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I-05664/2018

19

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

E 06 221

E 061231

अनुमोदित किंवा सादर सुमोदित के  
admitted to registration. The  
signature sheet / sheets & the  
endorsement sheet / sheets  
attached with this document  
are the part of this document.

21.9.18  
S.D.-1478225/18

Additional District Sub-Registrar  
Sodepur, North 21/9/2018

**DEVELOPMENT AGREEMENT**

THIS DEED OF AGREEMENT is made on this the 26<sup>th</sup> day  
of September, 2018 (Two Thousand and Eighteen) as per  
CHRISTIAN ERA.

M/s APEX REALTY  
Partner  
Mishra

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Alabendu Banerjee  
Address

(2)

**BETWEEN**

- 1. SRI TAPAN KUMAR CHAKRABORTY (PAN no. AMEPC2016Q)**, Son of Late Parimal Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation - Retired, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- 2. SRI SAIBAL CHAKRABORTY (PAN no. AUMPC8603M)**, Son of Late Dharendra Nath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Service, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- 3. SMT. MANJUSREE CHAKRABORTY (PAN no. BDAPC3617H)**, Wife of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 198/61, Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,
- 4. SMT. MITHU CHOUDHURY (PAN no. AWVPC5284F)**, Wife of Sri Alok Choudhury, Daughter of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 68, East Kaptepara Road, Bhatpara, P.O. Shyamnagar, P.S. Jagaddal, Dist. North 24 Parganas, PIN-743127,
- 5. SMT. MAMATA CHAKRABARTI (PAN no. BUOPC9505K)**, Wife of Sri Subrata Chakrabarti, Daughter of Late Debendranath Chakraborty, by Nationality-Indian, by Religion-Hindu, by Occupation-Housewife, residing at: 4 Asutosh Saroni, Durgapur Ramchandrapur, Samabaypalli, P.O. Durgapur, P.S. Nischinda, Dist. Howrah, PIN-711205 hereinafter Collectively called and referred to as the "**LAND OWNERS**" (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.**

M/s APEX REALTY

*Neha*

Partner

*[Signature]*  
Atulendu Banerjee

Advocate

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**AND**

"M/S. APEX REALTY" a Partnership firm having its 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 (PAN no. AFDPD5167P)**, Son of Late Narayan Chandra Das, by Nationality-Indian, by Religion-Hindu, by occupation-Business, residing at: KIRANALAYA, Ground Floor, Sasadhar Tarafdhar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115,

**(2) SRI MIHIR GUIN (PAN no. AJHPG3277D)**, 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 (PAN no. AIBPD7176M)**, 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 (PAN no. ALCPB4228Q)**, 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.**



Mokendu Banerjee

Partner

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M/s APEX REALTY  
Mihir Guin

(4)

**WHEREAS** Originally one Salla Bala Devi (Chakraborty), Wife of Late Manohar Chakraborty have got a plot of land measuring an area more or less 04 Cotthas 08 Chittaks 16 Sq.ft. within Mouza - Sukchar, J.L. no. - 9, Touzi no. - 156 , Re. Su. No.- 14, comprised and contained in R.S. Dag no. 623, under R.S. Khatian no. 648, from her husband Sri Manohar Chakraborty (Son of Late Madhusudan Chakraborty) by virtue of a Registered Deed of Gift, being no. 1511, which was executed and Registered on 09.02.1955 at the Office of S.R, Barrackpore, and the same was recorded in Book no. I, Volume no. 24, noted within the pages from 124 to 126, Being no. 1511, for the year 1955 and she also recorded her name in the R.S. Record of Right, being R.S. Dag No. 623/705, under R.S. Khatian No. 648 and mutated her name in the Assessment Registrar of Khardah Municipality and enjoying the same by paying relevant rents and taxes to the authority concern regularly.

