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भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु. 5000

Rs. 5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

INDIA

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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C 090564

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Additional District Sub-Registrar
Sadar, North 24 Parganas

07 SEP 2016

DEVELOPMENT AGREEMENT

THIS DEED OF AGREEMENT is made on this the 7th day of September, 2016 (Two Thousand and Sixteen) as per **CHRISTIAN ERA.**

Contd..2

Alokranjan Banerjee
Attorney

M/S APEX REALTY
Helina Sin
Partner

9-0-1193000/16
21/09/16
27/9/16

(2)

BETWEEN

(1) **SMT. NIVA LODH**, Wife of Late Amal Kumar Lodh, by Nationality-Indian, by Religion- Hindu, by Occupation- Housewife, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: ABUPL3314K**,

(2) **SRI SUMIT LODH**, Son of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Service, residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: ADFPL5822R**,

(3) **SMT. SOMA AICH**, Wife of Sri Chandan Aich, Daughter of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Housewife, residing at: Branch Panchanantala Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: AGAPA0167E**,

(4) **MISS SWETA LODH**, Daughter of Late Amal Kumar Lodh, by Nationality- Indian, by Religion- Hindu, by Occupation- Student, -residing at: T.N.Banerjee Road, P.O. Sukchar, P.S. Khardah, Dist. North 24 Parganas, Kolkata - 700115, **PAN: AMQPL2215E**, 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 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

(3)

- 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,

(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 hereof jointly for all times heretofore has been by virtue of a Bengali Deed of Sale, and by virtue of Inheritance, seized and possessed and/or well and sufficiently entitled to all that the piece or parcel of land admeasuring more or less 5 Cottahs 6 chittaks 15 Sq.ft. or .09 decimal of land, togetherwith a residential structure standing thereon measuring more or less 300 Sq.ft. situates and lying at Mouza-Sukchar, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1845/2777, under R.S. Khatian no. 278, P.S.- Khardah, the then S.R.O. Barrackpore, at present A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality, bearing Holding No (Old

Contd...4

(4)

46) new 21, T.N.Banerjee Road, under Ward No. 1, which is being morefully described in the Schedule "A" 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 one Sri Rishikesh Ghosh (Son of Late Kedarnath Ghosh) in his lifetime has purchased 48 Decimal of landed property lying and situates within Mouza - Sukchar, J.L. No. 9, Re.Su. No. 14, Touji No. -156, comprised and contained in R.S.Dag No. 1845/2777, under R.S.Khatian No. 278, from his predecessor-in-title namely Sri Nalin Kumar Deb Biswas by virtue of a Deed of Sale being deed no. 1001, which was executed and Registered on 20.09.1945 at the Office of Sub-Registrar at Barrackpore, and the same was recorded in Book no. I, Volume no. 15, pages from 224 to 228, being no. 1001 for the year 1945.

AND WHEREAS the said Rishikesh Ghosh while has been enjoying the actual physical possession of the said landed property he sold out 5 cottahs 6 chittaks 15 sq.ft. of Land being sub plot no. "LOT A" situates and lying at Mouza-Sukchar, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in R.S. Dag No. 1845/2777, under R.S. Khatian no. 278, in favour of Smt. Kalpana Rani Kundu (Wife of Sri Gopal Chandra Kundu) by virtue of a Bengali Deed of Sale, being No. 2145, which was executed and registered on 22.05.1979 at the Office of Sub-Registrar Barrackpore, 24 Parganas and the same was recorded in Book No. I, Vol.No. 40, noted within the pages from 207 to 213, being No. 2145, for the year 1979.

AND WHEREAS thus said Smt. Kalpana Rani Kundu while has been enjoying the actual physical possession of the said landed property she sold out the said 5 cottahs 6 chittaks 15

(5)
sq.ft. or .09 decimal of Land being "LOT A" situated and lying at Mouza-Sukchar, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in R.S. Dag Nos. 1845/2777, under R.S. Khatian no. 278, in favour of SMT. NIVA LODH AND SRI AMAL KUMAR LODH, by virtue of a Bengali Deed of Sale, being No. 2708, which was executed and registered on 06.06.1994 at the Office of A.D.S.R. Barrackpore, Dist. North 24 Parganas and the same was recorded in Book No. I, Vol No. 70, noted within the pages from 189 to 200, being No. 2708, for the year 1994.

