- 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 Owners' allocation to any purchaser/purchasers, the measurement of the flat should be calculated as Super-built-up area.
- n) After demolishing the existing structure those will be the sole property of the Developer. The Land 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.

Be it mentioned here that the land owner shall shift to a nearby place wherein they will stay at the cost of the Developer and the developer shall pay @ Rs. 8,000.00 per month as house rent for his temporary accomodation during the construction work and upon hand over the owner,s allocation flat the Owner shall shift back to his allocated portion in ready and finished condition.

- (o) The Completion Certificate of Municipality will be obtained by the Developer at the costs, expenses and charges of the Developer.
- (p) All disputes and differences arising between the parties to this agreement shall on the First place be referred to arbitrators nominated by each of the parties and whenever necessary and arbitrators so nominated may appoint an umpire among themselves jointly in accordance with

Alokendu Bandyopadhyay

M/s APEX REALTY

Contd...12

Arbitration and Conciliation Act, 1996 to process, the dispute and difference and any step otherwise without compliance the provision of said arbitration, either of the parties will not be entitled to proceed before the court of law as regards the said disputes and differences.

- (q) The name of the proposed multistoried building will be "TARA VABAN".
- (r) All the interior fittings be it electrical, plumbing or any other materials etc. will be used as per the specification of the owner or by mutual discussion between the parties.
- (s) No portion of the proposed building or the area of the premises as mentioned in this Development Agreement shall be used for any illegal purposes by any person including the developer or by any future buyer.
- (t) In case of any dispute regarding construction, construction materials, design or anything which is related to the process of construction as mutually agreed Architect or Civil Engineer shall be deputed as to the settlement or the dispute and decision of the said Architect or Civil Engineer shall be final and binding on both parties.

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

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

### THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT the piece and parcel of land measuring more or less 6 cottahs 2 chittaks 10 sq.ft., of land classified as "Bastu" togetherwith a residential building standing thereon having constructed covered area 600 sq.ft., within Mouza-Panihati, J.L. No. 10, Re.Su. No. 32, Touzi No. 155, comprised and contained in R.S. Dag No. 1058/1599, under R.S. Khatian No. 430, P.S.- Khardah, A.D.S.R.O. Sodepur, Dist. North

Alokendu Bandyopadhyay

M/s APEX REALTY

Contd...13

24 Parganas, under the Collectorate of North 24 Parganas on behalf of the Govt of West Bengal, within the local limits of Panihati Municipality, bearing Holding No. 210, Thakur Nitya Gopal Road, under Ward No. 3, which is the subject property of this Development Agreement.

#### **BUTTED AND BOUNDED BY**

On the North

: House of Debi Prasad Chatterjee.

On the South

: Land of Saroj Basini Debi.

On the East

: 20ft. Wide Thakur Nitya Gopal Road.

On the West

: Land of Saroj Basini Debi.

## 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 the 35% constructed covered area as Owner's Allocation into the new proposed building by using its land in commercial purpose and such area shall be allotted in the new building and distributed in the following manner:-

The owner is entitled to get 2(Two) nos. of self contained residential Flat, being Flat no. 2B, on the 2nd Floor, South-East Facing, measuring more or less 910 Sq. Ft. Constructed covered area and being Flat no. 2C on the 2nd Floor, South-West Facing, measuring more or less 780 Sq. Ft. Constructed covered area and One covered garrage, being no. 2, on the Ground Floor, East Facing, measuring an area 185 Sq.ft. Constructed Covered area and a shop room, being no. 3, on the Ground Floor, East Facing, measuring an area 135 Sq.ft. Constructed Covered area of the building.

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

The Land Owner herein hereby is entitled to get a sum of **Rs. 10,00,000.00** (Rupees Ten Lakhs) only from the Developer as refundable/security deposit amount out of which the Developer shall pay a sum of **Rs. 5,00,000.00** 

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Hokendu Bandyopadhyoy

Advocate

MIS APEX REAL

Contd...14

Partner

(Rupees Five Lakhs) only to the Owner at the time of execution and Registration of this Development Agreement and the balance amount of Rs. 5,00,000.00 (Rupees Five Lakhs) Only shall be paid by the developer to the owner at the time of handover the peaceful vacant possession of the subject landed property to the developer and the said refundable/security deposit amount shall be refunded to the Developer by the land Owner on or before taking the physical possession of the Owner's Allocation and after receiving such amount as aforesaid the land owner shall issue proper money receipt in favour of the Developer.

