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Verified that the document is similar
to registration. The signature sheet
and endorsement are attached to
the document are the part of the
document.

Additional District Sub-Registrar
Boghora, 24 Pgs. (N)

E9 NOV 2022

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 29th day of
November... Two Thousand Twenty Two

BETWEEN

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1) **SRI RADHARAMAN DAS(PAN-BPEPD7633A)** Son of Late Dhirendra Chandra Das, by occupation-Service, 2) **SRI RAKHAL CHANDRA DAS, (PAN-ADTPD4617L)**, Son of Late Dhirendra Chandra Das, by occupation-Business, 3) **SRI NEPAL CHANDRA DAS(PAN-AWDPD9344H)** Son of Late Dhirendra Chandra Das, by occupation-Business, 4) **SRI DHANANJAY DAS(PAN-DTYPD2910N)** Son of Late Dhirendra Chandra Das, by occupation-Business, 5) **SRI SOUMITRA DAS(PAN-AVZPD2351D)** Son of Late Dhirendra Chandra Das, by occupation-Business, all by faith -Hindu, all by nationality-Indian, all are residing at 1/28, Ramkrishna Pally, , P.O. Nandan Nagar, P.s. Belgharia, Kolkata-700083, District-North 24 Parganas, West Bengal, hereinafter called the **"LAND OWNERS"** (which terms or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include their heirs, executors, administrators. Legal representatives and assigns) of the **ONE PART:**

AND

APEX DEVELOPER, a sole proprietorship having its office at 14/5, Madhusudan Banerjee road PO & P.S. Belghoria, Kolkata-700056 represented by its sole proprietor **SRI SOURAV BANERJEE (PAN-AKHPB0412E, Aadhaar Card No.5412 6277 5898)** son of Late Dulal Chandra Banerjee, by faith Hindu, by Occupation Business, residing at 14/5, Madhusudan Banerjee road P.O. & P.S. Belghoria, Kolkata-700056, 24 Parganas North, hereinafter called the **"DEVELOPER"** (which terms or expression shall unless excluded by or repugnant to the subject or context to be deemed to mean and include its heirs, executors, administrators. Legal representatives and assigns) of the **OTHER PART:**

WHEREAS the Government of West Bengal with intent to rehabilitate the Refugee from East Pakistan (now Bangladesh) acquired some land



Addl. District Sub-Registrar
Belghoria, 24 Pgs. (N)

9 NOV 2022

at C.S. Plot / Dag No. 1032(P) & 1033(P), in the District 24 Parganas (North), at Mouza-Basudebpur, P.S. Belgharia, under provision of L.D.P Act, 1948/L.A. Act -I, of 1894 including the plot.

AND WHEREAS the Government of West Bengal offered all reasonable facilities to such refugees for residence in West Bengal.

AND WHEREAS said **SRI DHIRENDRA CHANDRA DAS** was one of such persons who had come to use occupy a piece and parcel of land particularly described in the Schedule hereunder written.

AND WHEREAS it has been decided by Government to make Gift of the said plot of land in favour of the **SRI DHIRENDRA CHANDRA DAS** so as to confer absolute right, title interest in the said land where he had been residing peacefully for a long time .

AND WHEREAS the Refugee Rehabilitation Department on behalf of the Governor of the State of West Bengal by a registered Deed of Gift dated-13.01.1988 registered at the office of the Additional District Registrar Barasat, North 24 Parganas, recorded in Book No. 1, Volume No. V, Pages 73 to 76, Being No. 319, for the year 1988, made gift and transferred land area measuring 4 Cottah more or less of homestead land at Mouza-Basudebpur, P.S. Belgharia, J.L. No. 2, C.S. Plot No. 1032(P) & 1033(P), L.O.P. No. 7, under Kamarhati Municipality in the District 24 Parganas (North), in favour of **SRI DHIRENDRA CHANDRA DAS**.

AND WHEREAS said **SRI DHIRENDRA CHANDRA DAS** mutated his name in the records of Kamarhati Municipality being Municipal Holding No. 442,

Premises No. 1/28, Ramkrishna Pally, Ward No. 30, Kolkata-700083, in the District of North 24 Parganas, and constructed one Three-storied building measuring 6210 Sq.ft. and paying relevant taxes regularly.

AND WHEREAS said **SRI DHIRENDRA CHANDRA DAS** was seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring area measuring 4 Cottah more or less of homestead land at Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, Kolkata-700083, under Kamarhati Municipality in the District 24 Parganas (North), more fully and particularly described in the First Schedule hereunder written.

