

3502/22

I-3464/2022



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AF 203947

2/1189343/22

ভাঙ্গা-গুণিতক পত্র  
স্বাক্ষরিত হইবে  
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স্বাক্ষরিত হইবে

Additional District Sub-Registrar  
Sodepur, North 24 Parganas

**DEVELOPMENT AGREEMENT**

20 APR 2022

**THIS DEED OF AGREEMENT** is made on this the 20th day of April, 2022 (Two Thousand and Twenty Two) as per **CHRISTIAN ERA.**

Contd...2

Alakanta Bandyopadhyay  
Address:

M/s APEX REALTY  
  
Partner

(2)

**BETWEEN**

**1. SMT. JYOTSNA MONDAL (PAN: BZYPM6266J)**, Wife of Late Mihir Mondal, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: Narasingha Dutta Ghat Road, P.O. Sukchar, P.S. Khardah, District - North 24 Parganas, Kolkata-700115,

**2. MISS. SHAMPA MONDAL (PAN: DKJPM5116F)**, Daughter of Late Mihir Mondal, by Nationality-Indian, by Religion-Hindu, by Occupation-Household, residing at: Narasingha Dutta Ghat Road, P.O. Sukchar, P.S. Khardah, District - North 24 Parganas, Kolkata-700115, hereinafter jointly called and referred to as the "**LAND OWNER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and/or assigns) of the **ONE PART.**

**AND**

**"M/S. APEX REALTY"** a Registered Partnership Firm under Indian Partnership Act, 1932 (Act IX of 1932), having its registered office at: Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, P.O. Sukchar, P.S.Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN No. AAWFA9689B**, hereby represented by its Partners:

**(1) SRI BISWANATH DAS**, Son of Late Narayan Chandra Das, by Nationality, Indian, by Religion - Hindu, by Occupation - Business, Residing at KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

*(Signature)*  
Sri Biswanath Das

Contd...3

M/s APEX REALTY

*(Signature)*

Partner

(3)

(2) **SRI MIHIR GUIN**, Son of Late Siddheswar Guin, by Nationality - Indian, by Religion - Hindu, by Occupation - Business, Residing at Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(3) **SRI SWAPAN DAS**, Son of Late Foudi Das, by Nationality - Indian, by Religion - Hindu, by Occupation - Business, Residing at RAMKRISHNA APARTMENT, Flat No. B, 3<sup>rd</sup> Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

(4) **SRI SUBHANKAR BISWAS**, Son of Sri Madhab Chandra Biswas, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, Residing at 2no. Subhash Nagar, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, hereinafter called and referred to as **PROMOTER/ DEVELOPER** (Which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the **OTHER PART.**

**WHEREAS** the land Owners No. 1 & 2 hereof are the absolute and lawful owners of a plot of land measuring more or less 8 Cottahs classified as "Bastu" lying and situates within **Mouza-Sukchar**, J.L. No. 9, Re.Su. No. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1820/2885, **corresponding L.R. Dag No. 5825**, under R.S. Khatian No. 171, corresponding to L.R. Khatian Nos. 5235 (in the name of Jyotsna Mondal) & 5236 (in the

  
Bhawanji Ramchandraji  
14/11/2017

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M/s APEX REALTY



Partner

(4)

name of Shampa Mondal) P.S.- Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, within the local limits of Panihati Municipality, bearing Holding No. 48, Narasingha Dutta Ghat Road, under Ward No. 1, togetherwith old dilapidated residential house standing thereon being morefully described in the Schedule appearing hereinafter alongwith all the estate, right, easement, interest, appendages, hereditament etc. is the subject property and which is the prime object of this Development Agreement.

**AND WHEREAS** the husband of the Land Owner No. 1 and the beloved father of the Land Owner No. 2 hereof namely Mihir Mondal (Son of Late Sharat Chandra Mondal) in his lifetime had purchased a plot of land measuring more or less 8 cottahs of land classified as "Bastu", within **Mouza-Sukchar**, J.L. No. 9, Re.Su. No. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 1820/2885**, under R.S. Khatian No. 171, P.S.- Khardah, by virtue of a Registered Bengali Saaf Bikroy Kobala being Deed No. 33, from his predecessor-in-title namely Khagendra Krishna Mitra & 12 Others and the said Deed was executed on 26.11.2000 and registered on 04.01.2001 at the Office of D.S.R. I, North 24 Parganas, Barasat, and the same was recorded in Book No. I, Vol. No. IV, Pages from 63 to 75, being no. 33, for the year 2001.