It is pertinent to mention here that after receiving and/ or accepting the owner's allocation as specified herein above and after calculation of owner's allocation area if it is found that the Owner will get more than the allocated area as per the ratio of **35%** of the constructed covered area in that event the Developer shall pay the money value for such excess area or Sq.ft. @ Rs. 2300/-(Rupees Two Thousand Three Hundred) Only per Sq.ft. to the Owner and such amount shall be paid by the Developer to the Owner at the time of handover the physical possession of Owner's Allocation and vise-versa.

Be it mentioned hereto that after receiving the possession of owner's allocation as mentioned hereinabove as Owner's allocation the Owner herein shall have no future claim or demand in respect of his allocation from the Developer and the Developer shall bear the municipal mutation expenses of the owner's allocation flats, shop & garrage.

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 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.

Alokendu Bandvopadhyay

M/s APEX REALTY

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### THIRD SCHEDULE ABOVE REFERRED TO

### (Developer's allocation)

**DEVELOPER'S ALLOCATION**: shall mean all the remaining portion of the entire building (excluding Owners' allocation) including the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the developer 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 Owners thereof.

# FOURTH SCHEDULE ABOVE REFERRED TO (Specification of work)

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

BUILDING AND WALL: R.C.C. Super structure with Grade

1 quality materials local brick field's bricks.

Internal finish: Plaster of Paris

External Finish: Cement based paint over plaster.

Door Frame: Wooden.

Palla: 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.

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

Stair & Corridor: Marble floor.

Kitchen: 3 ft. height glazed tiles covering from kitchen

Alokendu Bandvopadliyay

M/s APEX REALTY

Contd...16

Advocate

Partner

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.

Bedroom: 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 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.

M/s APEX REAL PLINE

Partner

Contd...17

Alokendu Bandyopadhyay

(17)

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

SIGNED & DELIVERED in presence of following

#### WITNESSES:

- 1. Sarabna Borneyce S. F. N. Cy. Road KOL - 114
- 2. Preading lehosh Kharedha builingarea P. 0.03. Sopon Kal-116

Samual Lad Francis SIGNATURE OF THE LAND OWNER M/S. APEX REALTY

Since NOT Da.

3. John An.
Matri Mardin
Sunchar Kol-115

Matri Mandir
Sunchar KOI-115 Hilin Juin

4. Applee Portoper Suppon Don
Spiramnagar Subhandran Biswer
Partner

1407-113. SIGNATURE OF THE DEVELOPER

#### Drafted by:

Alokander Bandyapadhyro Y.

Alokendu Bandyopadhyay Bil. NO - WB-570/100 W Advocate District Judges' Court, Barasat North 24 Parganas (W.B.)

Laser Setter:

M/s APEX REALLY Hiling Din

Partner

Alokendri Bandyopadhyay

Advocate

Contd...18

#### Memo of Consideration

I, Sri Sankar Lal Banerjee, the land owner do hereby received a sum of Rs. 5,00,000.00 (Rupees Five Lakhs) only from the within named Developer/s as part payment of owners allocation in the following memo: By an a/c payee cheque being no. .0.02.2.12

dated 04.11.2017 issued from B.O.B.

Rs. 5,00,000.00

annian Ku Baung

Total: Rs. 5,00,000.00

In Word: Rupees Five Lakhs Only.

SIGNED AND DELIVERED IN PRESENCE OF FOLLOWING

#### WITNESSES:

1. Surpha Banenjee 5. T. N. G Road.

2. Prealine - Grosh

Kharcolla Kinlinparen P. O. B. D. Sopan Kal - 116

4. Andren Podder. Srinzamnagan Mon-113

M/s APEX REALTY

Hokendu Bandy opadhyay

#### Major Information of the Deed

Deed No :	1-1524-05759/2017	Date of Registration	09/11/2017
Query No / Year	1524-0001516710/2017	Office where deed is r	egistered
Query Date	06/11/2017 1:41:39 PM	A.D.S.R. SODEPUR, D	istrict: North 24-Pargar
Applicant Name, Address & Other Details	Alokendu Bandyopadhyay Barrackpore Court, Thana: Barra PIN - 700120, Mobile No.: 98300	ckpore, District : North 24-Par 075574, Status :Advocate	ganas, WEST BENGA
Transaction		Additional Transaction	
[0110] Sale, Development agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Decl than Immovable Proper 5,00,000/-]	aration: 2], [4311] Oth
Set Forth value	A STATE OF THE STA	Market Value	William A. Welling
Rs. 50,00,000/-		Rs. 52,84,378/-	Y
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 5,021/- (Article:E, E	
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuin	g the assement slip.(Ur