AND WHEREAS said **SRI DHIRENDRA CHANDRA DAS** registered a Deed of Gift dated 13.08.2008, in the office of A.D.S.R. Cossipore-Dum Dum, recorded in Book No. I, Volume No. 183, pages from 35 to 42, being Deed No. 7153 for the year 2008, made gift and transferred **ALL THAT** piece and parcel of land measuring 4 Cottah more or less of homestead land togetherwith a Three-storied building measuring 6210 Sq.ft. (2450 Sq.ft on the Ground Floor, 2630 Sq.ft on the First Floor & 1130 Sq.ft on the Second Floor) at Mouza-Basudebpur, P.S. Belgharia, J.L. No. 2, C.S. Plot No. 1032(P) & 1033(P), L.O.P. No. 7, being Municipal Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia, Kolkata-700083 under Kamarhati Municipality, in the office of A.D.S.R. Cossipore Dum Dum, at present A.D.S.R. Belgharia in the District of 24 Parganas (North) to his sons namely Sri Radharaman Das, Sri Rakhal Chandra Das, Sri Nepal Chandra Das, Sri Dhananjay Das & Sri Soumitra Das the owners herein.

AND WHEREAS the said Sri Radharaman Das, Sri Rakhal Chandra Das, Sri Nepal Chandra Das, Sri Dhananjay Das & Sri Soumitra Das are jointly seized and possessed sufficiently entitled to **ALL THAT** piece and parcel of land measuring 4 Cottah more or less of homestead land togetherwith a Three-storied building measuring 6210 Sq.ft. (2450 Sq.ft on the Ground Floor, 2630 Sq.ft on the First Floor & 1130 Sq.ft on the Second Floor) at Mouza-Basudebpur, P.S. Belgharia, J.L. No. 2, C.S. Plot No. 1032(P) & 1033(P), L.O.P. No. 7, being Municipal Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia, Kolkata-700083 under Kamarhati Municipality, in the office of A.D.S.R. Cossipore Dum Dum, at present A.D.S.R. Belgharia in the District of 24 Parganas (North), free from all encumbrances, liens and lispendences.

AND WHEREAS the land owners hereof thus upon acquiring the lawful right, bonafide interest, marketable title and peaceful physical possession in respect of their above stated plot of land in the manner stated herein before, became its lawful owner and presently is in physical possession, occupation and enjoyment thereof free from all encumbrances to the exclusion of all other on payment of requisite Municipality/Statutory rates, rents and taxes there for till date as respective bonafide lawful owner/assessee thereof.

AND WHEREAS the Developer, the party of the Other Part herein, having offered proposal for development of the said plot by construction of a Multi storied building upon the same (morefully and particularly described in the **FIRST SCHEDULE** hereunder written) at his/her/ their own cost in accordance with the building plan to be sanctioned by the

Karmarhati Municipality and the owners have agreed to and/or accepted the Developer's proposal, inclusive of consideration therefore as contained therein.

AND WHEREAS the land Owners herein declare that the said property is free from all encumbrances, charges, liens and attachments, and there is no notice in existence respecting acquisition or requisition thereof by any Governmental or Semi Governmental Authorities or statutory or any other authorities, in fact.

AND WHEREAS pursuant to the said proposal of the developer the party of the Other part, and the land Owners, the party of the One part herein have agreed to cause to effect construction of a multi storied building upon the aforesaid plot of land for consideration as described hereinafter in details and the Developer, the party of the Other Part hereto has agreed to develop the said plot of land construction a multi storeyed building thereon as per terms and conditions hereinafter written.

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

ARTICLE-I

DEFINITION

PREMISES/ LAND: The said property shall mean the land at present measuring 4 Cottahs more or less of homestead land at Holding No. being Municipal Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia, Kolkata-700083, under Kamarhati Municipality, in the district of 24 Parganas (North).

BUILDING: shall mean proposed Multi-storied building to be constructed at the aforesaid premises as per plan to be sanctioned and issued by the Kamarhati Municipality

MUNICIPALITY: Shall mean Kamarhati Municipality.

COMMON PARTS: Shall mean and include the entrance, passages, paths, staircases, landings, lobbies, boundaries, common installation and other common areas including roof of the said building.

COMMON EXPENSES: Shall mean include all expenses to be incurred by all the parties for maintenance, management and the up-keep of the premises, particularly in respect of common areas within the premises of the said building, which to be built-up as per sanctioned Municipal plan.

PLANS: Shall mean the plan for elevation, design, drawings and specifications of the premises and the building to be prepared by the qualified Engineer (s) or persons and to be sanctioned by the Municipality including all sanctionable, modifications/ alteration therein.

LAND-OWNER'S ALLOCATION: The Land-Owners namely Sri Radharaman Das, Sri Rakhal Chandra Das, Sri Nepal Chandra Das, Sri Dhananjay Das & Sri Soumitra Das shall get **5(Five) Nos. of 2BHK** Flats, all flats are measuring **650 Sq.ft. more or less** (Covered Area) each flat is excluding stair and lift, out of which 2 (two) 2BHK Flat, each measuring **650 Sq.ft. more or less** (Covered Area) each on the **Ground Floor, Back**

Side excluding stair and lift **AND** one 2BHK Flat measuring **650 Sq.ft. more or less** (Covered Area) on the **First Floor, Back Side** excluding stair and lift **AND** one 2BHK Flat measuring **650 Sq.ft. more or less** (Covered Area) on the **Second Floor, Back Side** excluding stair and lift **AND** one 2BHK Flat, measuring **650 Sq.ft. more or less** (Covered Area) on the **Third Floor, Back Side** excluding stair and lift, together with undivided proportionate share in the Land of the Premises and common rights, benefits and all advantages of Common properties of new constructed building, which to be constructed by the Developers at its own costs and all expenses, as described in the Second Schedule hereunder written. This Development Agreement shall never be treated as partnership.