  
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**AND WHEREAS** after purchasing the aforesaid landed property the said Mihir Mondal while had been enjoying the actual physical possession of his landed property measuring an area about 8 Cottahs of landed property he died intestate on 17.01.2011, leaving behind him his wife namely Smt. Jyotsna Mondal (the land owner no. 1 hereof) AND only Daughter namely Miss Shampa Mondal (the land owner no. 2 hereof) as his Surviving legal heirs and successors and they inherited the said landed property as left by Mihir Mondal as undivided 1/2nd Share in each part as per the Law of Hindu Succession Act. 1956.

**AND WHEREAS** in the manner aforesaid the Land Owner No. 1 & 2 hereof have been possessing the said 8 Cottahs of land togetherwith a residential house standing thereon and mutated their names in the Assessment Registrar of Panihati Municipality in Holding No. 48, Narasingha Dutta Ghat Road, under Ward No. 1 and also recorded their names in the L.R. Record of Right in L.R. Khatian No. 5235 (in the name of Jyotsna Mondal) and L.R. Khatian No. 5236 (in the name of Shampa Mondal) in L.R. Dag No. 5825 and have been possessing and enjoying the said landed property as ezmal by exercising all their right of ownership over the said landed property and they thus legally entitled to the said property as joint owners by paying the relevant rent taxes regularly and enjoying the same peacefully, quietly and without interruption of others and hinderance from any corner whatsoever which is free from all shorts of encumbrances.

**AND WHEREAS** with a view to fulfil their desire and with the consent to amalgamate their landed property with the other contiguous plot holders as well as with amalgamation with the others holding in to a single holding and for making construction of a Multi Storeyed Building (G+4) over the landed property mentioned in the Schedule hereunder written the Land Owners of the First Part approached the Developer of the Second Part to construct a Multi Storeyed Building consisting of several residential flats, shops and garages etc. as per plan to be sanctioned by the Panihati Municipality at the cost, expenses and charges of the Developer and the Developer hereto agreed.

**AND WHEREAS** the parties hereto made and executed this agreement for construction of a Multi Storeyed Building in joint venture on the terms and conditions hereunder contained.

After completion of the construction of the proposed building the Land Owners will be entitled to:-

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the land owners no. 1 & 2 namely SMT. JYOTSNA MONDAL & MISS. SHAMPA MONDAL jointly shall be entitled to get the **35% constructed covered area as their Owner's Allocation** in respect of their land area into the new proposed multistoreyed building by using their land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

  
H. K. Mondal  
A. Mondal

Contd...7

(7)

The land owners no. 1 & 2 are jointly entitled to get **6 (Six) nos. of self contained residential Flat, being Flat no. F, on the 1st Floor, West Facing, measuring more or less 521 Sq. Ft. Constructed covered area and being Flat no. G on the 1st Floor, North-West Facing, measuring more or less 583 Sq. Ft. Constructed covered area and being Flat no. E on the 2nd Floor, South-West Facing, measuring more or less 971 Sq. Ft. Constructed covered area and being Flat no. C & D on the 3rd Floor, South-East Facing, measuring more or less 1432 Sq. Ft. Constructed covered area and being Flat no. G on the 4th Floor, North-West Facing, measuring more or less 583 Sq. Ft. Constructed covered area and One covered garage, being no. 3, on the Ground Floor, South Facing, measuring an area 202 Sq.ft. Constructed Covered area into the new proposed multistoryed building.**

**Covered area means : Constructed covered area + proportionate share of stair case & lobby.**

The Land Owners No. 1 & 2 herein also hereby jointly entitled to get a sum of **Rs. 20,00,000.00 (Rupees Twenty Lakhs)** only from the Developer as refundable/ adjustable security deposit amount out of which the Developer shall pay a sum of **Rs. 5,50,000.00 (Rupees Five Lakhs Fifty Thousand)** only to the Owners no. 1 & 2 at the time of execution and Registration of this Development Agreement and the balance amount of **Rs. 14,50,000.00 (Rupees Fourteen Lakhs Fifty**

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**Thousand)** Only shall be paid by the developer to the owners no. 1 & 2 after sanction plan of the proposed multistoreyed building subject to condition that the land owners no. 1 & 2 shall refund the said refundable/adjustable security deposit amount to the Developer before taking the physical possession of the Owner's Allocation and after receiving such amount as aforesaid the land owners no. 1 & 2 shall issue proper money receipt in favour of the Developer.

It is pertinent to mention here that after receiving and/or accepting the owner's allocation as specified herein above and after calculation of owner's allocation area if it is found that the land Owners no. 1 & 2 hereof will get more than the allocated area as per the ratio of **35%** of the constructed covered area in respect of the land area of the owners no. 1 & 2 in that event the Developer shall pay the money value for such excess area or Sq.ft. @ Rs. 2350/- (Rupees Two Thousand Three Hundred Fifty) Only per Sq.ft. to the Owners no. 1 & 2 and such amount shall be paid by the Developer to the land Owners no. 1 & 2 at the time of handover of the physical possession of Owner's Allocation and vice-versa.

