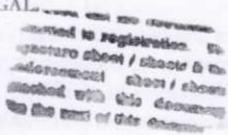
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পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL.

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sodepur, North 24-Parganal

DEVELOPMENT AGREEMENT

11 3 AUG 2021

THIS DEED OF AGREEMENT is made on this the 13th day of August, 2021 (Two Thousand and Twenty One) as per CHRISTIAN ERA.

Contd...2

Mokemba Bandropadhira

MIS APEX REALTY

BETWEEN

SRI ASHUTOSH SAHA (PAN NO. DNFPS8028R), Son of Late Haralal Saha, by Nationality - Indian, by Religion - Hindu, by Occupation - Retired, residing at: Panchanantala Road, Sukchar Ambagan, P.S. Khardah, P.O. Sukchar, Dist. North 24 Parganas, Kolkata-700115, hereinafter 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 his heirs, executors, administrators, successors, legal representatives and/or assigns) of the ONE PART.

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, 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,
- (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, 3rd Floor, Dr. Gopal Chatterjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata 700115,

Mokendu Bandrépadhyay

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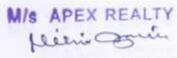
MIS APEX REALTY

(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 landowner hereof namely Sri Ashutosh Saha (S/o. Late Haralal Saha) has obtained a plot of land measuring an area about 3Cottahs 12Chittacks within Mouza-Sukchar, J.L. No. 9, L.O.P. No. 61, comprised and contained in R.S. Dag No. 641(P), P.S. Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality by dint of a Registered Deed of Gift being Deed No. 109 from R. R. & R. Dept., Govt. of West Bengal and the said Deed was executed and registered on 22.10.1987 at A.D.R. North 24 Parganas, Barasat and the same was recorded in Book No I, Vol. No. II, Pages from 133 to 136, being Deed No. 109, for the year 1987.

AND WHEREAS said Ashutosh Saha after obtaining the aforesaid landed property he mutated his name in the Assessment Register of Local Panihati Municipality, bearing Holding No. 34, Ambagan Colony, under Ward No. 2, and he constructed thereon a 700sq.ft. roof tiles shed thereon and resides there peacefully, quietly and without any interruption of others and have been possessing and enjoying the said landed property by exercising all the right

Alokendu Bandyopadhyay



of ownership over the said landed property and he thus legally entitled to the said property and as sole owner thereof paying the relevant rent & taxes regularly.

AND WHEREAS with a view to fulfil his desire by making construction of a Multi Storeyed Building (G+4) over the land mentioned in the Schedule hereunder written the Land Owner 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 Owner will be entitled to:-

In consideration of the owner having granted the Developer and exclusive consent to develop the said property the owner shall be entitled to get 36% of the sanctioned building plan area/Constructed Covered Area out of which the owner shall be entitled to get the Entire 1st Floor consisting of 3 Nos. of 2BHK self contained residential flats And another residential flat, being flat no. 2A, on the 2nd Floor, North-West Facing, having constructed covered area more or less 677Sq.ft. AND two nos. of Independant Shop Room, being Shop no. 2, measuring an area 170sq.ft. covered area and Shop no. 3, measuring an area 199sq.ft. covered area on the Ground Floor, North Facing and The Landowner is also entitled to get a sum of Rs. 3,00,000.00 (Rupees

Hokemin Bandyapadhyay

MIS APEX REALTY

Three Lakhs) only as adjustable/refundable security deposit amount in his part in consideration of the Owner's allocation and the said money will be paid by the developer to the landowner in the following manner:

- i) The developer shall pay Rs. 1,00,000.00 (Rupees One Lakh) Only at the time of execution and registration of this Development Agreement.
- ii) The developer shall pay Rs. 2,00,000.00 (Rupees Two Lakhs)
 Only at the time of handover the peaceful vacant possession
 of the subject landed property in favour of the developer and
 after receiving such amount as aforesaid the owner shall issue
 proper money receipt in favour of the Developer.

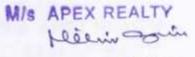
Covered area means (covered area of Flat + proportionate share of Stair Case, lift & Lobby).

It is pertinent to mention here that after receiving and/or accepting the owner's allocation flat and Shop Room as specified hereinabove and after calculation of owner's allocation area if it is found that the owner will get more than the allocated area as per the ratio of 36% of the sanctioned building plan area in that event the Developer shall pay the money value for such excess area or Sq.ft. @ Rs.2200/-(Rupees Two Thousand Two Hundred) Only per Sq.ft. and vise-versa.

The Developer shall pay rent @ Rs. 10,000/- per english calender month to the owner hereof for his temporary accomodation until he is put to possession on the said proposed multistoried building and such rent shall be continued from the date of handover the peaceful vacant possession of the subject landed property in favour of the Developer Firm and handover of possession should be given in writing.