DEVELOPER'S ALLOCATION: **APEX DEVELOPER**, a sole proprietorship having its office at 14/5, Madhusudan Banerjee road PO & P.S. Belghoria, Kolkata-700056, after completion of new building (flatwise) remaining portion of the building together with undivided proportionate share of land of the premises and common rights, benefits and all advantages of common properties of new constructed building, which to be constructed by the Developer at its own costs and all expenses, will get as Developer's allocation and the Land-owner agreed for the same as described in the Third Schedule hereunder written. This Development Agreement shall never be treated as Partnership.

TRANSFER: Shall mean transfer by delivery of actual physical possession and by any other means adopted for effecting a transfer of saleable space in the new building under the law-in-force.

TRANSFeree: Transferee shall mean a person or persons to whom any saleable space in the building can be transferred / sold.

TIME: Shall mean tentatively **24 (Twenty Four) months** from the date of sanction of the building plan subject to the circumstances (time may be extended to 6 (six) months under unavoidable circumstances on mutual discussion) which is beyond control of the developer, such as lockdown, Corona pandemic, flood, earth quake, commotion, riot etc.

CONSTRUCTION COST: Shall mean entire cost and expenses of construction including ADC of new building till the handing over the physical possession of owner's allocation with C.C. & O.C. obtaining from the Municipality and other authorities including any misc. expenses and any litigation cost which shall be borne by the Developer exclusively upto Multi storied building.

ARTICLE- II

(LAND OWNER'S REPRESENTATION)

- The Land owner and none else is well and sufficiently entitled to the said property.
- None other than owner have / has any right title, interest and claim thereof.
- The said property is free from all encumbrances, charges, lines, attachments, trustee, acquisitions and requisition whatsoever.
- The Land owner does not hold any excess vacant land within the meaning of the Urban land (Ceiling and Regulation) Act, 1976.
- The Land owner have not entered into any agreement for sale and /or development or any other agreement whatsoever or howsoever in respect of the said premises.
- The Land owner have not appointed any person/s or firm or company as Constituted Attorney in respect of the said Municipal

Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia, Kolkata-700083, under Kamarhati Municipality in the District 24 Parganas (North).

- The Land owners will not be responsible to pay all taxes, rates, impositions and other outgoing including the municipal taxes, charges and levies up to the date of giving the vacant and uninterrupted Possession of the said premises in favour of the Developer.
- To indemnify the Developer in case of any third party's claim of any right, title, interest in respect of the said premises other than the present Land owner and also for any loss or damages, if to be suffered by the developer for such claims and / or consequences thereof.
- Not to cause any obstruction and/ or interference in the appointment of contractor, architect, financier, booking agent as stated hereinabove by the developer for the aforesaid construction of the new building and its completion.
- The owner shall handover the vacant possession of the said premises to the Developer for construction of new multi storied building with 30 (Thirty) days from the date of execution of this agreement.

ARTICLE -III

(DEVELOPERS' REPRESENTATION)

1. That on signing of this agreement, the Land owner will deliver the Original Title Deed and documents and other related papers in respect of the said Municipal Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia, Kolkata-700083, under Kamarhati Municipality in the District 24 Parganas (North) to

enable the developer to prepare the building plan and get it sanctioned from the Municipality.

2. Upon receiving the aforesaid documents the developer shall, with the help of a qualified engineer/ architect, prepare a plan and get the same signed and examined either by the Land owner or by his Constituted Attorney.
3. The Land owner doth hereby declare and confirm that on receipt of prior intimation they will deliver the peaceful and vacant possession of the said property to the developer who shall be entitled to the exclusive right to start construction of the building thereon at developers' own cost in terms whereof with a further right, inter- alia to exploit its own saleable space, commercially in the manner and subject to the terms and conditions provided herein.
4. The developer will demolish the existing building and the materials thereof will be the sole property of the developer. The developer will complete the construction within **24 (Twenty Four) months** from the date of obtaining sanctioned building plan to be sanctioned by the **Kamarhati Municipality** or uninterrupted vacant possession of the land whichever is later. The Developer further agreed to bear the entire cost of sanction plan upto multi stories and incidental costs thereto of the construction work of building or buildings on the said premises which is to be obtained by the Developer and the Land-owner will sign all necessary papers and documents etc. and assist in all respect to the developer for such sanction from the Kamarhati Municipality and allied construction work on the said premises. It is pertinent to

mention here that developer shall take necessary steps to obtain the sanction Building plan as early as possible.