Be it mentioned hereto that after receiving the possession of owner's allocation and the money value as mentioned hereinabove as their Owner's allocation the land Owners no. 1 & 2 herein shall have no future claim or demand in respect of their allocation from the Developer.

  
Director, Bangalore  
Urban

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Be it specifically mentioned here that other than the Owners' allocation as aforesaid of the respective land owner's the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

The Land Owners shall pay all the taxes & outgoings & shall be liable to pay all the outstanding dues and arrears till the date of signing of this agreement and/or handing over the vacant physical possession of their landed property to the Developer which ever is earlier & shall not call upon the Developer for the same.

**AND WHEREAS** the parties hereto confirm all the terms and conditions being accepted by them and/or now desirous of recording in writing the same terms and conditions subject to which the Developer agreed with the Land Owners for construction of a Multi storeyed building on the said land comprising the said property in the following manner:-

- a) Simultaneously with the execution of this Agreement the owners shall deliver physical vacant possession of the said property morefully described in the Schedule hereunder written for proceedings with acts, deeds and things necessary for Development of the said property and construction of a proposed Multi Storeyed Building thereon in accordance with the covenants of this Agreement.
- b) Simultaneously with the execution of this Agreement the Developer shall make prepare and caused to be made and prepared all Plan or Plans, Design, Drawings,

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specifications, applications, and all other papers and documents as may be necessary and/or required for the purpose of and/or for and/or in connection and/or in relation to the construction and/or erection of the proposed building by an Architect and/or Engineer of the Building at the entire costs, fees, charges to be borne by the Developer exclusively which shall be signed, executed, affirmed, endorsed by the Land Owners and to be submitted and filed by the Developer in the name of the Land Owners before the Panihati Municipality for sanctioning thereof, Fire Brigade Authority, Police authority, C.E.S.C. or W.B.S.E.D.C.L. or any other appropriate Government, Semi Govt, or Quasi Govt, authority or authorities whomsoever and when required necessary from time to time at the entire costs charges and expenses of the Developer. The Land Owners hereby declare that they would extend all sorts of co-operation necessary for such require acts, deeds and things to be done and/or caused to be done by the Developer.

c) It is specifically agreed by the parties that all costs, charges, fees, fines, penalties, expenses etc. to be incurred and/or paid on account of obtaining of the required building plan in respect of the said proposed Multi Storied building to be sanctioned by the Panihati Municipality and/or other concerned authority as the case may be shall exclusively be borne and/or paid by the Developer.

d) The Developer shall construct, re-construct, erect and/or build the said proposed building on the land comprised in the said property as per the said sanctioned building Plan at its own costs.

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e) The Developer shall complete the construction, re-construction, erection and/or build the said proposed building in accordance with the sanctioned building Plan as per below mentioned specification within **36 months** from the date of sanction building plan or revised sanction plan if any (hereinafter referred to as the said stipulated period) **with a Grace Period of 6 (six) months**, save & except due to force majeure viz. act of god, interalia, earthquakes, civil war, Air raid, Enemy War, Strike, Riot, Civil commotion and/or held up and/or obstructed due to any central and/or state government enactment ordinance or any injunction order of the court or any other reasons beyond the control of the Developer, then and in that event the said stipulated period shall be increased by the same period without any objection by the Land Owners.

f) The Land Owners shall execute Registered Development Power of attorney in favour of the Developer authorising it to take all steps for obtaining sanctioned plan or plans in respect of construction of the proposed building as aforesaid and for the purpose of the same to do all allied works, deeds or things in terms of this presents.

g) The Developer is at liberty to enter into agreement for sale with the intending purchaser or purchasers in respect of flats, shops and Garages from the Developer's allocation and to receive the earnest money, advances or payment from them without any consent of the owners at the terms and conditions the Developer may think and

proper. The Land Owners will not be liable for any transaction entered into by the Developer for the Developer's allocation vice-versa.

h) The Developer is entitled to enter into such Agreement and/or in all or any other agreements for sale, transfer, assignment, mortgage as may be from time to time be prepared, executed and/or registered by the Developer in favour of such said intending buyers and/or purchaser of the respective units or portion comprising the said share due to the developer in which the Land Owners shall have no say whatsoever and the Land Owners shall whenever be necessary be a confirming or principle party in such sale or transfer on the request of the Developer.

i) The Developer shall be at liberty to sell, let-out, lease out take advance for the Developer portion **except Owners' allocation** as per agreement.

