M.C. Ward No.113** having **Assessee No. 311130500096**, comprised in LOP No.51 in C.S./R.S. Plot No.3015(P) and 3016(P), Mouza Bansdroni, J.L. No.45, Sub-Registration Office Allpur **TOGETHER WITH** easement and quasi-easement rights, facilities, privileges, benefits available therein, and butted and bounded as follows:

ON THE NORTH	: By Colony Boundary;
ON THE EAST	: By L.O.P. 52;
ON THE SOUTH	: By 22' Ft. Colony Road;
ON THE WEST	: By L.O.P. 50.

OR HOWSOEVER OTHERWISE said hereditaments and premises or any part these of now are or is or hereto for were or was situated butted bounded called known numbered and distinguished.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(OWNERS' ALLOCATION)

After completion of the building, the Landowners will be handed over vacant and peaceful physical possession of the Owners' Allocation by the Developer in lieu of cost of the premises in the following manner:

53% (FIFTY-THREE PER CENT) of total F.A.R. equivalent to (a) One Commercial Space/Shop Room (equipped with shutter) on Ground Floor at front side of the proposed new building having a carpet area of 150 Sq.ft. to be allotted to the Landowner No. 2 (Santanu Chakraborty), (b) One Residential Flat on Ground Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted jointly to the Landowners No.3 & 4 (Nandan Biswas and Dipanjan Biswas), (c) One Residential Flat on First Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted to the Landowner No.2 (Santanu



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

Chakraborty), (d) One Residential Flat on Second Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted to the Landowner No. 1 (Rama Prasad Chakraborty), (e) One Residential Flat on Third Floor at back side of the proposed new building having a built up area about 775 Sq.ft. more or less to be allotted jointly to the Landowners No. 5, 6 & 7 (Gouri Chakraborty, Phulrani Chakraborty & Subhasish Chakraborty) TOGETHER WITH proportionate impartible undivided undemarcated share of land, roof and all common facilities and amenities attached thereto agreed upon and in terms of the Instant Agreement.

Be it agreed that a separate Deed of Partition shall be executed between the Landowners and get the same registered before the concerned Registration Office to effect such Owners' Allocation divided, partitioned and demarcated amongst the Landowners.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

After handing over of the Owners' Allocation to the Landowners, the Developer is entitled to remaining portion i.e.

Remaining 47% (FORTY-SEVEN PER CENT) of total F.A.R. equivalent to (a) Ground Floor (excluding Landowner's Allocation as per Clause 7.1 hereinabove), (b) Three Residential Flats each on First Floor, Second Floor and Third Floor, all at front side of the proposed new building each having a built up area about 775 Sq.ft. more or less TOGETHER WITH proportionate impartible undivided undemarcated share of land, roof and all common facilities and amenities attached thereto agreed upon and in terms of the Instant Agreement.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(GENERAL SPECIFICATION OF THE BUILDING)

1. FOUNDATION : RCC column, beam and slab brick work with 10" outer wall, 5"/3" common wall, 5"/3" inner partition, RCC ratio (1:2:4) at 8" brick wall cement sand ratio (1:5) for 5" brick work (1:4) and 3" brick work (1:4) or as per sanction plan. All the constructive pillars will be as per structural drawing, materials to be used for foundation like Durgapur Tor Steel, Full Course Sand, Ultratech Cement, Stonechips (size as instructed by Architect or Structural Engineer), Steel prop or sal ballah, Ply Board or Steel plate for shuttering as per instruction given by Architect or Engineer, Extension Steel for column and beams



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

should be welded. Ready-mix materials shall be used upto plinth area level.

2. BRICK WORKS : As per specification given in Architectural Drawing, Cement Mortar ratio, Material to be used like quality bricks, medium course sand and Ultratech Cement.
3. PLASTERING : Plastering for inside and outside walls, ceiling, column, beams (thickness and cement mortar ratio as given in Drawing), Material to be used like medium course sand and Ultratech cement.
4. FLOORING : All Bed Rooms, Living/Dining Rooms – marble flooring, Cooking platform in kitchen finished by black stone/ granite/Marble.

Flooring of the staircase will be marble/kota/tiles.

Flooring of the ground floor will be of kota/ tiles/parking tiles.