5. In consideration of the cost of construction of the said building or buildings to be borne and / or to be paid by the Developer to negotiate for sale or deal with in any manner whatsoever and receive full consideration price in respect of the said space built up which remain available except the Land-owner's allocation as specifically mentioned hereinabove and particularly described in the Third Schedule hereunder written as full and final payment of the construction to be paid and borne by the developer as aforesaid and to give full and valid discharged thereof on behalf of the Land-owner in respect thereof.
6. After completion of new building, the developer shall obtain Occupancy Certificate of Building from the appropriate authority of **Kamarhati Municipality** and/ or any other authorities at the Cost of the Developer and copy of the same will be handed over to the Land-owner (herein).
7. The Developer shall complete the B.L. & L.R.O. mutation in respect of the said property at its responsibility at the cost of the owner and owner co-operate with the Developer.
8. If the Developer constructed extra floor upon the proposed new multi storied building as per revised plan sanction by the **Kamarhati Municipality** then the owner shall not claim or demand any portion of the extra floor.

ARTICLE -IV
(CONSIDERATION)

The developer shall be entitled to deal with the remaining saleable area (developer's allocation mentioned in Third Schedule) in the building equivalent to present of the total built up area together with proportionate undivided share of land with the right to use, common areas and amenities which the developer shall be entitled to sell, transfer, lease and/or otherwise deal with as it deem fit and proper and it shall be entitled to enter into any agreement and other commitments with any other party or parties subject to structural safety and approved design of the said building.

ARTICLE -V
(COMMENCEMENT)

Construction will be completed (tentatively) within **24 months** from the date of sanction plan or subject to getting the uninterrupted vacant possession of the said land which will be later on and subject to act of God.

ARTICLE -VI
(PROCEDURE)

1. The Land-Owners authorized the Developer to enter into agreement for sale or sale with intending purchaser/s of the flats, garage(s), shops, apartments, and spaces etc. except those set apart for the owner's allocation and to receive the money in respect of the same and to deliver vacant possession of the flats, apartments and commercial space etc. to the respective purchaser/s.

2. The Land Owners further agrees that their appointed Developer will submit plan or plans, if required, for construction of the building or

buildings at the said premises as per plan of the developer and will be signed and executed all documents and papers by the Land - Owners which may be found necessary by the Developer in connection with the Plan, Re-plan, amalgamation Modification or other construction and will allow the developer to do all acts and things at the cost of the developer.

3. The Developer shall be entitled to sell prospective purchaser/s for different flats, Garage(s), shops, spaces to be constructed at the said premises of Developer's Allocation only and for the purposes to sell in such manner as it shall think fit and proper save and except the Land owner's allocated share which will be retained and / or transferred by the Land-Owners.

4. The Developer shall be entitled to execute deed(s) for sale of different flats, Garage(s), shop(s) etc. and to accept money from the purchaser/s and to give valid discharge for the same save and except the flats of the Land owner. The Land owner shall not be accountable in any manner to the intending purchaser/s for such acceptances of money and the Developer will accept the said money entirely at its own risk and liability.

5. The Developer shall have no right, title and interest whatsoever in the Land-Owner's allocation and similarly the Land-Owners shall have no right or claim in respect of remaining constructed portion of building which are be regarded as Developer's allocation.

6. The Developer shall develop, construct and complete the building consisting of flats, apartment, Garages, shops and other spaces on the Land-Owner's said premises according to the sanctioned plans and specifications and more particularly specified in the Fourth Schedule hereunder written.

7. The Developer will construct the new building on the said premises by engaging efficient workmen with available materials as far as possible in the market, complying with all respects and the statutory requirements of construction of building, any plan or portion thereof is required to be charged, altered or modified upon compliance with the authority in accordance with law and the Land-Owners agreed for the same.

8. The Developer shall have the full and absolute right to invite purchaser/s (except the Land-Owners' allocation of Flats) to the flat(s), Garage(s), shop(s), space(s) and apartments to be constructed by the Developer on the Land-Owners' said premises and to fix up such prices as the Developer shall deem best and shall have absolute right and authority to sell the said flat(s), Garage(s), Shop(s) space(s) and apartments to such purchaser/s so selected by the Developer at its own choice to which the Land-Owners shall have no objection whatsoever.

9. The Land-Owners shall not interfere, interrupt, hamper or concern in any manner with the technical, engineering, architectural or structural drawings, plans or specification and in this regard the decision of the Developer shall be final, conclusive and binding on all

the parties. The Land - Owners shall sign all necessary application, writings and papers to obtain the sanction of the plans from the Kamarhati Municipality and /or other competent authorities.