j) Save and except as stated herein the Land Owners shall have no right to enter into any agreement of whatsoever nature with any third party in respect of the said property after execution of this Agreement and shall keep the Developer indemnified for the same.

k) If the Land Owners and Developer fail or neglect to comply with any of the terms and conditions of this agreement then the Land Owners and the Developer shall have right to sue either party for specific performance of this Agreement and/or for damage.

l) The Land Owners will not interfere in the day to day working of the Developer. The Developer will use quality

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materials for construction and in case of any dispute the decision of the appointed Architect or Engineer will be final and binding on both the parties.

m) If the Land Owners intend to sell their Owners' allocation to any purchaser/purchasers, the measurement of the flat should be calculated as Super-built-up area.

n) After demolishing the existing structure those will be the sole property of the Developer. The Land Owners shall not claim for the same. Both the Developer and the Land Owners shall do all other acts, deeds and things as may be required in law for giving effect to and/or due implementation of this Agreement and not to do any act, deeds or things which may amount to violation or contravention of any of the terms and condition herein contained.

Be it mentioned here that the land owners no. 1 & 2 shall shift to a nearby place wherein they will stay at the cost of the Developer and the developer shall arranged their temporary accommodation during the construction work and upon hand over the owners allocation area to the land owners the Land Owners shall shift back to their allocated portion in ready and finished condition.

(o) The Completion Certificate of Municipality will be obtained by the Developer at the costs, expenses and charges of the Developer.

(p) All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may

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appoint an umpire among themselves jointly in accordance with Arbitration and Conciliation Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

(q) The name of the proposed multistoried building will be "**MIHIR KUNJA**".

(r) All the interior fittings be it electrical, plumbing or any other materials etc. will be used as per the specification as mentioned in the Fourth Schedule herein below.

(s) No portion of the proposed building or the area of the premises as mentioned in this Development Agreement shall be used for any illegal purposes by any person including the developer or by any future buyer.

(t) In case of any dispute regarding construction, construction materials, design or anything which is related to the process of construction as mutually agreed Architect or Civil Engineer shall be deputed as to the settlement or the dispute and decision of the said Architect or Civil Engineer shall be final and binding on both parties.

Words in this indenture importing singular shall include plural and vice-versa.

Words in this indenture importing masculine gender shall include feminine or neuter gender and vice-versa.

  
Holkaly Bhandal, Mumbai

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(15)

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** the piece and parcel of land measuring more or less **8 Cothas of land**, classified as "**BASTU**" togetherwith **800 Sq.ft.** R.T. Shed residential house standing thereon with **Cemented Flooring** Lying & situates at **Mouza-Sukchar**, J.L. No. 9, **Re.Su. No. 14**, Touzi No. 156, comprised and contained in **R.S. Dag No. 1820/2885**, corresponding L.R. Dag No. 5825, under R.S. Khatian No. 171, corresponding to L.R. Khatian Nos. 5235 (in the name of Jyotsna Mondal) & 5236 (in the name of Shampa Mondal), P.S.- Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, within the local limits of Panihati Municipality, bearing Holding No. 48, Narasingha Dutta Ghat Road, under Ward No. 1, **TOGETHERWITH** all the estate rights, easements, interests, appendages, hereditaments etc. reserved from the land and building hereby mentioned which is the subject property of this Development Agreement.

**BUTTED AND BOUNDED BY**

On the North : Dag No. 1812.

On the South : 14.64 ft. wide Narasingha Dutta Ghat Road.

On the East : Land of Namita Das

On the West : Land of Madan Chatterjee.

  
Rajendra Kumar Das  
Secretary

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**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNER'S ALLOCATION)**

In consideration of the owners having granted the Developer and exclusive consent to develop the said property the land owners no. 1 & 2 namely SMT. JYOTSNA MONDAL & MISS. SHAMPA MONDAL jointly shall be entitled to get the **35% constructed covered area as their Owner's Allocation** in respect of their land area into the new proposed multistoryed building by using their land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The land owners no. 1 & 2 are jointly entitled to get **6 (Six) nos. of self contained residential Flat, being Flat no. F, on the 1st Floor, West Facing, measuring more or less 521 Sq. Ft. Constructed covered area and being Flat no. G on the 1st Floor, North-West Facing, measuring more or less 583 Sq. Ft. Constructed covered area and being Flat no. E on the 2nd Floor, South-West Facing, measuring more or less 971 Sq. Ft. Constructed covered area and being Flat no. C & D on the 3rd Floor, South-East Facing, measuring more or less 1432 Sq. Ft. Constructed covered area and being Flat no. G on the 4th Floor, North-West Facing, measuring more or less 583 Sq. Ft. Constructed covered area and One covered garage, being no. 3, on the Ground Floor, South Facing, measuring an area 202 Sq.ft. Constructed Covered area into the new proposed multistoryed building.**