**AND WHEREAS** the said Salla Bala Devi during her lifetime executed and registered a Deed of family Settlement in favour of her three sons namely Sri Parimal Chakraborty, Sri Dhirendranath Chakraborty, Sri Debendranath Chakraborty and two grand son namely Sri Saibal Chakraborty, Sri Sekhar Chakraborty (Both sons of Sri Dhirendranath Chakraborty) by making clear distribution and settlement her aforesaid landed property amongst the beneficiaries of the family Settlement Deed. The said Deed of family Settlement had registered in the Office of A.D.S.R. at Barrackpore, recorded into Book no. - I, Volume no. - 70 , written in pages from 205 to 214 , Being no. 3683, for the year 1987.

**AND WHEREAS** that thereafter one of the beneficiaries of the above Settlement Deed by name Dhirendra Nath Chakraborty, son of Late Salla Bala Devi unfortunately died intestate on 06.04.1990 and after the death of Dhirendra Nath

*Alokendu Bandyopadhyay*

Advocate

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M/S APEX REALTY  
Partner  
*Himanshu*

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Chakraborty his two sons 1) Sri Sekhar Chakraborty and 2) Sri Saibal Chakraborty jointly became the legitimate claimants in respect of the Estate of deceased Saila Bala Devi as per the terms of the said Deed of Settlement.

**AND WHEREAS** That thereafter said Saila Bala Devi died intestate on 18.08.1990 and after her death the said Settlement Deed became acted upon all the beneficiaries and according to the said Settlement Deed Sri Sekhar Chakraborty and Sri Saibal Chakraborty two sons of Late Dharendra Nath Chakraborty, jointly owned and acquired absolutely a plot of land marked as Plot no. B, containing an area measuring more or less 13 Chittaks 25 Sq.ft. with structure standing thereon and also they jointly owned and acquired Plot no. - A+B+C with the other two beneficiaries by name 1) Parimal Chakraborty and 2) Debendra Nath Chakraborty in equal share marked and shown in the annexed plan of the said Settlement Deed containing an areas measuring more or less 01 Cottah 01 Chittaks 21 Square feet.

**AND WHEREAS** During seized and possessed absolutely the above plot no- B containing with land measuring more or less 13Chittaks 25Sq.ft. and jointly with the other two beneficiaries by name Sri Parimal Chakraborty, since deceased and Sri Debendra Nath Chakraborty in respect of plot no. - A+B+C , containing with land measuring more or less 01 Cottah 01 Chittaks 21 Square feet having each undivided 1/3rd share or portion of land e.g. said Sri Sekhar Chakraborty and Sri Saibal Chakraborty jointly got a share of undivided land measuring 262 square feet or 5 Chittaks 37 Square feet out of the said plot no. "A+B+C" and Sri Parimal Chakraborty and Sri Debendra Nath Chakraborty having each share of undivided area of land measuring 262 Square feet.

**AND WHEREAS** By the forgoing event and facts said Sri Sekhar Chakraborty and Sri Saibal Chakraborty jointly became

*Mohenui Bandyopadhyay*

*Advocate*

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M/S APEX REALTY

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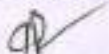
(6)

the Lawful Owners in respect of total land admeasuring 1 Cottah 03 Chittaks 17 Square feet (13Chittaks 25Sqft + 5Chittaks 37Sqft.), having each undivided share of land measuring more or less 09 Chittaks 31 square feet.

**AND WHEREAS** Thereafter abovenamed Sri Sekhar Chakraborty with love and affection gifted and transferred his undivided share of land measuring more or less 09 Chittaks 31 square feet unto his full blooded brother Sri Saibal Chakraborty through a registered Deed of Gift executed on 26th day of March 2016, registered and recorded in the Office of A.D.S.R. at Sodepur, entered into Book no. I , CD Volume no. - 1524-2016, Written in pages from 59889 to 59910, Being no.- 152401842, for the year 2016.

**AND WHEREAS** That by the above Deed of Gift and by the law of inheritance Sri Saibal Chakraborty became the absolute Owner in respect of land 01 Cottah 03 Chittaks 17 Square feet lying and situates at 198/61, Branch Panchanantala Road, within the Khardah Municipality, P.O. Sukchar, Police Station - Khardah, Kolkata-700115, in the District of 24-Parganas (North).