AND WHEREAS the said AMAL KUMAR LODH @ AMAL LODH while has been enjoying the actual physical possession of the said landed property with her wife, he died intestate on 09.05.2004 leaving behind him his wife namely SMT. NIVA LODH (the owner no. 1 hereof), his only son namely SRI SUMIT LODH (the owner no. 2 hereof), and two daughters namely SMT. SOMA AICH (the owner no. 3 hereof), and MISS SWETA LODH (the owner no. 4 hereof), as his surviving legal heirs & successors in respect of his undivided 1/2 share of the said landed property and the landed property left by deceased AMAL KUMAR LODH was devolved upon them as per the law of Hindu Succession Act, 1956.

AND WHEREAS in the manner aforesaid the present owners no. 1 to 4 hereof by virtue of the aforesaid Bengali Deed of Sale and by virtue of inheritance from their deceased husband and father jointly became the owner of 5 cottahs 6 chittaks 15 sq.ft. or 0.09 decimal of land together with a residential building standing thereon having constructed covered area of 300 sq.ft. and the owners are enjoying the actual physical possession of the said landed property peacefully, quietly and without interruption of others and mutated their names in respect of the said plot as the recorded Owners to the assessment registrar of Panihati Municipality, bearing Holding no. 21, T.N. Banerjee Road, under Ward no. 1, and have been jointly possessing and enjoying the said landed property by

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(6)

exercising all their right of ownership over the said landed property and they are thus legally entitled to the said property as lawful joint owners thereof paying the relevant rent taxes regularly.

AND WHEREAS with a view to fulfil their desire by making construction of a Multistoreyed Building over their landed property measuring an area about **4 cottahs 14 chittaks and 10 sq.ft.** of land out of the total land area 5 cottahs 6 chittaks 15 sq.ft. 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 entitled to get the Owner's Allocation into the new proposed multistoried building by using its land in commercial purpose and shall be allotted in this manner:

The owners are jointly entitled to get **4 nos. of self contained residential Flats on the 1st Floor of the proposed multistoried building (G+3)** so to be constructed by the Developer firm {(Smt. Niva Lodh will get a self contained residential flat, being no. 1B, measuring an area 830 sq.ft. more or less, South-West Facing), (Sri Sumit Lodh will get a self contained residential flat, being no. 1A, measuring an area 712 sq.ft. more or less, South-West Facing), (Smt. Soma Aich will get a self contained residential flat, being no. 1C, measuring an area 770 sq.ft. more or less, North-West Facing) & (Smt. Sweeta Lodh will get a self contained residential flat, being no. 1D, measuring an

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(7)

area 700 sq.ft. more or less, North-East Facing)) and they are also jointly entitled to get a sum of **Rs. 15,00,000.00 (Rupees Fifteen Lakhs)** only as non-adjustable/non-refundable amount in their part in consideration of the Owner's allocation out of which at the time of execution and registration of this agreement the Developer shall Pay **Rs. 2,00,000.00 (Rupees Two Lakhs)** only to the owners hereof AND at the time of starting of the construction work of the subject building the Developer shall Pay **Rs. 3,00,000.00 (Rupees Three Lakhs)** only to the owners and the rest amount of **Rs. 10,00,000.00 (Rupees Ten Lakhs)** only shall be paid by the developer to the Owners at the time of handover the peaceful vacant possession of the owners allocation flats and after receiving such amount the Owners shall issue proper money receipt in favour of the Developer.

It is also made clear that if the Developer Firm able to construct the multistoried building as (G+4) then the Owners shall entitled to get a work shop measuring and area 100 sq.ft. on the ground floor North-West facing i.e. Back Side of the building and the Owners is also entitled to get a further sum of Rs. 8,00,000.00 (Rupees Eight Lakhs) Only as non-refundable / non-adjustable amount as Owner's Allocation.