Roof – Net cement finished with water treatment and with proper sloping.
5. TOILET FITTINGS : All toilets to have concealed pipeline for hot and cold water mixers to include one EWC, one wash basic and C.P. fittings shall include 3 concealed stop cocks, angular stop cocks, 2 bib cocks, one shower arm all of ISI make, ceramic wall tiles – dado upto 6 ft. height shall be provided and shall be of ISI make. In each toilet flooring shall be of antiskid ceramic tiles be provided. In each toilet flooring shall be of antiskid ceramic tiles.
6. KITCHEN FITTINGS : RCC platform with Black Stone slab finished with one sink, one C.P. bib cock ISI make to be fitted together with concealed pipeline, kitchen shall have dado of 2' above the platform, flooring shall be of antiskid ceramic tiles.
7. DOORS : All doors will be flush door. All doors frame of high quality wood, and PVC/flush doors at Toilets, all of ISI Brand.
8. WINDOWS : All windows will be of good quality anodised aluminum sliding window, with M.S. grill and with glass and verandah railing also up to 1 meter height of M.S. brick wall or as per elevation design or as advised by the architect engineers. Verandah on Ground Floor shall be covered with grill.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

9. **WIRING ELECTRICITY** : Wiring shall be concealed, suitable size with PVC copper wire of Finolex/Havells or similar ISI approved make.
- Each bed room shall consist of two light point, one fan point, two plug points.
- Kitchen : Each kitchen shall consist of one light point, three power point (15 Amp), one exhaust fan point/chimney and one water purifier point.
- Toilets : One light point, one exhaust fan point, one geyser point (15 Amp), one Plug point.
- Drawing cum Dining Room : Two light points, two fan points, two power points (15 Amp.) and a Calling Bell point.
- Verandah : One light point, one fan point, one plug point.
- Roof : Two light points in roof.
- Two A.C. points in bed room/s and/or Living/Dining room/s one no. computer point will be provided in the flat.
- Each Flat will have a separate electric meter.
10. **INSIDE WALL** : Putty finished.
11. **PAINTING** : Water proof cement based paint in the outside wall. Weather coat/Weather shield paint will be used.
12. **SANITARY WARE** : HINDWARE/MARC (White) or similar make.
13. **WATER SUPPLY** : Each flat will have water supply line from overhead water reservoir and shall be filled up by pumps from corporation water supply/boring water which will be sanctioned during the time of construction.
14. **OVERHEAD RESERVOIR** : Overhead Reservoir will be made up of Sintex/other reputed make.
15. **LIFT** : Lift having capacity to carry four or more persons, of reputed ISI make, registered with Electricity Department of Government of West Bengal.
16. **BOUNDARY WALL** : To be provided all around using quality brick.



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

17. SECURITY : All door locks and latches to be of standard make.
18. ELECTRIC METER : 4 (Four) Nos. Electric Meters for the Landowners shall be provided at the cost of the Developer.

THE FIFTH SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

1. Entrance and exits to the said premises and the proposed building.
 2. Boundary walls and main gate of the said premises and proposed building.
 3. Ultimate Roof top of the proposed new building.
 4. Drainage and sewerage lines and other Installations for the same (except only those as are installed within the exclusive area of any flat and/or exclusively for its use).
 5. Space underneath the stairs of the ground floor where meters will be installed and electrical wiring and other fittings (excluding only those as are to be installed within the exclusive area of any flat/space and/or exclusively for its use).
 6. Staircase and staircases landings on all the floors, entrance lobby, corridors.
 7. Water supply system, water pump & motor, water reservoir together with all common plumbing installation for carriage of water in the said building.
 8. Lift, lift well etc.
 9. Such other common parts, areas, equipments, installations, fittings, fixtures and space in or about the said premises and the said building as are necessary for passage and user of the flats/units/spaces in common by the co-owners.
 10. Land underneath the proposed building.
- 



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

IN WITNESSETH WHEREOF the parties hereunto set and subscribed their respective hands on the day, month and year first above written in presence of:

Rama B Chakraborty
(RAMA PRASAD CHAKRABORTY)

Santanu Chakraborty
(SANTANU CHAKRABORTY)

Nandan Biswas
(NANDAN BISWAS)

Deepjan Biswas
(DEEPANJAN BISWAS)

Gouri Chakraborty
(GOURI CHAKRABORTY)

Phulrani Chakraborty
(PHULRANI CHAKRABORTY)

Subhasish Chakraborty
(SUBHASISH CHAKRABORTY)

LANDOWNERS

BINAYAK CONSTRUCTION..
Sanjoy Patarra
Proprietor

DEVELOPER

Witnesses:

Signature: Sukumar
Name: SUKUMAR DAS
Address: 4, West Place
North
Kol. 700001

Signature: Subham
Name: SUBHAM DAS
Address: 4, Govt. Place
North
Kol. 700001

Drafted by:

Sukumar
Sukumar Das
Advocate
High Court, Calcutta
Enrol. No. F/916/2008



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

SPECIMEN FORM FOR TEN FINGERPRINTS



Rama P. Chakraborty

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Santanu Choudhury

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Nandan Biswas

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Deepjyoti Barin

Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

SPECIMEN FORM FOR TEN FINGERPRINTS



Gauri Chakrabarty	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Phul Sanichakrabarty	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Subhasish Chakrabarty	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Sanjoy Pantowari	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