**AND WHEREAS** That after the death of Saila Bala Devi the said Settlement Deed became acted upon the all beneficiaries of Settlement Deed and according to the said Settlement Deed one of the beneficiaries i.e. son of Late Saila Bala Devi by name Sri Parimal Chakraborty owned acquired solely Plot - "A" and another beneficiaries Son of late Saila Bala Devi by name Sri Debendra Nath Chakraborty owned acquired solely Plot - "C" and Sri Parimal Chakraborty and Sri Debendra Nath Chakraborty they jointly also owned and acquired another Plot. - "A+C". In the said Settlement Deed The area of Plot - A , Plot - C and Plot A+C collectvely has defined total measurement as 02 Cotthas 09 Chittaks 15 Square feet.



Atokendu Bandyopadhyay

Advocate

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M/s APEX P.L.  
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**AND WHEREAS** That by the aforesaid manner Sri Parimal Chakraborty and Sri Debendra Nath Chakraborty jointly became the Owners in respect of land measuring 02 Cotthas 09 Chittaks 15 Square feet, having each equal undivided 1/2 half share of land i.e. measuring more or less 930 Square feet of land.

**AND WHEREAS** That in pursuant to the said Settlement Deed out of aforesaid Plot vide Plot no. A+B+C. Sri Parimal Chakraborty, since deceased got a share of land of undivided land measuring 262 square feet.

**AND WHEREAS** in pursuant to the above family Settlement Deed it is clear that Sri Parimal Chakraborty, since deceased was the Owner in respect of undivided share of land total admeasuring 1192 Square feet (930 Square feet + 262 square feet), and similarly Sri Debendra Nath Chakraborty also became the Owner in respect of land measuring more or less 1192 square feet (930 Square feet + 262 square feet) lying and situated within the Municipal Holding no. 198/61 ( Old holding no. - 61), Branch Panchanantala Road, P.O. Sukchar of Khardah Municipality.

**AND WHEREAS** that while seized and possessed the above said land measuring more or less 1192 Square feet by said Parimal Chakraborty died intestate on 04.02.2003 leaving behind him surviving his wife i) Smt. Renu Chakraborty @ Renubala Chakraborty, only son ii) Sri Tapan Kumar Chakraborty, the owner no. 1 herein and only daughter iii) Shipra Bhattacharya since deceased, Wife of Sri Ashok Bhattacharya and according to the Hindu Succession Act all the legal heirs and successors of said Parimal Chakraborty became the joint owners in respect of land measuring more or less 1192 Square feet having each 1/3rd share of land i.e. each having undivided share of land measuring more or less 397.33 Square feet,

*Atikendu Bandyopadhyay*

Advocate

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M/s APEX REALTY

*Nishu Singh*

Partner

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**AND WHEREAS** that by the foregoing facts and events Smt. Renu Chakraborty @ Renubala Chakraborty, became the owner in respect of land measuring more or less 397.33 Square feet solely and subsequently the said Shipra Bhattacharya died intestate on 14.06.1996 leaving behind her husband by name Sri Ashok Bhattacharya and only son Sri Anirban Bhattacharya as her legal heirs and successors and according to Hindu Succession Act. the said Sri Ashok Bhattacharya and Sri Anirban Bhattacharya jointly are the lawful Owners in respect of land measuring more or less 397.33 Square feet,

**AND WHEREAS** thereafter said Smt. Renu Chakraborty @ Renubala Chakraborty, Sri Anirban Bhattacharya and Sri Ashok Bhattacharya jointly with love and affection duly gifted and transferred their undivided total land measuring more or less 794.66 Square feet unto Sri Tapan Kumar Chakraborty through two separate registered Deed of Gift, out of which one Deed of Gift was registered on 30th day of March 2016 in the Office of A.D.S.R. at Sodepur recorded into Book no. I, C.D. Volume no. 1524-2016, written in pages from 57301 to 57327, Being no. 152401934, for the year 2016 AND another Deed of Gift which was executed on 20.09.2018 and registered on 25.09.2018 in the Office of A.D.S.R. at Sodepur recorded into Book no. I, Being no. 152405638, for the year 2018.