Be it mentioned hereto that after receiving the possession of owners allocation flats and the entire consideration amount as Owners 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 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 of the landed property which ever is later & shall not call upon the Developer for the same.


(8)

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.

That the Developer herein is entitled to amalgamate the owner's land with the adjacent land and after amalgamation the developer shall apply for sanction of building construction plan before the concerned authority of Panihati Municipality.

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. And all application as well as obtaining neccesery 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


Alokendu Bandyopadhyay

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(9)

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.

e) The Developer shall complete the construction, re-construct, 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) 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



Alokendu Bandyopadhyay

Advocate

Contd...10

M/S APEA
Kishore Kumar

(10)

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, 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.

M/s APEX REALTY

Helina Singh

Partner

(11)

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) The Developer shall have every right to demolish the existing building on the land stated in the First Schedule hereunder and whatsoever the materials/debris of the said building subject to be demolished shall be disposed of by the Developer and no claim thereon on the part of the Owners shall be entertained in any case.

Be it mentioned here that the land Owner shall shift to a nearby place wherein they will stay in a 3 bedroom accomodation at the cost of the Developer during the construction work and upon completion the Owner shall shift back to their allocated portion in ready and finished condition.

(o) 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.

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

(q) 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 appoint an umpire among themselves jointly in accordance with Indian Arbitration Act, 1940 to process, the dispute and difference

(12)

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.

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 **4 cottahs 14 chittaks and 10 sq.ft.** of land out of the total land area 5 Cottahs 6 chittak 15 Sq.ft. or 0.09 decimal classified as "**BASTU**" togetherwith a residential building standing thereon having constructed covered area 300 sq.ft., within **Mouza-Sukchar**, J.L. No. 9, Re.Su. 14, Touzi No. 156, comprised and contained in **R.S. Dag No. 1845/2777**, under R.S. Khatian no. 278, P.S. Khardah, A.D.S.R.O. Sodepur, Dist. North 24 Parganas, within the local limits of Panihati Municipality, bearing Holding No. 46(old) 21(New), T.N.Banerjee Road, under Ward No. 1, which is the subject property of this Development Agreement.

BUTTED AND BOUNDED BY

On the North : Sub-Plot no. "B".
On the South : 12ft. Wide T.N. Banerjee Road Bye Lane.
On the East : 6ft. Wide Common Passage.
On the West : Municipal Drain.

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 the Owner's Allocation into the new proposed multistoried building by using its land in commercial purpose and shall be allotted in this manner:

(13)

The owners are jointly entitled to get **4 nos. of self contained residential Flats on the 1st Floor of the proposed multistoried building (G+3)** so to be constructed by the Developer firm {(Smt. Niva Lodh will get a self contained residential flat, being no. 1B, measuring an area 830 sq.ft. more or less, South-West Facing), (Sri Sumit Lodh will get a self contained residential flat, being no. 1A, measuring an area 712 sq.ft. more or less, South-West Facing), (Smt. Soma Aich will get a self contained residential flat, being no. 1C, measuring an area 770 sq.ft. more or less, North-West Facing) & (Smt. Sweeta Lodh will get a self contained residential flat, being no. 1D, measuring an area 700 sq.ft. more or less, North-East Facing)} and they are also jointly entitled to get a sum of **Rs. 15,00,000.00 (Rupees Fifteen Lakhs)** only as non-adjustable/non-refundable amount in their part in consideration of the Owner's allocation out of which at the time of execution and registration of this agreement the Developer shall Pay **Rs. 2,00,000.00 (Rupees Two Lakhs)** only to the owners hereof AND at the time of starting of the construction work of the subject building the Developer shall Pay **Rs. 3,00,000.00 (Rupees Three Lakhs)** only to the owners and the rest amount of **Rs. 10,00,000.00 (Rupees Ten Lakhs)** only shall be paid by the developer to the Owners at the time of handover the peaceful vacant possession of the owners allocation flats and after receiving such amount the Owners shall issue proper money receipt in favour of the Developer.