10. The Land-Owners agrees and undertakes that they would be full access, facilities and assist in all respect to the Developer, its servants, agents, architect, Engineer, contractor or sub-contractor etc. Only authorized by the Developer on the Land-Owners' said land without any objection, interference, interruption, let or hindrance until the construction of the building is completed and possession is delivered to the intending purchaser/s and until completions of the deal. The developer will intimate to the Land-owners for possession of their allocation of share as stated hereinbefore and the Land-Owners will take possession of their respective portion within 07(Seven) days from the date of despatch of letter and simultaneously with such despatch, the Developer will be allowed freely to give the possession of any flat/s, Garage(s), shop(s) or space(s) which are retained by the Developer alone or to the intending purchaser or purchasers. The Land-Owners will not raise any objection in any manner whatsoever.

11. The Land-Owners shall be available for the necessary signature and to appear before any appropriate authority or authorities required fulfilling and complying with this agreement from time to time.

12. The Land-Owners will sign and execute any lawful map and / or plan, documents and papers required for compliance of this agreement and appears before the appropriate authority. They will not raise question as to the plan, map, documents and papers including the terms and conditions.

13. The Developer shall complete all outstanding, Municipal Tax, Khajna, Mutation & B.L. & L.R.O. Mutation cost at its responsibility at the cost of the owners.

ARTICLE - VII

(MISCELLANEOUS)

1. It has been agreed that the name of the building shall be given as per decision of the Developer & owners.

2. That after execution of this agreement, the Land owners shall not create any encumbrances and / or liens in respect of the said premises detrimental to the Developer's exclusive right for development of the property and its transfer.

3. That the Developer will at its own costs and expenses arrange for all materials to be used for construction, being the best quality available in the market, sound and well seasoned, and also tools, implement, scaffolding whatsoever necessary for carrying out and / or completing the said work according to the said plans and specifications. Under no circumstances, the developer will erect the building with inferior quality and materials thereby.

4. That all Original Title Deed/s and other documents relating to the said premises shall be delivered to the Developer by the Land-Owners at the time of execution of this Development agreement. The original title deeds and other documents, however, finally shall be handed over to the Association to be formed by the respective flat owner/s of the proposed building.

5. This agreement will not be treated as partnership between the parties herein, on the contrary, this agreement is purely joint venture agreement.

6. The parties herein have entered into this agreement purely as a contract and nothing contained herein which shall be deemed or construed as a partnership between them.

7. All acts of preparing title deeds and /or agreement and/ or the documents incidental thereto and steps for registration thereof will be done by Advocate / Advocates engaged by the Developer.

8. The name of the building will be selected by the Developer & Land-owners.

9. It is agreed by both parties that the Developer will have right to amalgamate the adjacent plot/ plots for construction of multi storied building in a complex for better rehabilitation.

10. The developer shall arrange **five** alternative accommodation and bear **@Rs. 6000/- per month for each accommodation**, from the date of handover the said premises to the Developer for construction of new multi storied building till handover the possession of owner's allocation.

11. It appears that the owner will not pay any money for Transformer.

12. It is also agreed that the roof of the new building would be used by the all flat owners & occupiers common and should not be used commercially by the Developer / Promoter.

13. The land owners shall install electric meter for their owner flat at the their own cost.

14. All the Flat owners shall jointly bear their maintenance cost.

ARTICLE -VIII

ARBITRATION

In case of any dispute between the parties hereto agreed to solve mutually towards interpretation of any clause or otherwise, the same will be referred to an arbitrator and all decisions and award shall be under the provision of Indian Arbitration and Conciliation Act, 1996.

ARTICLE -VIII

FORCE MEASURE

The developer shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relevant obligations are prevented by the existing of the force measure and shall be suspended from the obligations during the duration the force measure.

Force Measure shall mean flood, earth-quake, lockdown, covid-19 pandemic riot, war, tempest, civil commotion, strike and /or any other acts or commission beyond the reasonable control of the Developer.

FIRST SCHEDULE ABOVE REFERRED TO:

(Description of Entire Property)

ALL THAT piece and parcel of Bastu land measuring **4 Cottah** more or less of homestead land togetherwith a Three-storied building measuring **6210 Sq.ft. (2450 Sq.ft on the Ground Floor, 2630 Sq.ft on the First Floor & 1130 Sq.ft on the Second Floor)** at Mouza-Basudebpur, P.S. Belgharia, J.L. No. 2, C.S. Plot No. 1032(P) & 1033(P), L.O.P. No. 7, being Municipal Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia, Kolkata-700083 under Kamarhati Municipality, in the office of

A.D.S.R. Cossipore Dum Dum, at present A.D.S.R. Belgharia in the District of 24 Parganas (North), which is butted and bounded as follows-

North by : House of Gouranga Chandra Das.
 South by : House of Smt. Sikha Sarkar & Sri Paresh Sarkar.
 East by : Jheel.
 West by : 22' Feet Wide Municipal Road.