**AND WHEREAS** By the aforesaid two separate Deed of Gift and by way of law of inheritance said Tapan Chakraborty, the Owner no. 1 herein, became the absolute Owner in respect of land measuring more or less 1192 Square feet be the same and/or little more or less 1Cottah 10Chittaks 22Square feet.

**AND WHEREAS** in the foregoing events Sri Debendra Nath Chakraborty, Sri Tapan Kumar Chakraborty (the Owner no. 1 herein) and Sri Saibal Chakraborty (the Owner no. 2 herein) do hereby indemnify that they are now lawfully and absolutely seized, possessed and hold the title of the entire land admeasuring total 3256 Square feet (1192 Sq.ft. + 1192 Sq.ft. + 872 Sq.ft.)

*Alokendra Bandyopadhyay*

Advocate

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M/s. APEX RE...  
Nirmin Agin



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be the same and/or little more or less 04 Cottahs 08 Chittaks 16 Square feet more or less lying at Mouza-Sukchar, corresponding to municipal holding number 198/61, (old holding no. 61) Branch Panchanantala Road, within the Khardah Municipality, P.O. Sukchar, Police Station - Khardah, Kolkata - 700115, in the District of 24-Parganas (North).

**AND WHEREAS** the said Debendra Nath Chakraborty while has been enjoying the actual physical possession on the said plot of land and building with his co-sharer he died intestate on 20.01.2018 leaving behind him his wife namely SMT. MANJUSREE CHAKRABORTY (the Owner no. 3 hereof) and two daughters namely SMT. MITHU CHOUDHURY & SMT. MAMATA CHAKRABARTI (the Owner no. 4 & 5 hereof), as his surviving legal heirs and successors.

Thus the land owners no. 3 to 5 hereof i.e. the Wife & Daughters of deceased Debendra Nath Chakraborty as above named inherited the said 1Cottah 10Chittaks 22Sq.ft. of land i.e. 1192Sq.ft. of landed property left by Debendranath Chakraborty as undivided 1/3rd Share in each part as the Class-I legal heirs, as per the Law of Hindu Succession Act. 1956.

**AND WHEREAS** in the manner aforesaid the present owners hereof have been jointly possessing the said 04 Cottahs 08 Chittks 16 Square feet of land togetherwith a residential building standing thereon peacefully, quietly and without any interruption of others and have been jointly possessing and enjoying the said landed property by exercising all their right of ownership over the said landed property and they are thus legally entitled to the said property and as joint owners thereof paying the relevant rent taxes regularly.

**AND WHEREAS** with a view to fulfil their desire by making construction of a Multi Storeyed Building (G+4) with lift facility over the land mentioned in the Schedule hereunder written the Land Owners of the First Part approached the Developer

  
Alokendra Bandyopadhyay  
Advocate

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M/S APEX REALTY

Hiranjini

Partner

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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 Khardah 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 owners shall be entitled to get in the following manner:

(I) **SRI TAPAN KUMAR CHAKRABORTY**, the Owner no. 1 shall get the following allocation from the newly constructed Building in lieu of his proportionate share of land out of the First Schedule land **One complete residential Flat vide no. B-2 on the 2<sup>nd</sup> Floor, South-East-West facing containing an area more or less 1086 sq. ft. super built up area comprising with 3 bed rooms.**

(II) **SRI SAIBAL CHAKRABORTY**, the Owner no. 2 shall get the following allocation from the newly constructed Building in lieu of his proportionate share of land out of the First Schedule land **One complete residential Flat vide no. - B-3. on the Third 3<sup>rd</sup> Floor South - East - West facing containing an area more or less 1086 sq. ft. super built up area comprising with 3 bed rooms.**

(III) **SMT. MANJUSREE CHAKRABORTY, SMT. MITHU CHOUDHURY & SMT. MAMATA CHAKRABARTI** i.e. the Owners no. 3, 4 & 5 jointly shall get the following allocation from the newly constructed Building in lieu of their proportionate share of land out of the First Schedule land **One complete residential Flat vide no. - C1, on the 1<sup>st</sup> Floor, North-East-West facing containing an area more**

*Alokendra Bandyopadhyay*

*Advocate*

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M/s APEX REALTY

*Hiring*

Partner

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**or less 828 sq ft. super built up area comprising with 2 bed rooms.**

(IV) Owners also jointly entitled to get Consideration amount against their entire land for Development amounting to Rs. 21,00,000/- (Rupees Twenty One Lakhs) only and that would be paid in the manners stated herein below. On the date of execution the Developer would be paid a sum of Rs. 1,50,000/- Rupees One Lakh Fifty Thousand-only to the Owners.