It is also made clear that if the Developer Firm able to construct the multistoried building as (G+4) then the Owners shall entitled to get a work shop measuring and area 100 sq.ft. on the ground floor North-West facing i.e. Back Side of the building and the Owners is also entitled to get a further sum of Rs. 8,00,000.00 (Rupees Eight Lakhs) Only as non-refundable /non-adjustable amount as Owner's Allocation.

(14)

Be it mentioned hereto that after receiving the possession of owners allocation flats and the entire consideration amount as Owners 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 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 Owner's 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 after providing the Owners' allocation as aforesaid and 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 Owner thereof.

FOURTH SCHEDULE ABOVE REFERRED TO

(Specification of work)

NUMBER OF FLOOR : Ground floor plus upper stories.

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.

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

M/s APEX REALTY

Hilmi Begum

Partner

Alokendu Bandyopadhyay

Advocate

Contd...15

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Flooring : All rooms, dining, balcony, kitchen and toilet floor finished by floor tiles (600mm x 600mm).

Stair & Corridor : Marble floor.

Kitchen : 4ft. 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. 25,000/- and proportionate cost of infrastructure i.e. mother line and lift cost i.e. Rs. 50,000/- 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.



Alokendra Choudhary

Contd...16

M/S APEX
Hilmi Hilmi
Partner

(16)

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. Prealire Gosh
Kharadha Kulinpara
P. O. B. D. Sapan
Kal - 116

2. Anishek Poddar
Srikaminagar
1501-1130

Niva Ladh

Suman Ladh

Soona Ladh

Sueta Ladh

SIGNATURE OF THE LAND OWNERS
M/S. APEX REALTY

Biswas Nath Das

Milvin Guin

Swapen Das

Subhankar Biswas

Partner

SIGNATURE OF THE DEVELOPER

Drafted by:

Alokendu Bandyopadhyay

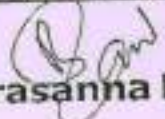
Alokendu Bandyopadhyay Adv.

Enl. no - WB - 570/2004 Advocate

District Judges' Court, Barasat

North 24 Parganas (W.B.)

Laser Setter:


Prasanna Paul

M/S APEX REALTY
Milvin Guin
Partner

(17)

Memo of Consideration

We, the land owners do hereby received a sum of **Rs 2,00,000.00 (Rupees Two Lakhs)** 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. 000967 dated 22.03.2016 from B.O.B. Sodepur Branch | Rs. 1,00,000.00 |
| 2. By an a/c payee cheque being no. 001025 dated 12.05.2016 from B.O.B. Sodepur Branch | Rs. 25,000.00 |
| 3. By an a/c payee cheque being no. 001026 dated 12.05.2016 from B.O.B. Sodepur Branch | Rs. 25,000.00 |
| 4. By an a/c payee cheque being no. 001027 dated 12.05.2016 from B.O.B. Sodepur Branch | Rs. 25,000.00 |
| 5. By an a/c payee cheque being no. 001028 dated 12.05.2016 from B.O.B. Sodepur Branch | Rs. 25,000.00 |

Total : Rs. 2,00,000.00

In Word: **Rupees Two Lakhs** Only.

SIGNED AND DELIVERED
IN PRESENCE OF FOLLOWING
WITNESSES:

1. Preshire 1/10th
Kharsaha Kulinpara
P. O. B. D Sapan
Kat- 116

2. Ariplesh Datta
Srikaminagar
2401-113

Niva Loch.
Sunit Loch.
Soma Loch.
Sunit Loch.

SIGNATURE OF THE LAND OWNERS

M/s APEX REALTY

Milind Ghim

Partner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

APEX REALTY



28/11/2011

AAWPA5689B

M/s. APEX REALTY

1. Same Nath Don,
2. Hilin Jain
3. Swapan Don
4. Subhanshu Biswas
Partner

आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली

आयकर विभाग, दिल्ली
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आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली

M/s APEX REALTY

Hilin Jain

Partner

Major Information of the Deed

| | | | |
|--|-----------------------|--|---|
| Deed No: | J-1524-05020/2016 | Date of Registration: | 9/7/2016 1:46:23 PM |
| Query No / Year | 1524-0001137000/2016 | Office where deed is registered | A.D.S.R. SODEPUR, District: North 24-Parganas |
| Query Date | 10/09/2016 4:18:37 PM | 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 | |
| [0110] Sale, Development Agreement or Construction agreement | | Additional Transaction: | |
| Set Forth value | | [4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 2,00,000/-] | |
| Rs. 30,00,000/- | | Market Value | |
| Stamp duty Paid (SD) | | Rs. 46,25,004/- | |
| Rs. 7,021/- (Article:48(g)) | | Registrar Fee Paid | |
| Remarks | | Rs. 2,210/- (Article:E, E, B) | |
| Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area) | | | |

Land Details :

District: North 24-Parganas, P.S:- Khardaha, Municipality: PANIHATI, Road: T. N. Banerjee Road, Mouza: Sukhchar, Ward No: 1, Holding No:21

| Sch No | Plot Number | Khatian Number | Land Use Proposed | Land Use ROR | Area of Land | SetForth Value (In Rs.) | Market Value (In Rs.) | Other Details |
|---------------|--------------|----------------|-------------------|--------------|----------------------------|-------------------------|-----------------------|---|
| L1 | RS-1845/2777 | RS-276 | Bastu | Bastu | 4 Katha 14 Chatak 10 Sq Ft | 28,00,000/- | 44,00,004/- | Width of Approach Road: 12 Ft., Adjacent to Metal Road, |
| Grand Total : | | | | | 8.0667Dec | 28,00,000 /- | 44,00,004 /- | |

Structure Details :

| Sch No | Structure Details | Area of Structure | Setforth Value (In Rs.) | Market value (In Rs.) | Other Details |
|---|-------------------|-------------------|-------------------------|-----------------------|---------------------------|
| S1 | On Land L1 | 300 Sq Ft. | 2,00,000/- | 2,25,000/- | Structure Type: Structure |
| Floor No: 1, Area of floor : 300 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete | | | | | |
| Total : | | 300 sq ft | 2,00,000 /- | 2,25,000 /- | |

16/09/2016 Query No:-15240001137000 / 2016 Deed No : J - 152405020 / 2016, Document is digitally signed.









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M/s APEX
Hirani
Partner

Card Details :

Name, Address, Photo, Finger print and Signature



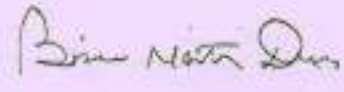


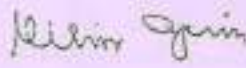


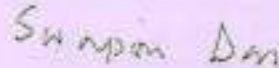
| Name | Photo | Finger print | Signature |
|--|---|---|--------------------|
| <p>Mrs Niva Lodh Wife of Late Amal Kumar Lodh Executed by: Self, Date of Execution: 07/09/2016 , Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office</p> |  |  | <i>Niva Lodh.</i> |
| <p>07/09/2016 LTI 07/09/2016 07/09/2016</p> | | | |
| <p>28, T.N.Banerjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. ABUPL3314K, Status :Individual</p> | | | |
| <p>Mr Sumit Lodh Son of Late Amal Kumar Lodh Executed by: Self, Date of Execution: 07/09/2016 , Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office</p> |  |  | <i>Sumit Lodh.</i> |
| <p>07/09/2016 LTI 07/09/2016 07/09/2016</p> | | | |
| <p>28, T.N.Banerjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No. ADFPL5822R, Status :Individual</p> | | | |
| <p>Mrs Soma Aich Wife of Mr Chandan Aich Executed by: Self, Date of Execution: 07/09/2016 , Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office</p> |  |  | <i>Soma aich.</i> |
| <p>07/09/2016 LTI 07/09/2016 07/09/2016</p> | | | |
| <p>Branch Panchanantala Road, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No. AGAPA0167E, Status :Individual</p> | | | |
| <p>Miss Sweta Lodh Daughter of Late Amal Kumar Lodh Executed by: Self, Date of Execution: 07/09/2016 , Admitted by: Self, Date of Admission: 07/09/2016 ,Place : Office</p> |  |  | <i>Sweta Lodh.</i> |
| <p>07/09/2016 LTI 07/09/2016 07/09/2016</p> | | | |
| <p>28, T.N.Banerjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No. AMQPL2215E, Status :Individual</p> | | | |