DISTRICT SUB-REGISTRAR-III
SOUTH 24 PGS. ALIPORE
24 DEC 2025

Major Information of the Deed

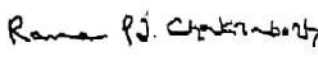
Deed No :	I-1603-24081/2025	Date of Registration	24/12/2025
Query No / Year	1603-2003444663/2025	Office where deed is registered	
Query Date	23/12/2025 6:16:53 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	SUKUMAR DAS 1, NETAJI SUBHAS ROAD,Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9903456814, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4002] Power of Attorney, General Power of Attorney [Rs : 0/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]	
Set Forth value		Market Value	
Rs. 1/-		Rs. 36,87,502/-	
Stamp duty Paid(SD)		Registration Fee Paid	
Rs. 7,120/- (Article:48(g))		Rs. 832/- (Article:E, E, E, M(b), H)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

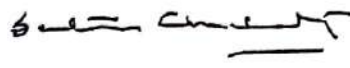
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Bansdroni Govt Colony, , Premises No: 9, , Ward No: 113 Pin Code : 700070

Sch No	Plot Number	Khatlan Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 11 Chatak	1/-	36,87,502/-	Width of Approach Road: 22 Ft.,
Grand Total :				6.0844Dec	1 /-	36,87,502 /-	

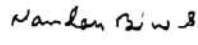
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Rama Prasad Chakraborty Son of Late Santi Ranjan Chakraborty Executed by: Self, Date of Execution: 22/12/2025 , Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office	 24/12/2025	 Captured LTI 24/12/2025	 24/12/2025

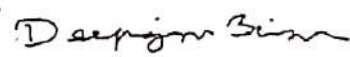
51, BANSDRONI GOVERNMENT COLONY, KOLKATA., City:- , P.O:- BANSDRONI, P.S:-Bansdroni,
District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu,
Occupation: Others, Citizen of: India , PAN No.:: ADxxxxxx9A, Aadhaar No: 53xxxxxxxx1635,
Status :Individual, Executed by: Self, Date of Execution: 22/12/2025
, Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Shri Santanu Chakraborty Son of Late Prabitra Ranjan Chakraborty Executed by: Self, Date of Execution: 22/12/2025 , Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office		 Captured	
		24/12/2025	LTI 24/12/2025	24/12/2025

51, BANSDRONI GOVERNMENT COLONY, KOLKATA, City:- , P.O:- BANSDRONI, P.S:-Bansdroni,
District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu,
Occupation: Others, Citizen of: India , PAN No.:: AExxxxxx8D, Aadhaar No: 91xxxxxxxx0029,
Status :Individual, Executed by: Self, Date of Execution: 22/12/2025
, Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office

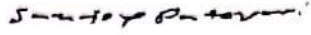
3	Name	Photo	Finger Print	Signature
	Shri Nandan Biswas Wife of Late Susmita Biswas Executed by: Self, Date of Execution: 22/12/2025 , Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office		 Captured	
		24/12/2025	LTI 24/12/2025	24/12/2025

51, BANSDRONI GOVERNMENT COLONY, KOLKATA, City:- , P.O:- BANSDRONI, P.S:-Bansdroni,
District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu,
Occupation: Others, Citizen of: India , PAN No.:: AFxxxxxx0D, Aadhaar No: 42xxxxxxxx1011,
Status :Individual, Executed by: Self, Date of Execution: 22/12/2025
, Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office

4	Name	Photo	Finger Print	Signature
	Shri Deepanjan Biswas Son of Late Susmita Biswas(Mother) Executed by: Self, Date of Execution: 22/12/2025 , Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office		 Captured	
		24/12/2025	LTI 24/12/2025	24/12/2025

51, BANSDRONI GOVERNMENT COLONY, KOLKATA, City:- , P.O:- BANSDRONI, P.S:-Bansdroni,
District:-South 24-Parganas, West Bengal, India, PIN:- 700070 Sex: Male, By Caste: Hindu,
Occupation: Others, Citizen of: India , PAN No.:: BZxxxxxx2C, Aadhaar No: 30xxxxxxxx3253,
Status :Individual, Executed by: Self, Date of Execution: 22/12/2025
, Admitted by: Self, Date of Admission: 24/12/2025 ,Place : Office

Representative Details :