Be it mentioned hereto that after receiving the possession of owner's allocation flats and shop rooms as mentioned hereinabove and the money value as aforesaid

Alokendu Bandyopadhyay



the land Owner herein shall have no future claim or demand in respect of his allocation from the Developer. Apart from the Owners' allocation flats & shop rooms the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

The Land Owner 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.

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 Owner 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 owner 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, 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

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MIS APEX REALTY

which shall be signed, executed, affirmed, endorsed by the Land Owner and to be submitted and filed by the Developer in the name of the Land Owner before the Panihati 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 Owner 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.
- 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 is later (hereinafter referred to as the said stipulated period) with a Grace Period of 6 (six) months, save & except due to force mejure 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 Owner.

- f) The Land Owner 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 owner at the terms and conditions the Developer may think and proper. The Land Owner 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 Owner shall have no say whatsoever and the Land Owner shall whenever be necessary be a confirming or principle party in such sale or transfer on the request of the Developer.

- The Developer shall be at liberty to sell, let-out, leaseout take advance for the Developer portion except Owners' allocation as per agreement.
- j) Save and except as stated herein the Land Owner 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 Owner and Developer fail or neglect to comply with any of the terms and conditions of this agreement then the Land Owner and the Developer shall have right to sue either party for specific performance of this Agreement and/or for damage.
- I) The Land Owner 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 Owner intend to sell the Owner's allocation to any purchaser/purchasers, the measurement of the flat should be calculated as Super-built-up area.
- n) That the Developer shall provide for two separate accommodation to the Owner and continue to pay rent for the said accommodation on behalf of the Land Owner till they are put to possession on the said proposed multi storied building.
- (o) After demolishing the existing structure those will be the sole property of the Developer. The Land Owner shall not claim for the same. Both the Developer and the Land Owner 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.

(p) 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.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring more or less 3Cottahs 12Chittaks of land classified as "BASTU" togetherwith a R.T. Shed standing thereon measuring more or less 700 Sq.ft. situates and lying at Sukchar Govt. Scheme - III, within Mouza-Sukchar, J.L. No. 9, L.O.P. No. 61, comprised and contained in R.S. Dag No. 641(P), P.S. - Khardah, A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, bearing Holding No. 34, Ambagan Colony, under Ward No. 2, which is the subject property of this Development Agreement.

Butted and Bounded by

On the North : 16ft. Wide Branch Panchanantala Road.

On the South : SERAPHIM TOWER.

On the East : House of Biswanath Ain and Biplab Ain.

On the West : Annapurna Apartment.

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

In consideration of the owner having granted the Developer and exclusive consent to develop the said property the owner shall be entitled to get 36% of the sanctioned building plan area/Constructed Covered Area out of which the owner shall be entitled to get the Entire 1st Floor consisting of 3 Nos. of 2BHK self contained residential flats And another residential flat, being flat no. 2A, on the 2nd Floor, Unkendu Bandsegradhver

North-West Facing, having constructed covered area more or less 677Sq.ft. AND two nos. of Independant Shop Room, being Shop no. 2, measuring an area 170sq.ft. covered area and Shop no. 3, measuring an area 199sq.ft. covered area on the Ground Floor, North Facing and The Landowner is also entitled to get a sum of Rs. 3,00,000.00 (Rupees Three Lakhs) only as adjustable/refundable security deposit amount in his part in consideration of the Owner's allocation and the said money will be paid by the developer to the landowner in the following manner:

- i) The developer shall pay Rs. 1,00,000.00 (Rupees One Lakh) Only at the time of execution and registration of this Development Agreement.
- ii) The developer shall pay Rs. 2,00,000.00 (Rupees Two Lakhs)
 Only at the time of handover the peaceful vacant possession
 of the subject landed property in favour of the developer and
 after receiving such amount as aforesaid the owner shall issue
 proper money receipt in favour of the Developer.

Covered area means (covered area of Flat + proportionate share of Stair Case, lift & Lobby).

It is pertinent to mention here that after receiving and/or accepting the owner's allocation flat and Shop Room as specified hereinabove and after calculation of owner's allocation area if it is found that the owner will get more than the allocated area as per the ratio of **36%** of the sanctioned building plan area in that event the Developer shall pay the money value for such excess area or Sq.ft. @ Rs.2200/-(Rupees Two Thousand Two Hundred) Only per Sq.ft. and vise-versa.

The Developer shall pay rent @ Rs. 10,000/- per english calender month to the owner hereof for his temporary accompodation until he is put to possession on the said proposed

multistoried building and such rent shall be continued from the date of handover the peaceful vacant possession of the subject landed property in favour of the Developer Firm and handover of possession should be given in writing.