#### Land Details:

District: North 24-Parganas, P.S.- Khardaha, Municipality: PANIHATI, Road: Thakur Nitya Gopal Road, Mouza: Panihati, Ward No: 3, Holding No:210

Sch	Plot Number	Khatian Number	Land Proposed	Part of the second seco	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
L1	RS- 1058/1599	RS-430	Bastu	Bastu	6 Katha 2 Chatak 10 Sq Ft	46,00,000/-		Width of Appro- Road: 20 Ft., Adjacent to Me Road,
	Grand	Total:			10.1292Dec	46,00,000 /-	48,34,378 /-	

#### Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
\$1		600 Sq Ft.	4,00,000/-	4,50,000/-	Structure Type: Structure
51	On Land L1	000 34 Ft.	4,00,000/-	4,00,000/	Oli dottaro 1) pri

Gr. Floor, Area of floor: 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete

	Total:	600 sq ft	4,00,000 /-	4,50,000 /-	
Land	d Lord Details :		Sub Regil	Strat. Sodeou	MIS APEX REALTY
SI	Name,Address,Photo,F	inger print a	d signature	District	Partner
1	Name	r P	Hoto,	Fringenbent	Signature
	Mr Sankar Lal Banerj Son of Late Durga Pa Banerjee Executed by: Self, Date Execution: 09/11/2017 , Admitted by: Self, Dat Admission: 09/11/2017 : Office	of e of	图 机介限 小一	SELLE DE DE DE	Sandor Lal Banigh
		09/11/20		LTI 9/11/2017	09/11/2017

"Tara Bhaban", 5no. Thakur Nitya Gopal Road,, P.O:- Panihati, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700114 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACYPB1293N, Status: Individual, Executed by: Self, Date of Execution: 09/11/2017

Admitted by: Self, Date of Admission: 09/11/2017 ,Place: Office

#### Developer Details:

- 1	SI No	Name, Address, Photo, Finger print and Signature
	- 1	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, PAN No.:: AAWFA9689B, Status :Organization, Executed by:

#### Representative Details:

SI Name. Address, Photo, Finger print and Signature

Representative

Name	Photo	Finger Print	Signature
Mr BISWANATH DAS (Presentant) Son of Late Narayan Chandra Das Date of Execution - 09/11/2017, Admitted by: Self, Date of Admission: 09/11/2017, Place of Admission of Execution: Office			Bisse Mar Der.
Admission of Execution. Office	Nov 9 2017 2:01PM	LTI	09/11/2017
KIRANALAYA, Ground Floor,	Sasadhar Tarafda	o9/11/2017 ar Road,, P.O:-	Sukchar, P.S:- Khardaha, Panihati
In	vest Bengal, India atus : Representa	ar Road,, P.O:- , PIN - 700115, ative, Represent	ative of : M/S. APEX REALTY (as
District:-North 24-Parganas, W Business, Citizen of: India, St	Last Langa India	ar Road,, P.O:-	Sukchar, P.S:- Khardaha, Panihati Sex: Male, By Caste: Hindu, Occu ative of : M/S. APEX REALTY (as

Dr. Gopal Chatterjee Road,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, W. Bengal, India, PIN - 700115, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of: M/S. APEX REALTY (as Partner)

Nov 9 2017 2:02PM

LTI 09/11/2017

3	Name	Photo	Finger Print	Signature
	Mr SWAPAN DAS Son of Late Foudi Das Date of Execution - 09/11/2017, Admitted by: Self, Date of Admission: 09/11/2017, Place of Admission of Execution: Office			Swapon Das
	Admission of Exception.	Nov 9 2017 2:04PM	09/11/2017	09/11/2017

RAMKRISHNA APARTMENT, Flat No. B, 3rd Floor, 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: I APEX REALTY (as Partner)

Name Photo Finger Print Signature Mr SUBHANKAR BISWAS Son of Mr Madhab Chandra Biswas Suphanta Sioway Date of Execution -09/11/2017, , Admitted by: Self, Date of Admission: 09/11/2017, Place of Admission of Execution: Office 09/11/2017

2no. Subhash Nagar,, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, Wes 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

Sriramnagar, P.O:- Natagarh, P.S:- Ghola, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700113 Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Sankar Lal Banerjee, Mr BISWANA DAS, Mr MIHIR GUIN, Mr SWAPAN DAS, Mr SUBHANKAR BISWAS