Sl No	Name, Address, Photo, Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri Sanjoy Patowari (Presentant) Son of Late Nityagopal Patowari Date of Execution - 22/12/2025, Admitted by: Self, Date of Admission: 24/12/2025, Place of Admission of Execution: Office		 Captured	
		Dec 24 2025 12:58PM	LTI 24/12/2025	24/12/2025
3/126/1, AZADGARH, KOLKATA, City:- , P.O:- REGENT PARK, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of India, PAN No.: AMxxxxxx3H, Aadhaar No: 25xxxxxxxx2844 Status : Representative, Representative of : BINAYAK CONSTRUCTION (as SOLE PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri SUKUMAR DAS Son of Late KANAI LAL DAS 4 GOVT. PLACE NORTH, City:- Kolkata, P.O:- COUNCIL HOUSE STREET, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN - 700001		 Captured	
	24/12/2025	24/12/2025	24/12/2025
Identifier Of Shri Rama Prasad Chakraborty, Shri Santanu Chakraborty, Shri Nandan Biswas, Shri Deepanjan Biswas, Smt Goun Chakraborty, Smt Phulrani Chakraborty, Shri Subhasish Chakraborty, Shri Sanjoy Patowari			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Rama Prasad Chakraborty	BINAYAK CONSTRUCTION-0.869196 Dec
2	Shri Santanu Chakraborty	BINAYAK CONSTRUCTION-0.869196 Dec
3	Shri Nandan Biswas	BINAYAK CONSTRUCTION-0.869196 Dec
4	Shri Deepanjan Biswas	BINAYAK CONSTRUCTION-0.869196 Dec
5	Smt Goun Chakraborty	BINAYAK CONSTRUCTION-0.869196 Dec
6	Smt Phulrani Chakraborty	BINAYAK CONSTRUCTION-0.869196 Dec
7	Shri Subhasish Chakraborty	BINAYAK CONSTRUCTION-0.869196 Dec

Endorsement For Deed Number : I - 160324081 / 2025

On 24-12-2025

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 11:36 hrs on 24-12-2025, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Shri Sanjoy Patowari .

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 36,87,502/-

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

Execution is admitted on 24/12/2025 by 1. Shri Rama Prasad Chakraborty, Son of Late Santi Ranjan Chakraborty, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 2. Shri Santanu Chakraborty, Son of Late Prabitra Ranjan Chakraborty, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 3. Shri Nandan Biswas, Late Susmita Biswas, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 4. Shri Deepanjan Biswas, Son of Late Susmita Biswas, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 5. Smt Gouri Chakraborty, Wife of Late Nitya Ranjan Chakraborty, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 6. Smt Phulrani Chakraborty, Wife of Late Debasish Chakraborty, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others, 7. Shri Subhasish Chakraborty, Son of Late Nitya Ranjan Chakraborty, 51, BANSDRONI GOVERNMENT COLONY, KOLKATA, P.O: BANSDRONI, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700070, by caste Hindu, by Profession Others

Indetified by Shri SUKUMAR DAS, , , Son of Late KANAI LAL DAS, 4, GOVT. PLACE NORTH, P.O: COUNCIL HOUSE STREET, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Professionals

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

Execution is admitted on 24-12-2025 by Shri Sanjoy Patowari, SOLE PROPRIETOR, BINAYAK CONSTRUCTION (Sole Proprietorship), 140/1/305, N S C Bose Road, Azadgarh, Kolkata, City:- , P.O:- REGENT PARK, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700040

Indetified by Shri SUKUMAR DAS, , , Son of Late KANAI LAL DAS, 4, GOVT. PLACE NORTH, P.O: COUNCIL HOUSE STREET, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Professionals

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 832.00/- (E = Rs 800.00/- ,H = Rs 28.00/- ,M (b) = Rs 4.00/-) and Registration Fees paid by , by Cash Rs 232.00/-, by online = Rs 600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/12/2025 6:42PM with Govt. Ref. No: 192025260402555348 on 23-12-2025, Amount Rs: 600/-, Bank: SBI EPay (SBLePay), Ref. No. 4126884745837 on 23-12-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,070/- and Stamp Duty paid by , by Stamp Rs 100.00/-, by online = Rs 7,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1493, Amount: Rs.100.00/-, Date of Purchase: 01/12/2025, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 23/12/2025 6:42PM with Govt. Ref. No: 192025260402555348 on 23-12-2025, Amount Rs: 7,020/-, Bank:
SBI EPay (SBlePay), Ref. No. 4126884745837 on 23-12-2025, Head of Account 0030-02-103-003-02



Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69,
Registered In Book - I

Volume number 1603-2026, Page from 3774 to 3807
being No 160324081 for the year 2025.



[Handwritten signature]

Digitally signed by Debasish Dhar
Date: 2026.01.05 12:10:48 +05:30
Reason: Digital Signing of Dood.

(Debasish Dhar) 05/01/2026
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

05/01/2026, Query No:-16032003444063 / 2025 Dood No :I-24081/2025.
Document is digitally signed.

Page 24 of 24