  
Handwritten signature  
Date: \_\_\_\_\_

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**Covered area means : Constructed covered area + proportionate share of stair case & lobby.**

The Land Owners No. 1 & 2 herein also hereby jointly entitled to get a sum of **Rs. 20,00,000.00 (Rupees Twenty Lakhs)** only from the Developer as refundable/ adjustable security deposit amount out of which the Developer shall pay a sum of **Rs. 5,50,000.00 (Rupees Five Lakhs Fifty Thousand)** only to the Owners no. 1 & 2 at the time of execution and Registration of this Development Agreement and the balance amount of **Rs. 14,50,000.00 (Rupees Fourteen Lakhs Fifty Thousand)** Only shall be paid by the developer to the owners no. 1 & 2 after sanction plan of the proposed multistoreyed building subject to condition that the land owners no. 1 & 2 shall refund the said refundable/adjustable security deposit amount to the Developer before taking the physical possession of the Owner's Allocation and after receiving such amount as aforesaid the land owners no. 1 & 2 shall issue proper money receipt in favour of the Developer.

It is pertinent to mention here that after receiving and/or accepting the owner's allocation as specified herein above and after calculation of owner's allocation area if it is found that the land Owners no. 1 & 2 hereof will get more than the allocated area as per the ratio of **35%** of the constructed covered area in respect of the land area of the owners no. 1 & 2 In that event the Developer shall pay the money value for such excess area or Sq.ft. @ Rs. 2350/- (Rupees Two Thousand Three Hundred Fifty) Only per



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Sq.ft. to the Owners no. 1 & 2 and such amount shall be paid by the Developer to the land Owners no. 1 & 2 at the time of handover of the physical possession of Owner's Allocation and vice-versa.

Be it mentioned hereto that after receiving the possession of owner's allocation and the money value as mentioned hereinabove as their Owner's allocation the land Owners no. 1 & 2 herein shall have no future claim or demand in respect of their allocation from the Developer. It is pertinent to mentioned here that the land owner's shall use the statutory side space of the building for their ingress & egress to the pond which is situated on the northern side of their landed property.

Be it specifically mentioned here that other than the Owners' allocation as aforesaid of the respective land owner's the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

**THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's allocation)**

**DEVELOPER'S ALLOCATION** : shall mean all the remaining portion of the entire building (excluding Owners' allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer togetherwith the absolute right of the part of the Developer to enter into agreement for sale with intending purchaser/ purchasers by and mode of Transfer of property Act. and/ or lease, let out, or in any manner may with the same as the absolute Owners thereof.

**FOURTH SCHEDULE ABOVE REFERRED TO**

**(Specification of work)**

NUMBER OF FLOOR : Ground floor plus upper stories (G+4).

BUILDING AND WALL : R.C.C. Super structure with Grade 1 quality materials local brick field's bricks.

Internal finish : Plaster of Paris

External Finish : Cement based paint over plaster.

Door Frame : Wooden.

Palla : Flush Door. Toilet with P.V.C. Frame and palla.

Windows : Aluminium sliding window will be provided with glass (smoke gray/blackish) fitted.

Flooring : All rooms, dining, balcony, kitchen and toilet floor finished by floor tiles (16"x 16")/Floor Marble.

Stair & Corridor : Marble floor.

Kitchen : 3 ft. height glazed tiles covering from kitchen table top finished with Black Stone and one steel sink will be provide and two taps.

Bathroom & Toilet: 6ft. height glazed tiles from 6 inches skirting, concealed Water pipes lines finishing with two taps and one shower point. White Indian Pan/W.C. Commode.

Balcony : 2'-6" covered with brick work/or grill fittings.

Dinning : One basin with white colour with tap.

ELECTRICITY

Sufficient electric points as follows:

Main Entrance : One Light and one Calling Bell point.

Bedroom : One Tube, One fan, One plug, Double bracket point.

Balcony : One light, One plug point,

Dining : One Tube, One fan, One plug, Single Bracket, 15 Amps Plug for freeze, One D.P. Main Switch.

Toilet : One light, One fan (exhaust).

Kitchen : One light, One fan (exhaust), One 15 Amps Plug points.

Water : 24 hours supply through Submersible & Municipal water connection.

Mother Meter/Common Lift : Proportionate cost of infrastructure i.e mother line and proportionate lift cost i.e. Rs. 50,000/- per unit/flat will be borne by the land owners and intending purchaser of the building exclusively for their respective allocation.