Balance amount will be paid at the time of handover the allocation of the Owners.

After delivery of Owners' allocation 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 & outgoing & shall be liable to pay all the outstanding dues and arrears till the date of signing of this agreement or handing over the vacant physical possession 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

Atulendra Bandyopadhyay

Atulendra

M/s APEX REALTY

Milind Singh

Partner

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prepared all Plan or Plans, Design, Drawings, 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 Khardah Municipality for sanctioning thereof. And all application as well as obtaining necessary permission from 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 Khardah 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.

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 **30 months** from the date of sanction building Plan and/or handover the peaceful vacant possession of the subject landed property which ever



Alokendra Barahopadhyay

Advocate

M/S APEX REALTY  
Partner  
Himanshu

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is later (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 vise-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, leaseout take advance for the Developer portion except Owners' allocation as per agreement.

*Alokendra Babu Upadhyay*

*Advocate*

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

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.



Alokendra Bandyopadhyay

Advocate

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**THE FIRST SCHEDULE ABOVE REFERRED TO**

ALL THAT the piece and parcel of land measuring more or less -  
**04 Cotthas 08 Chittaks 16 Sq.ft.** of land classified as  
"Bastu" togetherwith a 100Sq.ft. R.T. Shed Standing thereon,  
situates and lying within **Mouza-Sukchar**, J.L. No. 9, Re.Su.  
No. 14, Touzi No. 156, comprised and contained in **R.S. Dag no.**  
**623/705**, under R.S. Khatian no. 648, P.S. Khardah, A.D.S.R.O.  
Sodepur, Dist. North 24 Parganas, within the local limits of Khardah  
Municipality, bearing Holding No. 198/61, Branch Panchanantala  
Road (Panchanantala Lane), under Ward No. 21, which is the  
subject property of this Development Agreement.

**BUTTED AND BOUNDED BY**

On the North : Property of Nemaï Sarkar.  
On the South : 20ft. Wide Branch Panchanantala Road  
(Panchanantala Lane).  
On the East : By land of Sibani Samanta.  
On the West : By 6ft. Wide Common passage.

**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 owners  
shall be entitled to get in the following manner:

- (I) **SRI TAPAN KUMAR CHAKRABORTY**, the Owner no. 1  
shall get the following allocation from the newly constructed  
Building in lieu of his proportionate share of land out of the First  
Schedule land **One complete residential Flat vide no. B-2**  
**on the 2<sup>nd</sup> Floor, South-East-West facing containing an**  
**area more or less 1086 sq ft. super built up area**  
**comprising with 3 bed rooms.**
- (II) **SRI SAIBAL CHAKRABORTY**, the Owner no. 2 shall get  
the following allocation from the newly constructed Building in  
lieu of his proportionate share of land out of the First Schedule  
land **One complete residential Flat vide no. - B-3. on the**  
**Third 3<sup>rd</sup> Floor South - East - West facing containing an**

*Mohendu Bhattacharyay*

Attornay

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M/s APEX REALTY  
*Mishra*  
Partner

(16)

area more or less 1086 sq. ft. super built up area comprising with 3 bed rooms.

