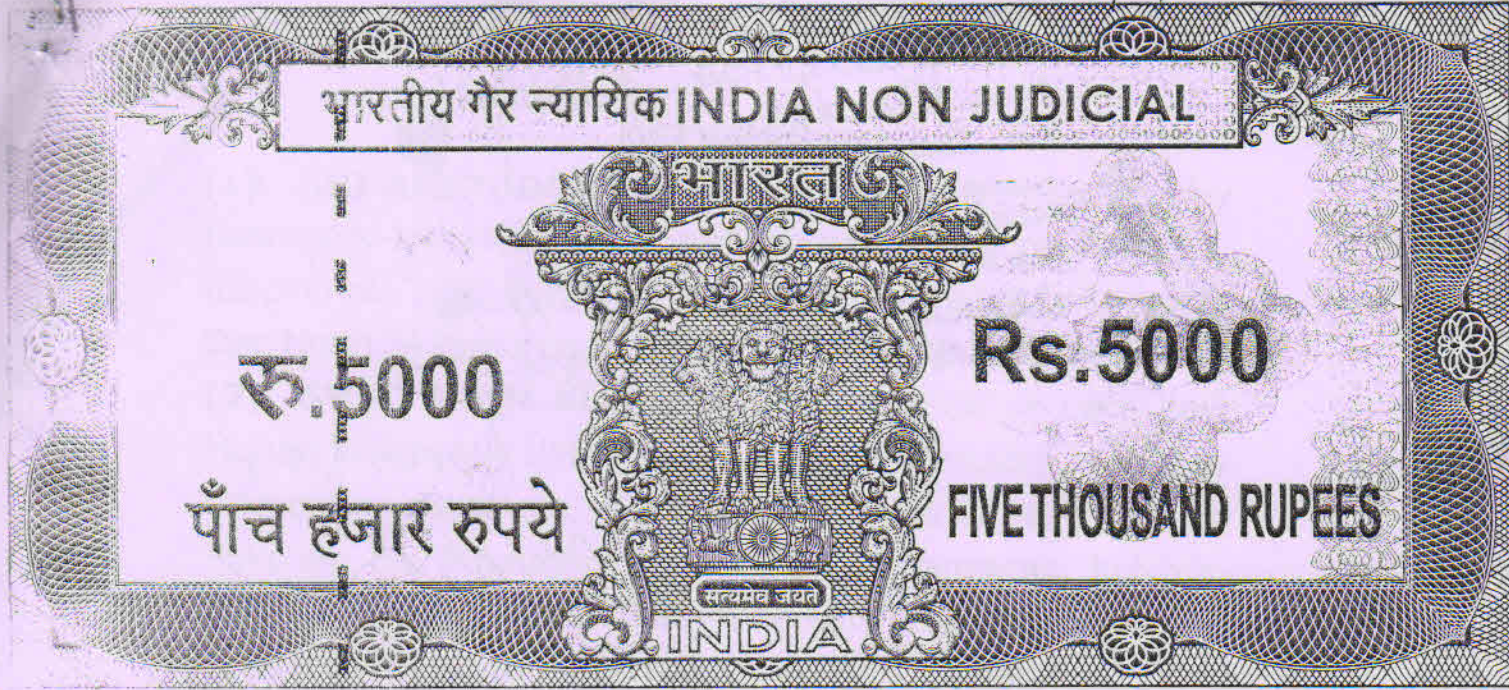


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Certified that the document is admitted in
 the presence of the signature sheet / sheets
 and the instrument sheet / sheets
 and the documents are the part
 of the document

GEETANJALI

Registrar U/S. 712
 North 24-Parganas
 Barasat
 08 FEB 2017

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 8th day of February, 2017 (Two Thousand and Seventeen) as per CHRISTIAN ERA.