SECOND SCHEDULE ABOVE REFERRED TO:

(LAND OWNER'S ALLOCATION)

The Land-Owners namely Sri Radharaman Das, Sri Rakhal Chandra Das, Sri Nepal Chandra Das, Sri Dhananjay Das & Sri Soumitra Das shall get **5(Five) Nos. of 2BHK** Flats, all flats are measuring **650 Sq.ft. more or less** (Covered Area) all flat are excluding stair and lift, out of which 2 (two) 2BHK Flat, each measuring **650 Sq.ft. more or less** (Covered Area) each on the **Ground Floor, Back Side** excluding stair and lift **AND** one 2BHK Flat measuring **650 Sq.ft. more or less** (Covered Area) on the **First Floor, Back Side** excluding stair and lift **AND** one 2BHK Flat measuring **650 Sq.ft. more or less** (Covered Area) on the **Second Floor, Back Side** excluding stair and lift **AND** one 2BHK Flat, measuring **650 Sq.ft. more or less** (Covered Area) on the **Third Floor, Back Side** excluding stair and lift, together with undivided proportionate share in the Land of the Premises and common rights, benefits and all advantages of Common properties of new constructed building, which to be constructed by the Developers at its own costs and all expenses

THIRD SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

ALL THAT rest and residuary constructed portion (except the owner's allocation) together with proportionate share of land and common areas and facilities in the newly building at Municipal Holding No. 442, Premises No. 1/28, Ramkrishna Pally, Ward No. 30, P.S. Belgharia,

Kolkata-700083, in the District 24 Parganas (North), and the said rest portion will be retainable and/or saleable by the Developer according to its choice.

FOURTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATIONS)

(SPECIFICATION OF CONSTRUCTION WORK)

1. **STRUCTURE :** Building designs with R.C.C. framed structure of foundation 1:2:4 Ratio.
2. **BIRCK WORKS :** All Brick works are with conventional bricks As 8", 5" or 3" Thick wherever necessary .
3. **FLOORING :** All floor vitrified tiles .
4. **KITCHEN :** vitrified tiles flooring cooking platform with a steel sink basin and wall tiles upto 3'-0" above cooking platform Taps etc. complete with exhaust fan, kitchen chimney hole.
5. **TOILET :** vitrified tiles with wall dado of glazed tiles upto 6'-0" height with standard fittings and concealed plumbing system with 1 1/2' PVC pipes with PVC door Commode with one EWC Western gizer.
6. **DOORS :** Main entrance wooden door with collapsible gate, the internal door are flush door all frames will be good quality wood.
7. **WINDOW :** All window Aluminium Sliding with glass fittings including MS grill.
8. **ELECTRICAL :** Wiring will be concealed with I.S.I certified wires
Total electric point is 30-35 per flat.

9. **WATER SUPPLY :** Water source Municipal water supply, with underground reservoir/submersible pump.
10. **WALL PAINTING :** Internal wall will finished with plaster of Paris and outside wall finished with paint.
11. Three side boundary wall.
12. Water proofing treatment of the terrace.
13. **Lift:** Lift and Lift wall.
14. **EXTRA WORK :** Any extra work other than our specification shall be charged extra as decided by our authorized Engineer and such amount shall have to be deposited before the execution of such work. All requisites for additions alteration work have to be given in writing before starting of brick work. Thereafter No request shall be entertained.

IN WITNESS WHEREOF the parties hereto have put their respective hands on these presents on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

in presence of :

WITNESSES

1.

Rabi Kumar Routh

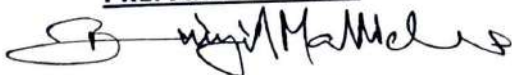
531 Nandan Nagar Baluchar

Kal - 83

2. Pranay Das
M. Lalul Bunder

AS-2601 82599658 VHS

PREPARED BY ME:-

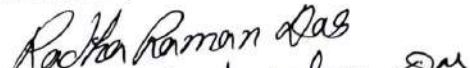


BISWAJIT MALLICK

Advocate

High Court, Calcutta

Enrol. No. F24 / 197 of 2007


Rakhal Chandra Das
Nepal ch. Bunder
Dhananjay Das
Suman Das

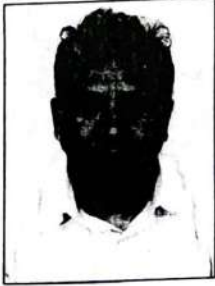
(SIGNATURE OF THE LAND-OWNERS)

APEX Developer

Saurav Banerjee
Proprietor

(SIGNATURE OF THE DEVELOPER)

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 <i>Roshan Kumar Das</i>	Little	Ring	Middle	Fore	Thumb
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
		(Right Hand)				
						
	 <i>Rishabh Chandra Das</i>	Little	Ring	Middle	Fore	Thumb
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
		(Right Hand)				
						
	 <i>Nepal Chandra Das</i>	Little	Ring	Middle	Fore	Thumb
(Left Hand)						
						
Thumb		Fore	Middle	Ring	Little	
		(Right Hand)				
						