(III) **SMT. MANJUSREE CHAKRABORTY, SMT. MITHU CHOUDHURY & SMT. MAMATA CHAKRABARTI** i.e. the Owners no. 3, 4 & 5 jointly shall get the following allocation from the newly constructed Building in lieu of their proportionate share of land out of the First Schedule land **One complete residential Flat vide no. - C1, on the 1<sup>st</sup> Floor, North-East-West facing containing an area more or less 828 sq ft. super built up area comprising with 2 bed rooms.**

(IV) Owners also jointly entitled to get Consideration amount against their entire land for Development amounting to Rs. 21,00,000/- (Rupees Twenty One Lakhs) only and that would be paid in the manners stated herein below. On the date of execution the Developer would be paid a sum of Rs. 1,50,000/- Rupees One Lakh Fifty Thousand only to the Owners.

Balance amount will be paid at the time of handover the allocation of the Owners.

After delivery of Owners' allocation 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 or handing over the vacant physical possession which ever is earlier & shall not call upon the Developer for the same.

**THIRD 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.

  
Alokendu Bandyopadhyay

Advocate

Contd...17

M/s APEX  
Himanshu  
Partner



Door Frame : Wooden.

Palla : Flash 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").

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.

Individual Meter/Common Lift : Cost of individual meter i.e. Rs. 20,000/- and proportionate cost of infrastructure i.e mother line and lift cost i.e. Rs. 40,000/- will be borne by the intending purchaser of the building exclusively for their 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.



Atulendra Bandyopadhyay

Advocate

Contd...18

M/s APEX KEN

Partner

Partner

(18)

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

SIGNED & DELIVERED

in presence of following

**WITNESSES:**

1. *Pradeep Kumar Chakraborty*  
Khowalia Kulinpara  
P. O. S.B. D. D. Dapan  
Kal - 116

*Jagan Kumar Chakraborty*  
*Saibal Chakraborty*

2. *Arishet Pradip*  
*Sriramravan*  
K07-113

*Manjushree Chakraborty*  
*Nithee Choudhury*

*Manata Chakraborty*  
**SIGNATURE OF THE LAND OWNERS**

M/s. APEX REALTY  
*Suman Deb*  
*Hilmi Ghin*  
Sunder Das

*Sukhanjay Biswas*

Partner

**SIGNATURE OF THE DEVELOPER**

**Drafted by :**

*Alokendu Bandyopadhyay*  
Alokendu Bandyopadhyay  
Bil. No - WB - 270/2004 Advocate  
District Judges' Court, Barasat  
North 24 Parganas (W.B.)

M/s APEX REALTY  
*Hilmi Ghin*  
Partner

**Laser Setter :**

*Prasanna Paul*  
Prasanna Paul  
Alokendu Bandyopadhyay  
Advocate

(19)

**Memo of Consideration**

We, the land owners do hereby received a sum of **Rs. 1,50,000.00 Rupees One Lakh Fifty Thousand** Only from the within named Developer/s as part payment of owners allocation in the following memo:

1. By a/c. payee cheque being no. 001166, dated 12.08.2016, issued from B.O.B. Rs. 50,000.00
2. By a/c. payee cheque being no. 001167, dated 12.08.2016, issued from B.O.B. Rs. 50,000.00
3. By a/c. payee cheque being no. 001168, dated 16.08.2016, issued from B.O.B. Rs. 50,000.00

**Total : Rs. 1,50,000.00**

In Word : **Rupees One Lakh Fifty Thousand** Only.

SIGNED AND DELIVERED  
IN PRESENCE OF FOLLOWING  
**WITNESSES:**

1. Preshree Ghosh  
Kharekha Kulinpara  
P. O. P. D. Sapan  
KOL-116

2. Arisken Podder  
Sriramnagar  
KOL-113

Japan Kumar Chakraborty

Saibal Chakraborty

Manjushree Chakraborty

Hithu Choudhury

Mamata Chakraborty  
SIGNATURE OF THE LAND OWNERS

M/S APEX REALTY

Mirvina  
Partner

ate of Registration under section 60 and Rule 69.

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ing No 152405664 for the year 2018.



Digitally signed by INDRADIP GHOSH  
Date: 2018.11.14 17:07:48 +05:30  
Reason: Digital Signing of Deed.

(Indradip Ghosh) 14-11-2018 16:53:59  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SODEPUR  
West Bengal.

M/s APEX RL

Partner



(This document is digitally signed.)