Avisleen Portos

09/11/2017

SI.No	From	To. with area (Name-Area)	- 1
1	Mr Sankar Lal Banerjee	M/S. APEX REALTY-10.1292 Dec	
Trans	fer of property for S1	TEHROS PROPERTY OF THE PROPERT	
SI.No	From	To. with area (Name-Area)	
1	Mr Sankar Lal Banerjee	M/S. APEX REALTY-600.00000000 Sq Ft	

Endorsement For Deed Number : I - 152405759 / 2017

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:

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

Presented for registration at 11:53 hrs on 09-11-2017, at the office of the A.D.S.R. SODEPUR by Mr BISWANATH

Certificate of Market Value (WB PUVI rules of 2004).

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs

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

xecution is admitted on 29 15 2017 by Mr Sankar Lal Banerjee, Son of Late Durga Pada Banerjee, "Tara Bhaban" 5no. Thakur Nitya Goos Post P.O. Parmati, Thana: Khardaha, , City/Town: PANIHATI, North 24-Parganas, WES BENGAL, India, PIN - 700114, by caste Hindu, by Profession Retired Person

Indetified by Mr Avs as Podder. Son of Mr Basudeb Podder, Sriramnagar, P.O. Natagarh, Thana: Ghola, City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession

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

Execution is admitted on 09-11-2017 by Mr BISWANATH DAS, Partner, M/S. APEX REALTY (Partnership Firm), Bimala Apartment, 45A (28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parganas, West Bengal, India, PIN - 700115

Indetified by Mr Avishek Podder, , , Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession

Execution is admitted on 09-11-2017 by Mr MIHIR GUIN, Partner, M/S. APEX REALTY (Partnership Firm), Bimal Apartment, 46A(28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Pargar West Bengal, India, PIN - 700115

Indetified by Mr Avishek Podder, , , Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession

Execution is admitted on 09-11-2017 by Mr SWAPAN DAS, Partner, M/S. APEX REALTY (Partnership Firm), Bir Apartment, 46A(28), Patuatola Lane, Room No, P.O:- Sukchar, P.S:- Khardaha, Panihati, District:-North 24-Parga West Bengal, India, PIN - 700115

Indetified by Mr Avishek Podder, , , Son of Mr Basudeb Podder, Sriramnagar, P.O: Natagarh, Thana: Ghola, , City/Town: PANIHATI, North 24-Parganas, WEST BENGAL, India, PIN - 700113, by caste Hindu, by profession

Execution is admitted on 09-11-2017 by Mr SUBHANKAR BISWAS, Partner, M/S. APEX REALTY (Partnership Bimala Apartment, 46A(28), Patuatola Lane, Room No, P.O.:- Sukchar, P.S.:- Khardaha, Panihati, District:-North 2 Parganas, West Bengal, India, PIN - 700115

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

Certified that required Registration Fees payable for this document is Rs 5,021/- ( B = Rs 5,000/- ,E = Rs 21/- ) a

Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. o Online on 09/11/2017 9:31AM with Govt. Ref. No: 192017180106179041 on 09-11-2017, Amount Rs: 5,021/-, AXIS Bank ( UTIB0000005), Ref. No. 290524659 on 09-11-2017, 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 by online = Rs 2,021/-

Description of Stamp

2. Stamp: Type: Impressed, Serial no 4236, Amount: Rs.5,000/-, Date of Purchase: 07/11/2017, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. Online on 09/11/2017 9:31AM with Govt. Ref. No: 192017180106179041 on 09-11-2017, Amount Rs: 2,021/-AXIS Bank ( UTIB0000005), Ref. No. 290524659 on 09-11-2017, Head of Account 0030-02-103-003-02

Partner



Maibreyee Ghosh

Maitreyee Ghosh ADDITIONAL DISTRICT SUB-REGIS OFFICE OF THE A.D.S.R. SODEI North 24-Parganas, West Beng

T-nEIEGholf

Africate of Registration under section 60 and Rule 69.

egistered in Book - I

Volume number 1524-2017, Page from 166618 to 166653 being No 152405759 for the year 2017.



Digitally signed by Maitreyee Ghosh Date: 2017.11.15 12:13:28 +05:30 Reason: Digital Signing of Deed.

Maibreyee Ghash.

(Maitreyee Ghosh) 15-11-2017 12:10:55 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SODEPUR West Bengal.

M/s APEX REALTY

Partner

(This document is digitally signed.)