Owner Details :

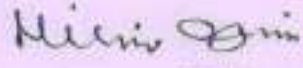
| | | | |
|---|--|--|--|
| Name, Address, Photo, Finger print and Signature | | | |
| "M/S. APEX REALTY" | | | |
| Bimala Apartment, 48A(28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115 PAN No. AAWFA9689B, Status :Organization | | | |




Representative Details :

| Sl No | Name, Address, Photo, Finger print and Signature | | | |
|---|---|---|---|---|
| | Name | Photo | Finger Print | Signature |
| 1 | Mr BISWANATH DAS Son of Late Narayan Chandra Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, Place of Admission of Execution: Office |  |  |  |
| | | Sep 7 2016 2:21PM | LTI Sep 7 2016 2:21PM | Sep 7 2016 2:21PM |
| KIRANALAYA, Ground Floor, Sasadhar Tarafdar Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : "M/S. APEX REALTY" (as Partner) | | | | |
| 2 | Mr MIHIR GUIN Son of Late Siddheswar Guin Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, Place of Admission of Execution: Office |  |  |  |
| | | Sep 7 2016 2:22PM | LTI Sep 7 2016 2:22PM | Sep 7 2016 2:22PM |
| Dr. Gopal Chatterjee Road, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : "M/S. APEX REALTY" (as Partner) | | | | |
| 3 | Mr SWAPAN DAS Son of Late Foudi Das Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016, Place of Admission of Execution: Office |  |  |  |
| | | Sep 7 2016 2:24PM | LTI Sep 7 2016 2:24PM | Sep 7 2016 2:24PM |
| RAMKRISHNA APARTMENT, Dr. Gopal Chatterjee Road,, Flat No: B, 3rd Floor,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative, Representative of : "M/S. APEX REALTY" (as Partner) | | | | |




18/09/2018 Query No:-1524000113700072016 Doc No:- 152405020/2016, Document is digitally signed.

M/s APEX REALTY Page 33 of 37

 Partner

| Name | Photo | Finger Print | Signature |
|--|---|---|--|
| Mr SUBHANKAR BISWAS Son of Mr Madhab Chandra Biswas Date of Execution - 07/09/2016, , Admitted by: Self, Date of Admission: Sep 7 2016 , Place of Admission of Execution: Office |  |  |  |
| | Sep 7 2016 2:22PM | LTI Sep 7 2016 2:22PM | Sep 7 2016 2:22PM |
| 2no. Subhash Nagar, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of-India, Status : Representative, Representative of : "M/S. APEX REALTY" (as Partner) | | | |

Identifier Details :

| Name & address | |
|--|------------|
| Mr Avishek Podder Son of Mr Basudeb Podder Sram Nagar, P.O:- Nalagam, P.S:- Ghola, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700113, Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of-India, , Identifier Of Mrs Niva Lodh, Mr Sumit Lodh, Mrs Soma Aich, Miss Sweta Lodh, Mr BISWANATH DAS, Mr MIHIR GUIN, Mr SWAPAN DAS, Mr SUBHANKAR BISWAS | |
|  | 07/09/2016 |

Transfer of property for L1

| Sl.No | From | To, with area (Name-Area) |
|-------|-----------------|--------------------------------|
| 1 | Mrs Niva Lodh | "M/S. APEX REALTY"-2.01667 Dec |
| 2 | Mr Sumit Lodh | "M/S. APEX REALTY"-2.01667 Dec |
| 3 | Mrs Soma Aich | "M/S. APEX REALTY"-2.01667 Dec |
| 4 | Miss Sweta Lodh | "M/S. APEX REALTY"-2.01667 Dec |