Extra works : Any extra works other than the standard schedule shall be charged extra and such amount shall be deposited by the owner or purchaser before the execution of such works.

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(21)

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed his respective hands and seal on the day, month and year first above written.

SIGNED & DELIVERED  
in presence of following

**WITNESSES:**

1. January Day  
Sukhdev Kh. D. Ghat  
Erad. No. 100/10015
2. Hyan Banerjee  
Adv  
Barrackpore Court  
Enlno. F/1424/2023

*Sukhdev Kh. D. Ghat*

*Hyan Banerjee*

**SIGNATURE OF THE LAND OWNERS**

*Signature of Land Owners*  
*Signature of Land Owners*  
*Signature of Land Owners*

*Signature of Developer*

**SIGNATURE OF THE DEVELOPER**

**Drafted by:**

*Signature of Drafted by*  
 Preetam Das  
 Laser Setter

**Laser Setter:**

*Signature of Laser Setter*  
**Preetam Das**

(22)

**Memo of Consideration**

We, the land owners hereof do hereby received a sum of **Rs. 5,50,000.00 (Rupees Five Lakhs Fifty Thousand)** only from the within named Developer/s as part payment of owners allocation in the following memo:

1. By an a/c payee cheque being no. 005589  
dated 04.04.2022, issued from BOB                      Rs. 2,75,000.00
2. By an a/c payee cheque being no. 005590  
dated 04.04.2022, issued from BOB                      Rs. 2,75,000.00

**Total : Rs. 5,50,000.00**

In Word: **Rupees Five Lakhs Fifty Thousand Only.**

SIGNED AND DELIVERED  
IN PRESENCE OF FOLLOWING

**WITNESSES:**

1. *Jitendra Singh*  
*Sahakar & Co. D. J. Road, New*  
*P. S. Sahakar, K. S. Road*
2. *Ayan Banerjee*  
*Adv*  
*Harrapore Court*

*Shri. J. K. Mondal*  
*Shri. J. K. Mondal*  
**SIGNATURE OF THE LAND OWNERS**

**UNDER RULE 44A OF THE I.R. ACT**



*Biswanath Das*

(1) Name : **SRI BISWANATH DAS**

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person, and attested by the said person.*

-----  
**SIGNATURE OF THE PRESENTANT**



*Mihir Guin*

(2) Name : **SRI MIHIR GUIN**

Status : Presentant/Executant/Claimant/Attorney/Prinicipal/Guardian/Testator

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person, and attested by the said person.*

-----  
**SIGNATURE OF THE PRESENTANT**

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

**UNDER RULE 44A OF THE I.R. ACT**



(1) Name : **SRI SWAPAN DAS**

*Swapan Das*

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person, and attested by the said person.*

*Swapan Das*  
-----  
**SIGNATURE OF THE PRESENTANT**

(2) Name : **SRI SUBHANKAR BISWAS**

*Subhankar Biswas*

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator



**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

*All the above fingerprints are of the abovenamed person, and attested by the said person.*

*Subhankar Biswas*  
-----  
**SIGNATURE OF THE PRESENTANT**

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.



**UNDER RULE 44A OF THE I.R. ACT 1908**



(1) Name : **SMT. JYOTSNA MONDAL**

**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

23/11/2024  
SIGNATURE OF THE PRESENTANT

(2) Name : **MISS. SHAMPA MONDAL**

Status : Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator



**LEFT HAND FINGER PRINTS**

LITTLE	RING	MIDDLE	FORE	THUMB

**RIGHT HAND FINGER PRINTS**

THUMB	FORE	MIDDLE	RING	LITTLE

Shampa Mondal  
SIGNATURE OF THE PRESENTANT

All the above fingerprints are of the abovenamed person, and attested by the said person.

N.B. : L.H. = Left Hand Finger Prints & R.H. = Right Hand Finger Prints.

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

**GRN Details**

GRN:	192022230010698091	Payment Mode:	Online Payment
GRN Date:	19/04/2022 21:34:37	Bank/Gateway:	AXIS Bank
BRN :	323058849	BRN Date:	19/04/2022 21:04:00
Payment Status:	Successful	Payment Ref. No:	2001189343/1/2022

[Query No\*/Query Year]

**Depositor Details**

Depositor's Name:	Alokendu Bandyopadhyay
Address:	76, Central Road, Anandaloke Sodepur, Kolkata-700110
Mobile:	9674975574
Depositor Status:	Advocate
Query No:	2001189343
Applicant's Name:	Mr Alokendu Bandyopadhyay
Identification No:	2001189343/1/2022
Remarks:	Sale, Development Agreement or Construction agreement