SPECIMEN FORM FOR TEN FINGERPRINTS

Sl No	Signature of the Executants / Presentants					
	 Dharmajay Das	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
	 Soumitra Das	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						
	 Sarwan Banerjee	Little	Ring	Middle	Fore	Thumb
			(Left Hand)			
						
		Thumb	Fore	Middle	Ring	Little
			(Right Hand)			
						



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



192022230165587188

GRN Details

GRN:	192022230165587188	Payment Mode:	SBI Epay
GRN Date:	09/11/2022 12:27:47	Bank/Gateway:	SBICPay Payment Gateway
BRN :	3907489508225	BRN Date:	09/11/2022 12:28:12
Gateway Ref ID:	CHK9159569	Method:	State Bank of India NB
GRIPS Payment ID:	091120222016558717	Payment Init. Date:	09/11/2022 12:27:47
Payment Status:	Successful	Payment Ref. No:	2003172496/10/2022

[Query No. * Query Year]

Depositor Details

Depositor's Name:	Radharaman Das
Address:	Belgharia, Pin-700083
Mobile:	9330161092
Depositor Status:	Others
Query No:	2003172496
Applicant's Name:	Mr Sudip Kumar Dey
Identification No:	2003172496/10/2022
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	09/11/2022
Period To (dd/mm/yyyy):	09/11/2022

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003172496/10/2022	Property Registration- Stamp duty	0030-02-103-003-02	5020
2	2003172496/10/2022	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				5041

IN WORDS: FIVE THOUSAND FORTY ONE ONLY.

Major Information of the Deed

Deed No :	I-1526-06340/2022	Date of Registration	09/11/2022
Query No / Year	1526-2003172496/2022	Office where deed is registered	
Query Date	08/11/2022 3:40:08 PM	A D S R. Belghoria, District North 24-Parganas	
Applicant Name, Address & Other Details	Sudip Kumar Dey 24/46 Akshay Kumar Mukherjee Road, Thana : Baranagar, District : North 24-Parganas. WEST BENGAL, PIN - 700090, Mobile No : 7980088137, Status Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 99,51,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article 48(g))	Rs. 21/- (Article E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: North 24-Parganas, P.S.- Belgharia, Municipality: ARIADHA KAMARHATI, Road: Ramkrishna Pally, Mouza: Basudebpur, Premises No: 1/28, Ward No: 30, Holding No.442 JI No: 2, Pin Code : 700083

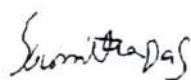
Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-1032	RS-7	Bastu	Bastu	2 Katha	28,80,000/-	Width of Approach Road: 22 Ft.
L2	RS-1033	RS-7	Bastu	Bastu	2 Katha	28,80,000/-	Width of Approach Road: 22 Ft.
		TOTAL :			6.6Dec	0 /-	57,60,000 /-
		Grand Total :			6.6Dec	0 /-	57,60,000 /-

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2	6210 Sq Ft.	0/-	41,91,750/-	Structure Type: Structure
Gr. Floor, Area of floor : 2450 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 1, Area of floor : 2630 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete Floor No: 2, Area of floor : 1130 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
	Total :	6210 sq ft	0 /-	41,91,750 /-	

Land Lord Details :

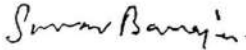
SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Radharaman Das Son of Late Dhirendra Nath Das Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022
1 Ramkrishna Pally, City:- , P.O:- Nandan Nagar, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700083 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: bpxxxxxx3a,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office				
2	Mr Rakhal Chandra Das Son of Late Dhirendra Chandra Das Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022
1 Ramkrishna Pally, City:- , P.O:- Nandan Nagar, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700083 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx7I,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office				
3	Mr Nepal Chandra Das Son of Late Dhirendra Chandra Das Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022
1 Ramkrishna Pally, City:- , P.O:- Nandan Nagar, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700083 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: awxxxxxx4h,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office				

Name	Photo	Finger Print	Signature
Mr Dhananjay Das Son of Late Dharendra Chandra Das Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022
1 Ramkrishna Pally, City:- , P.O:- Nandan Nagar, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700083 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: dtxxxxxx0n,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office			
Name	Photo	Finger Print	Signature
Mr Soumitra Das Son of Late Dharendra Chandra Das Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office	 09/11/2022	 LTI 09/11/2022	 09/11/2022
1 Ramkrishna Pally, City:- , P.O:- Nandan Nagar, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700083 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: avxxxxxx1d,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 09/11/2022 , Admitted by: Self, Date of Admission: 09/11/2022 ,Place : Office			

Developer Details :

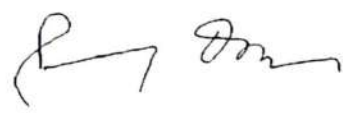
SI No	Name,Address,Photo,Finger print and Signature
1	APEX DEVELOPER 14/5 Madhusudan Banerjee Road, City:- , P.O:- Belgharia, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700056 , PAN No.: akxxxxxx2e,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr Sourav Banerjee (Presentant) Son of Late Dulal Chandra Banerjee Date of Execution - 09/11/2022, , Admitted by: Self, Date of Admission: 09/11/2022, Place of Admission of Execution: Office	 Nov 9 2022 1:10PM	 LTI 09/11/2022	 09/11/2022