Be it mentioned hereto that after receiving the possession of owner's allocation flats and shop rooms as mentioned hereinabove and the money value as aforesaid the land Owner herein shall have no future claim or demand in respect of his allocation from the Developer. Apart from the Owners' allocation flats & shop rooms the remaining portion of the said proposed Multi Storied Building (G+4) will be the sole property of the Developer.

The Land Owner 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.

Door Frame: Wooden.

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

<u>Windows</u>: 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 (24"x 24").

Stair & Corridor: Marble floor.

Alokendu Bahdvopadhvay

<u>Kitchen</u>: 4 ft. height glazed tiles covering from kitchen table top finished with Black Stone and one steel sink will be provide and two taps.

<u>Bathroom & Toilet:</u> 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.

<u>Bedroom</u>: One Tube, One fan, One plug, Double bracket point.

Balcony: One light, One plug point,

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

Toilet: One light, One fan (exhaust).

<u>Kitchen</u>: 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. 25,000/- and proportionate cost of infrastructure i.e mother line and lift cost i.e. Rs. 50,000/- will be borne by the landowner for his respective units/allocation and the intending purchaser/s 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.

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. Prealine Ghosh Khorelda kulimporca P. O. B. D. Sopon

2. Ruper Bule Sukehor, Ambagan P.O. Sukehor Kol- 700115

Ashitosh saha

SIGNATURE OF THE LAND OWNER

gos Mar. Du. Milion Soulin Surpon Dos

Suchharefan Biswy

Parethuse

SIGNATURE OF THE DEVELOPER

Drafted by:

Fal-Re- RB-5-fe/2 cey Advocates

Laser Setter:

Prasanna Pau

Alakendu Bandyuguddhvay

Memo of Consideration

I, the land owner do hereby received a sum of Rs 1,00,000.00 (Rupees One Lakh) Only from the within named Developer/s in the following memo:

154 Qualch layer chaque/Rupetales

154 Qualch layer chaque/Rupetales

155 Qualch layer chaque Rupetales

155 Qualch lay

Total: Rs. 1,00,000.00

In Word: Rupees One Lakh Only.

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING

WITNESSES:

1. Preabing Glock Khogad for Kneinpara Kol-116

2. Rapak & da_ Sweetherz, Ambagan P.O. Sweetherz Kol- 700115

Ashintosh Saha

SIGNATURE OF THE LAND OWNER

MIS APEX REALTY

Partner

Mokendu Bundyopadhyor

R S DAG NO- 641 (P), J.L. NO-9, R.S. NO- 14, IN HOLDING NO- 34, AMBAGAN COLONY, WARD NO- 2, UNDER P.S. - KHARDAH, MUNICIPALITY- PANIHATI, DIST - 24 P.G.S. (N.).

SUALE= 1 200

AREA OF LAND- 3 K- 12 CH- 0 SFT. (M/L)

COVD AREA (R T SHED) - 700 SFT

NORTH

Paris Mar D Milling Down Surpan Dan

Tubhanka Bin

SERAPHIN TOWER

19732 (64.-9")

19732 (64.-9")

20030 (65.-8.5")

ANNAPURNA APARTMENT

DEVELOPER'S SIGNATURE

Ashritash Saha

OWNER'S SIGNATURE

(16'-0") WIDE BRUNCH PANCHANAN TALA ROAD

Ajit Das 8/8, Balaknathtala Rashkhola, Khardah LIC No. 1/72 3 4 3 8

MIS APEX REALTY
Pertner

ONDER RULE 44A OF THE I.R. ACT SRI BISWANATH DAS (1) Name: 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. Mar Lan SIGNATURE OF THE PRESENTANT SRI MIHIR GUIN 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 Hillin Dyrin 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 Print APEX REALTY

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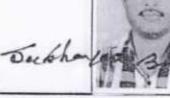
NDER RULE 44A OF THE I.R. ACT



SRI SWAPAN DAS (1) Name: ... PRINTS LEFT FINGER HAND 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. Sunpa Das SIGNATURE OF THE PRESENTANT

(2) Name . SRI SUBHANKAR BISWAS

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



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RIGHT HAND FINGER PRINTS

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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 Print M/s APEX REALTY

NDER RULE 44A OF THE I.R. ACT 1908



(1) Name: SRI	ASHUTOSH SA	Asimitach sangal		
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SIGNATURE OF (2) Name:	THE PRESENTA		n/Testator	X PHOTO PASTED
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All the above fingerprints are of the abovenamed person, and attested by the said person.

SIGNATURE OF THE PRESENTANT

Partner

X

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

X

MIS APEX REALTY

X

certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1524-2021, Page from 204797 to 204834 being No 152405024 for the year 2021.





Digitally signed by AMRITA CHAKRAVORTI Date: 2021.09.01 17:01:41 +05:30 Reason: Digital Signing of Deed.

(Amrita Chakravorti) 2021/09/01 05:01:41 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.



(This document is digitally signed.)