**Payment Details**

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2001189343/1/2022	Property Registration- Stamp duty	0030-02-103-003-02	9921
2	2001189343/1/2022	Property Registration- Registration Fees	0030-03-104-001-16	5521
			<b>Total</b>	<b>15442</b>

**IN WORDS: FIFTEEN THOUSAND FOUR HUNDRED FORTY TWO ONLY.**

## Major Information of the Deed

Deed No :	I-1524-03464/2022	Date of Registration	20/04/2022
Query No / Year	1524-2001189343/2022	Office where deed is registered	
Query Date	19/04/2022 8:02:27 PM	A.D.S.R. SODEPUR, District: North 24-Parganas	
Applicant Name, Address & Other Details	Alokendu Bandyopadhyay Barrackpore Court,Thana : Barrackpore, District : North 24-Parganas, WEST BENGAL PIN - 700120, Mobile No. : 9830075574, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,50,000/-]		
Set Forth value	Market Value		
Rs. 50,00,000/-	Rs. 77,76,005/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 5,521/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

### Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: Narasingha Ghat Road, Mouza: Sukhchar, Ward No: 1, Holding No:48 JI No: 9, Touzi No: 156 Pin Code : 700115







Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	KS-1820/2885	RS-171	Bastu	Bastu	8 Katha	48,00,000/-	75,60,005/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					13.2Dec	48,00,000 /-	75,60,005 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	800 Sq Ft.	2,00,000/-	2,16,000/-	Structure Type: Structure
Gr. Floor, Area of floor :800 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
<b>Total :</b>		800 sq ft	2,00,000 /-	2,16,000 /-	











**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt Jyotsna Mondal</b> Wife of Late Mihir Mondal Executed by: Self, Date of Execution: 20/04/2022 , Admitted by: Self, Date of Admission: 20/04/2022 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	20/04/2022	LTI 20/04/2022	20/04/2022	
Narasingha Dutta Ghat Road, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North24-Parganas, West Bengal, India, PIN:- 700115 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BZxxxxxx6J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/04/2022 , Admitted by: Self, Date of Admission: 20/04/2022 ,Place : Office				
2	<b>Name</b> <b>Miss Shampa Mondal (Presentant)</b> Daughter of Late Mihir Mondal Executed by: Self, Date of Execution: 20/04/2022 , Admitted by: Self, Date of Admission: 20/04/2022 ,Place : Office	<b>Photo</b> 	<b>Finger Print</b> 	<b>Signature</b> 
	20/04/2022	LTI 20/04/2022	20/04/2022	
Narasingha Dutta Ghat Road, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North24-Parganas, West Bengal, India, PIN:- 700115 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: DKxxxxxx6F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 20/04/2022 , Admitted by: Self, Date of Admission: 20/04/2022 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>APEX REALTY</b> Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115 , PAN No.:: AAxxxxxx9B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Name Photo Finger Print Signature
1	<p><b>Mr BISWANATH DAS</b>                      Son of Late Narayan Chandra Das                      Date of Execution - 20/04/2022, , Admitted by: Self, Date of Admission: 20/04/2022, Place of Admission of Execution: Office</p>   <p>Apr 20 2022 1:45PM L11 20/04/2022</p> <p>Signature: <i>Biswanath Das</i></p> <p>20/04/2022</p> <p>KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : APEX REALTY (as Partner)</p>
2	<p><b>Mr MIHIR GUIN</b>                      Son of Late Siddheswar Guin                      Date of Execution - 20/04/2022, , Admitted by: Self, Date of Admission: 20/04/2022, Place of Admission of Execution: Office</p>   <p>Apr 20 2022 1:46PM L11 20/04/2022</p> <p>Signature: <i>Mihir Guin</i></p> <p>20/04/2022</p> <p>Dr Gopal Chatterjee Road, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : APEX REALTY (as Partner)</p>
3	<p><b>Mr SWAPAN DAS</b>                      Son of Late Foudi Das                      Date of Execution - 20/04/2022, , Admitted by: Self, Date of Admission: 20/04/2022, Place of Admission of Execution: Office</p>   <p>Apr 20 2022 1:47PM L11 20/04/2022</p> <p>Signature: <i>Swapan Das</i></p> <p>20/04/2022</p> <p>RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, Dr. Gopal Chatterjee Road, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : APEX REALTY (as Partner)</p>
4	<p><b>Mr SUBHANKAR BISWAS</b>                      Son of Mr Madhab Chandra Biswas                      Date of Execution - 20/04/2022, , Admitted by: Self, Date of Admission: 20/04/2022, Place of Admission of Execution: Office</p>   <p>Apr 20 2022 1:47PM L11 20/04/2022</p> <p>Signature: <i>Subhankar Biswas</i></p> <p>20/04/2022</p>

2no. Subilush Nagar, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : APEX REALTY (as Partner).