14/5 Madhusudan Banerjee Road, City:- , P.O:- Belgharia, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700056, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: akxxxxxx2e,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of APEX DEVELOPER (as Sole Proprietor)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Pranay Das Son of Late Girendra Das Nilachal Birati, City:- , P.O:- Nilachal, P.S:-Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700051			
	09/11/2022	09/11/2022	09/11/2022

Identifier Of Mr Radharaman Das, Mr Rakhal Chandra Das, Mr Nepal Chandra Das, Mr Dhananjoy Das, Mr Soumitra Das, Mr Sourav Banerjee

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Radharaman Das	APEX DEVELOPER-0.66 Dec
2	Mr Rakhal Chandra Das	APEX DEVELOPER-0.66 Dec
3	Mr Nepal Chandra Das	APEX DEVELOPER-0.66 Dec
4	Mr Dhananjoy Das	APEX DEVELOPER-0.66 Dec
5	Mr Soumitra Das	APEX DEVELOPER-0.66 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Radharaman Das	APEX DEVELOPER-0.66 Dec
2	Mr Rakhal Chandra Das	APEX DEVELOPER-0.66 Dec
3	Mr Nepal Chandra Das	APEX DEVELOPER-0.66 Dec
4	Mr Dhananjoy Das	APEX DEVELOPER-0.66 Dec
5	Mr Soumitra Das	APEX DEVELOPER-0.66 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Radharaman Das	APEX DEVELOPER-1242.00000000 Sq Ft
2	Mr Rakhal Chandra Das	APEX DEVELOPER-1242.00000000 Sq Ft
3	Mr Nepal Chandra Das	APEX DEVELOPER-1242.00000000 Sq Ft
4	Mr Dhananjoy Das	APEX DEVELOPER-1242.00000000 Sq Ft
5	Mr Soumitra Das	APEX DEVELOPER-1242.00000000 Sq Ft

On 09-11-2022

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

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

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

Presented for registration at 12:30 hrs on 09-11-2022, at the Office of the A.D.S.R. Belghoria by Mr Sourav Banerjee

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 99,51,750/-

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

Execution is admitted on 09/11/2022 by 1. Mr Radharaman Das, Son of Late Dharendra Nath Das, 1 Ramkrishna Pally, P.O: Nandan Nagar, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700083, by caste Hindu, by Profession Service, 2. Mr Rakhal Chandra Das, Son of Late Dharendra Chandra Das, 1 Ramkrishna Pally, P.O: Nandan Nagar, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700083, by caste Hindu, by Profession Business, 3. Mr Nepal Chandra Das, Son of Late Dharendra Chandra Das, 1 Ramkrishna Pally, P.O: Nandan Nagar, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700083, by caste Hindu, by Profession Business, 4. Mr Dhananjoy Das, Son of Late Dharendra Chandra Das, 1 Ramkrishna Pally, P.O: Nandan Nagar, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700083, by caste Hindu, by Profession Business, 5. Mr Soumitra Das, Son of Late Dharendra Chandra Das, 1 Ramkrishna Pally, P.O: Nandan Nagar, Thana: Belgharia, , North 24-Parganas, WEST BENGAL, India, PIN - 700083, by caste Hindu, by Profession Business

Indetified by Mr Pranay Das, , , Son of Late Girendra Das, Nilachal Birati, P.O: Nilachal, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Business

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

Execution is admitted on 09-11-2022 by Mr Sourav Banerjee, Sole Proprietor, APEX DEVELOPER (Sole Proprietorship), 14/5 Madhusudan Banerjee Road, City:- , P.O:- Belgharia, P.S:-Belgharia, District:-North 24-Parganas, West Bengal, India, PIN:- 700056

Indetified by Mr Pranay Das, , , Son of Late Girendra Das, Nilachal Birati, P.O: Nilachal, Thana: Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2022 12:28PM with Govt. Ref. No: 192022230165587188 on 09-11-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3907489508225 on 09-11-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-
2. Stamp: Type: Impressed, Serial no 5382, Amount: Rs.5,000.00/-, Date of Purchase: 29/09/2022, Vendor name: J K BOSE

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2022 12:28PM with Govt. Ref. No: 192022230165587188 on 09-11-2022, Amount Rs: 5,020/-, Bank: SBI EPay (SBlePay), Ref. No. 3907489508225 on 09-11-2022, Head of Account 0030-02-103-003-02



Sougata Das
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
North 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1526-2022, Page from 194698 to 194730
being No 152606340 for the year 2022.



Digitally signed by SOUGATA DAS
Date: 2022.11.10 11:02:46 +05:30
Reason: Digital Signing of Deed.

Sou

(Sougata Das) 2022/11/10 11:02:46 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. Belghoria
West Bengal.

(This document is digitally signed.)