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M/s APEX REALTY
[Signature]
 Partner

[Signature]
Sukanta Banerjee

[Signature]

(2)

BETWEEN

(1) SRI ANIRUDDHA ROY, Son of Late Debasis Roy, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: T. N. Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN: AGEPR1602B**,

(2) SRI TAPAN KUMAR BISWAS, Son of Late Lalit Mohan Biswas, by Nationality- Indian, by Religion- Hindu, by Occupation- Business, residing at: T. N. Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700115, **PAN: ADQPB4855M**, hereinafter Jointly 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.**

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, **PAN no. AFDPD5167P**.

(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, **PAN no. AJHPG3277D**.

(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, **PAN no. AIBPD7176M**.


Alokendu Bandyopadhyay
Advocate

M/s APEX REALTY



Partner

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(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, **PAN no. ALCPB4228Q**, 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 father of the land Owner no. 1 hereof namely Debasis Roy (since deceased) and the land Owner no. 2 jointly have purchased a plot of land measuring more or less 2 cottahs 4 Chittaks 2 sq.ft. or .0373 decimal, within Mouza-Sukchar, J.L. No. 09, Re. Su. no. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 2075(Land area .0115 decimal or 11 chittack 4 Sq.ft.), under R.S. Khatian no. 125 and R.S. Dag no. 2078(Land area .0258 decimal or 1Cottah 8 chittack 43 Sq.ft.), under R.S. Khatian no. 133, P.S. Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, bearing Holding No. 141, T.N. Banerjee Road, under ward no. 1, by virtue of a Registered Bengali Deed of Sale vide Deed no. 2935 which was executed and registered by the Predecessor-in-title namely Sri Subhas Chandra Ghosh (S/o Sri Dwijendra Nath Ghosh) on 25.07.1979 at the office of S.R.O. Barrackpore and the same was recorded in Book no. I. Vol. No. 59, Pages from 283 to 288, being no. 2935, for the year 1979.

AND WHEREAS the father of the land Owner no. 1 hereof namely Debasis Roy (since deceased) and the land Owner no. 2 jointly have purchased another plot of land measuring more or less 8 cottahs 2 chittaks 9 sq.ft., within Mouza-

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Sukchar, J.L. No. 09, Re. Su. no. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 2075, under R.S. Khatian Nos. 125, P.S. Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, bearing Holding No. 131, T.N. Banerjee Road, under ward no. 1, by virtue of a Registered Bengali Deed of Sale, Vide Deed no. 692 which was executed and registered by the Predecessor-in-title namely Sri Bhagwan Chandra Gangopadhyay (S/o Late Dashurathi Gangopadhyay) on 08.02.1982 at the office of S.R.O. Barrackpore and the same was recorded in Book no. I. Vol. No. 17, Pages from 32 to 38, being no. 692, for the year 1982.

AND WHEREAS the father of the land Owner no. 1 hereof namely Debasis Roy (since deceased) and the land Owner no. 2 jointly also have purchased another plot of land measuring more or less 14 chittaks 33 sqft., within Mouza-Sukchar, J.L. No. 09, Re. Su. no. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 2075, under R.S. Khatian Nos. 125, P.S.-Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, bearing Holding No. 135/A, T.N. Banerjee Road, under ward no. 1, by virtue of a Registered Bengali Deed of Sale, Vide Deed no. 5915 which was executed and registered by the Predecessor-in-title namely Smt. Amiya Bala Roy (W/o. Sri Patit Paban Roy) on 29.09.1993 at the office of S.R. Barrackpore and the same was recorded in Book no. I, Vol. No. 143, Pages from 249 to 258, being no. 5915, for the year 1993.

M/s APEX REALTY

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AND WHEREAS in the foregoing events said DEBASIS ROY and SRI TAPAN KUMAR BISWAS jointly have purchased three contiguous plots of land measuring more or less (2 cottahs 4 Chittaks 2 sq.ft. + 8 cottahs 2 chittaks 9 sqft. + 14 chittaks 33 sqft.) = Totalling 11 cottahs 4 chittaks 44 sq.ft., alongwith

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a residential building standing thereon, within Mouza-Sukchar, J.L. No. 09, Re. Su. no. 14, Touzi No. 156, comprised and contained in R.S. Dag Nos. 2075 & 2078, under R.S. Khatian No. 125 & 133, P.S. Khardah, the then A.D.S.R.O. Barrackpore at present A.D.S.R.O. Sodepur, within the local limits of Panihati Municipality, bearing Holding Nos. 141, 131 & 135/A, T. N. Banerjee Road, under ward no. 1, by virtue of a three separate Registered Bengali Deed of Sale.