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Ayan Banerjee</b> Son of Mr. Swapan Banerjee Barrackpore Court, City:- Barrackpore, P.O:- Barrackpore, P.S:-Barrackpore, District:-North 24-Parganas, West Bengal, India, PIN:- 700120			
	20/04/2022	20/04/2022	20/04/2022

Identifier Of Smt Jyotsna Mondal, Miss Shampa Mondal, Mr BISWANATH DAS, Mr MIHIR GUIN, Mr SWAPAN DAS, Mr SUBHANKAR BISWAS

**Transfer of property for L1**

Sl.No	From	To, with area (Name-Area)
1	Smt Jyotsna Mondal	APEX REALTY-6.6 Dec
2	Miss Shampa Mondal	APEX REALTY-6.6 Dec

**Transfer of property for S1**

Sl.No	From	To, with area (Name-Area)
1	Smt Jyotsna Mondal	APEX REALTY-400.00000000 Sq Ft
2	Miss Shampa Mondal	APEX REALTY-400.00000000 Sq Ft

On 20-04-2022

**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 . 46 (g) of Indian Stamp Act 1899

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

Presented for registration at 13:13 hrs on 20-04-2022, at the Office of the A.D.S.R. SODEPUR by Miss Shampa Mondal one of the Executants.

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

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 77,76,005/-

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

Execution is admitted on 20/04/2022 by 1. Smt Jyotsna Mondal, Wife of Late Mihir Mondal, Narasingha Dutta Ghat Road, P.O. Sukchar, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession House wife, 2. Miss Shampa Mondal, Daughter of Late Mihir Mondal, Narasingha Dutta Ghat Road, P.O. Sukchar, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Others

Identified by Mr Ayan Banerjee, . . Son of Mr Swapan Banerjee, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, . City/Town: BARRACKPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

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

Execution is admitted on 20-04-2022 by Mr BISWANATH DAS, Partner, APEX REALTY (Partnership Firm), Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115

Identified by Mr Ayan Banerjee, . . Son of Mr Swapan Banerjee, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, . City/Town: BARRACKPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2022 by Mr MIHIR GUIN, Partner, APEX REALTY (Partnership Firm), Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115

Identified by Mr Ayan Banerjee, . . Son of Mr Swapan Banerjee, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, . City/Town: BARRACKPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2022 by Mr SWAPAN DAS, Partner, APEX REALTY (Partnership Firm), Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115

Identified by Mr Ayan Banerjee, . . Son of Mr Swapan Banerjee, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, . City/Town: BARRACKPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

Execution is admitted on 20-04-2022 by Mr SUBHANKAR BISWAS, Partner, APEX REALTY (Partnership Firm), Bimala Apartment, 46A(28), Patuatola Lane, Room No. 1, City:- Panihati, P.O:- Sukchar, P.S:-Khardaha, District:-North 24-Parganas, West Bengal, India, PIN:- 700115

Identified by Mr Ayan Banerjee, . . Son of Mr Swapan Banerjee, Barrackpore Court, P.O: Barrackpore, Thana: Barrackpore, . City/Town: BARRACKPORE, North 24-Parganas, WEST BENGAL, India, PIN - 700120, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,521/- ( B = Rs 5,500/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,521/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/04/2022 9:36PM with Govt. Ref. No: 192022230010698091 on 19-04-2022, Amount Rs: 5,521/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 323058849 on 19-04-2022, Head of Account 0030-03-104-001-16

M/s APEX REALTY  
*Klein*  
Partner

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 9,921/-

**Description of Stamp**

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 7636, Amount: Rs.100/-, Date of Purchase: 18/04/2022, Vendor name: RANA SUR

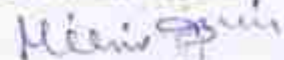
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 19/04/2022 9:36PM with Govt. Ref. No: 192022230010698091 on 19-04-2022, Amount Rs: 9,921/-, Bank AXIS Bank ( UTIB0000005), Ref. No. 323058849 on 19-04-2022, Head of Account 0030-02-103-003-02



**Sumanta Chakraborty**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SODEPUR**  
**North 24-Parganas, West Bengal**

M/s APEX REALTY



Partner



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2022, Page from 139158 to 139193

being No 152403464 for the year 2022.



Digitally signed by SUMANTA  
CHAKRABORTY  
Date: 2022.04.21 13:37:29 +05:30  
Reason: Digital Signing of Deed.

(Sumanta Chakraborty) 2022/04/21 01:37:29 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
West Bengal.

M/s APEX REALTY  
  
Partner

(This document is digitally signed.)