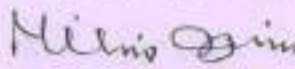
Transfer of property for S1

| Sl.No | From | To, with area (Name-Area) |
|-------|-----------------|-----------------------------|
| 1 | Mrs Niva Lodh | "M/S. APEX REALTY"-75 Sq Ft |
| 2 | Mr Sumit Lodh | "M/S. APEX REALTY"-75 Sq Ft |
| 3 | Mrs Soma Aich | "M/S. APEX REALTY"-75 Sq Ft |
| 4 | Miss Sweta Lodh | "M/S. APEX REALTY"-75 Sq Ft |

Endorsement For Deed Number : 1 - 152405020 / 2016

16/09/2016 Query No:-15240001137000 / 2016 Deed No 1 - 152405020 / 2016, Document is digitally signed.



M/s APEX REALTY

 Partner

07-09-2016

Statement of Market Value (W.B. P.U.V. rules of 2001)

It is stated that the market value of this property which is the subject matter of the deed has been assessed at Rs 15,004/-

Maitreyee Ghosh

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

07-09-2016

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

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

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

Presented for registration at 13:27 hrs on 07-09-2016, at the Office of the A.D.S.R. SODEPUR by Mrs Soma Aich, one of the Executants.

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

Execution is admitted on 07/09/2016 by 1. Mrs Niva Lodh, Wife of Late Amal Kumar Lodh, 28, T.N.Banerjee 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. Mr Sumit Lodh, Son of Late Amal Kumar Lodh, 28, T.N.Banerjee Road,, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Service, 3. Mrs Soma Aich, Wife of Mr Chandan Aich, Branch Panchanantala Road, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession House wife, 4. Miss Sweta Lodh, Daughter of Late Amal Kumar Lodh, 28, T.N.Banerjee Road,, P.O: Sukchar, Thana: Khardaha, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700115, by caste Hindu, by Profession Student

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

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

Execution is admitted on 07/09/2016 by Mr BISWANATH DAS Partner, "M/S. APEX REALTY", Bimala Apartment, 46A (28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Execution is admitted on 07/09/2016 by Mr MIHIR GUIN Partner, "M/S. APEX REALTY", Bimala Apartment, 46A(28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Execution is admitted on 07/09/2016 by Mr SWAPAN DAS Partner, "M/S. APEX REALTY", Bimala Apartment, 46A (28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115

Identified by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

16/09/2016 Query No:-15240001137000 / 2016 Deed No:-152405020 / 2016, Document is digitally signed.



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M/S APEX REALTY

Mihir Guin

... is admitted on 07/09/2016 by Mr SUBHANKAR BISWAS, Partner, "M/S. APEX REALTY", Bimala Apartment, Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Banga

... by Mr Avishek Podder, Son of Mr Basudeb Podder, Sriram Nagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, By caste Hindu, By Profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 2,210/- (B = Rs 2,189/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 2,210/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2016 11:48AM with Govt. Ref. No: 192016170021983791 on 07-09-2016, Amount Rs: 2,210/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 278843411 on 07-09-2016, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,021/-

Description of Stamp
1. Stamp: Type: Impressed, Serial no 1722, Amount: Rs.5,000/-, Date of Purchase: 11/08/2016, Vendor name: S Bhowmick

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/09/2016 11:48AM with Govt. Ref. No: 192016170021983791 on 07-09-2016, Amount Rs: 2,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 278843411 on 07-09-2016, Head of Account 0030-02-103-003-02

Trideeb Kumar Acharjee
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
North 24-Parganas, West Bengal



M/s APEX REALTY
Hemant
Partner

10502016

ate of Registration under section 60 and Rule 69.

tered in Book - 1

ame number 1524-2016, Page from 149977 to 150013

ing No 152405020 for the year 2016.



Digitally signed by MAITREYEE GHOSH
Date: 2016.09.16 12:30:41 +05:30
Reason: Digital Signing of Deed.

Maitreyee Ghosh

Maitreyee Ghosh) 16/09/2016 12:30:40
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SODEPUR
West Bengal.

(This document is digitally signed.)

16/09/2016 Query No:-15240001137000 / 2016 Deed No :1- 152405020 / 2016, Document is digitally signed.

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M/s APEX
Kishor Ghosh
Partner