AND WHEREAS having acquired the aforesaid plots of land through the aforesaid three separate Deeds said SRI DEBASIS ROY and SRI TAPAN KUMAR BISWAS jointly for their better enjoyment as well as for the purpose of construction of Multi Storeyed building upon the said landed property they amalgamated their three separate plots into a Single plot as (2 cottahs 4 Chittaks 2 sq.ft. + 8 cottahs 2 chittaks 9 sqft. + 14 chittaks 33 sqft.) = Totalling 11 cottahs 4 chittaks 44 sq.ft.

AND WHEREAS while have been enjoying the same said DEBASIS ROY i.e. the father of the Owner no. 1 hereof died intestate on 04.01.2017 leaving behind him his wife namely Smt. Juthika Roy, only son namely Sri Aniruddha Roy (the Owner no. 1 hereof) and one married daughter namely Smt. Puspita Roy (Wife of Sri Iman Kalyan Roy) as his surviving legal heirs and successors in respect of his 1/2 undivided share of the total landed property. **M/s APEX REALTY**

Herin Biswas

AND WHEREAS in the manner aforesaid Smt. Juthika Roy, Sri Aniruddha Roy and Smt. Puspita Roy became the joint owners of undivided 5cottahs 10chittaks 22sq.ft. of the said landed property as left by Late Debasis Roy and they inherited the said landed property as undivided 1/3rd share in each part

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as per the Law of Hindu Succession Act, 1956 and they are individually became the lawful owner of 1/6th undivided share of the total landed property i.e. 11 cottahs 4 chittaks 44 sqft. of land togetherwith a residential building standing thereof.

AND WHEREAS while enjoying the same said Smt. Juthika Roy and Smt. Puspita Roy jointly make a gift of their 1/3rd share i.e. 3cottahs 12chittaks 15sq.ft. of landed property and undivided 1/3rd share of the pucca residential building i.e. 200 sq.ft. out of the total landed property measuring an area about 11 cottahs 4 chittaks 44 sq.ft. togetherwith pucca residential building having constructed covered area of 600 sq.ft. standing thereon in favour of their co-sharer namely Aniruddha Roy i.e. the land owner no. 1 hereof by executing a Registered Deed of Gift, being no. 150100680, in Book no. I., which was executed and Registered on 8th day of February, 2017, at the office of D.S.R.-I Dist. North 24 Parganas at Barasat.

AND WHEREAS in the foregoing events the owner no. 1 hereof after getting the gifted area from his mother and sister togetherwith his own share by virtue of inheritance from his deceased father became the absolute and lawful owner of the undivided 5 cottahs 10 chittaks 22 sq.ft. of land togetherwith undivided pucca residential building having constructed covered area of 300 sq.ft. out of the total landed property measuring an area about 11 cottahs 4 chittaks 44 sq.ft. togetherwith pucca residential building having constructed covered area of 600 sq.ft.

AND WHEREAS thus said SRI ANIRUDDHA ROY (the owner no. 1 hereof) by virtue of Deed of Gift and by virtue of inheritance as afforesaid and SRI TAPAN KUMAR BISWAS (the owner no. 2 hereof) by virtue of three separate Deeds jointly have been

Aniruddha Roy

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possessing the said 11 cottahs 4 chittaks 44 sqft. of land togetherwith a residential building standing thereon having constructed covered area of 600 sq.ft. and enjoying the actual physical possession of the said landed property peacefully, quietly and without interruption of others and mutated their names as the recorded Owners to the assessment registrar of Panihati Municipality 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) over the land 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.

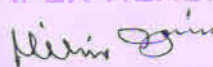
AND WHEREAS the parties hereto made and executed this agreement for construction of a Multi Storeyed Building in joint venture on the terms and conditions hereunder contained.

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 owners shall be jointly entitled to get the **40% constructed covered area/sanction area as Owner's Allocation** into the new proposed multistoried building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manners:-


Atokendu Bandhopadhyay

M/S APEX REALTY



Partner

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The owner no. 1 namely **SRI ANIRUDDHA ROY**, is entitled to get the **20% constructed covered area/ sanction area as Owner's Allocation** out of which he will get a self contained residential flat being **Flat no. C**, measuring more or less **600 Sq.ft.** Constructed covered area on the **Ground Floor (South-West Facing)** AND a self contained residential flat being **Flat no. B-2** measuring more or less **1100 Sq.ft.** Constructed covered area on the **Second Floor (North-East Facing)** AND a **Covered Garage**, measuring more or less **250 sq.ft.** constructed covered area, being **Garage no. 1**, on the **Ground Floor, (South-East Facing)** of the proposed multistoried building so to be constructed by the Developer firm and he is also entitled to get a sum of **Rs. 6,00,000.00 (Rupees Six Lacs)** only as refundable amount in his part in consideration of the Owner's allocation at the time of execution and registration of this Development Agreement and after receiving such amount the Owner no. 1 shall issue the proper money receipt in favour of the Developer.

AND

The owner no. 2 namely **SRI TAPAN KUMAR BISWAS**, is entitled to get the **20% constructed covered area/ sanction area as Owner's Allocation** out of which he will get a self contained residential flat being **Flat no. C-2** measuring more or less **1100 Sq.ft.** Constructed covered area on the **Second Floor (South-East Facing)** of the proposed multi storeyed building and a **Covered Garage**, measuring more or less **250 sq.ft.** constructed covered area, being **Garage no. 2**, on the **Ground Floor, (East Facing)**, so to be constructed by the Developer firm and he is also entitled to get a sum of **Rs. 6,00,000.00 (Rupees Six Lacs)** only as refundable amount in his part in consideration of the Owner's allocation at the time of execution and registration of this Development Agreement


Anandendu Bandyopadhyay


Partner

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and after receiving such amount the Owner no. 2 shall issue the proper money receipt in favour of the Developer.

It is pertinent to mention here that after receiving and/or accepting the owner's allocation Flat and Garage as specified herein above and after calculation of owner's allocation area if it is found that the Owners will get more than the allocated area as per the ratio of **40%** of the sanctioned building plan area in that event the Developer shall pay the money value for such excess area or Sq.ft. @ **Rs. 2,000.00 (Rupees Two Thousand) Only per Sq.ft. (Constructed Covered Area)** to the Owners and such amount shall be paid by the Developer to the Owners 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.


Be it mentioned hereto that after receiving the possession of owner's allocation flats and garages as mentioned herein above and the entire consideration amount as Owner's allocation the Owners herein shall have no future claim or demand in respect of their allocation from the Developer.

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.

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:-


Atokendu Bandyopadhyay

M/s. APEX REALTY

Partner

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- 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, 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

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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 **24 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 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

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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, 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 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.

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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.

(p) All disputes and differences arising between the parties to this agreement shall on the First place be referred to the common friend and/or well wisher namely Sri Gopal Das, S/o. Late Narayan Chandra Das, residing at- Sasadhar Tarafdar Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, to solve the problem and both parties are binding to obey the decision of Mr. Gopal Das.

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 (2 cottahs 4 Chittaks 2 sq.ft. + 8 cottahs 2 chittaks 9 sqft. + 14 chittaks 33 sqft.) = **Totalling 11 cottahs 4 chittaks 44 sqft.**, of land classified as "**Bastu**" togetherwith a One Storied residential building standing thereon having constructed covered area 600 sq.ft., within **Mouza-Sukchar**, J.L. No. 09, Re. Su. no. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 2075** (Land Area 9 Cottahs 12 Chittaks 1 Sq.ft.) & **R.S. Dag No. 2078**