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रु.5000

Rs.5000

पाँच हजार रुपये

FIVE THOUSAND RUPEES

পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 389623

25/03/26
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Certified that the Document is Admitted to Registration the Signature Sheet and the Endorsements Attached with this Documents are the Part of this Document.

A.D.S.R. Durgapur
Paschim Bardhaman

25 MAR 2026

DEVELOPMENT AGREEMENT

QUERY NO. : 2000729481/2026
DISTRICT : Paschim Bardhaman
MOUZA : Benachity
P.S. : Durgapur
AREA OF LAND : 16 (Sixteen) Decimal

25

Sl. No. 5480 Date 24/03/2026
Sold to. Sonni Developer
Address. Durgapur - 13
Value of Stamp. 5000
Date of Purchase of the stamp paper
from Treasury. 08 MAR 2026
Name of the Treasury from
Durgapur

Chatterjee
Somnath Chatterjee
Stamp Vendar
A.D.S.R. Office, Durgapur 16
Licence No. - 1/2016-17



✓
Addl. Dist. Sub-Registrar
Durgapur, Paschim Bardhaman

25 MAR 2026

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 25TH DAY
OF MARCH, 2026; AT A.D.S.R. DURGAPUR;

BETWEEN

(1) **MR. VIJAY AGARWAL**, [PAN- ACIPA3420C], Son of Sri. Prahalad Rai Agarwal, By Faith: Hindu, by nationality Indian, by occupation- Business, resident of: 16, Punjabi Gali, Benachity, City: Durgapur, P.O.: Benachity, P.S.- Durgapur, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713213, (2) **MR. CHANDRA PRAKASH MISHRA**, [PAN- FQSPM1846K], Son of Anup Kumar Mishra, By Faith: Hindu, by nationality Indian, by occupation- Business, resident of: Flat No-13B, Block-3, Natural Heights, 54 Feet Road, City: Durgapur, P.O.: Benachity, P.S.- Durgapur, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713213, hereinafter refereed to and called as **"LANDOWNERS(S)"**, (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, representatives, executors, administrators, successors and assigns) of the **FIRST PART.**

A N D

"SAANVI DEVELOPERS" [PAN - AFUES9708N] (A Partnership Firm), having its registered office at - Holding No-99/67, RD-53, City: Durgapur, P.O. Benachity, P.S.: Durgapur, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713213, Represented by its **Partner namely MR. RANA AVIJIT SINGH**, [PAN- JNBPS9459G], Son of Mr. Rana Parmindar Singh, By Faith: Hindu, by nationality Indian, by occupation- Business, resident of: 1/6, Netaji Vidyalaya Road, City: Durgapur, P.O.: Benachity, P.S.- Durgapur, District- Paschim Bardhaman, State- West Bengal, India, PIN- 713213, hereinafter refereed to and called as the **"DEVELOPER"**, (which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor-in-office legal representatives, administrators, executors and assigns) of the **SECOND PART.**

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

Subject Matter of Agreement:

1.1 1. Development and Construction of Building on scheduled Property: Terms and conditions agreed between the Owner and the Developer with regard to development and construction of multistoried Residential Building admeasuring an area 16 Decimal at the scheduled premises in R.S. Plot No- 463, corresponding to L.R. Plot No- 1748, 1749, 1752 & 1753, of Mouza- Benachity, J.L. No- 117, L.R. Khatian Nos.- 2602, 2606, 2531 & 2539 respectively, under Durgapur Municipal Corporation, District- Paschim Bardhaman. Scheduled / Said- Property).

2. Representations, Warranties and Background:

2.1. **Owner's Representations:** The Owner's have represented and warranted to the Developer as follows:

a) Ownership of Said Property:

WHEREAS R.S. Plot No-463 measuring 6 Katha of Mouza- Benachity was purchased by Smt. Amiya Biswas, wife of Subhas Chandra Biswas, vide deed No- 1878 for the year 1971 of Joint Sub Registrar of Raniganj at Durgapur, after that she mutated her name in the L.R R-O-R in L.R Khatian No. 1857 in L.R Plot No. 1746 measuring 1 Decimal, in L.R Plot no. 1748 measuring 2 Decimal and, in L.R Plot No. 1749 measuring 8 Decimal, and after that she sold R.S plot No. 463 corresponding to L.R Plot No. 1746 measuring 1 Decimal, in L.R Plot no. 1748 measuring 2 Decimal and, in L.R Plot No. 1749 measuring 8 Decimal to present landowner vide Deed No. 3023 for the year 2025 of the A.D.S.R. Durgapur, and after purchasing the aforementioned land they mutated their name in L.R R-O-R, in L.R khatian No. 2602 & 2606;

WHEREAS R.S Plot No. 463 measuring 6 Decimal land, originally belonged to Amullya Ranjan Dey, son of Sarada Prasad Dey and he owned and possessed the said land by way of two Regd. Sale Deeds being Nos. I-3605 and I-3606 both are for the year of 1968 and his name duly been recorded in L.R. Record of right under separate L.R. Khatian No. 47.

AND THEREAFTER during his peaceful possession of the said land said Amullya Ranjan Dey died leaving behind his wife Pratima Dey (now deceased) and his only Son Arun Dey @ Arun Kumar Dey and three daughters namely Anjali Lodh, Amita Khan and Anita Dutta, as his only legal heirs and successors and they equally inherited the land described in the preceding paragraph by way of legal heirs and successors.

AND THEREAFTER said Arun Dey @ Arun Kumar Dey also died on 22.03.2014 leaving behind his wife Sipra Dey (who died on 25.07.2011) and his only daughter Priyanka Dey, as his only legal heir and successor and Priyanka Dey became the absolute owner and possessors of the said land of said deceased Arun Dey @ Arun Kumar Dey and Sipra Dey, according to $\frac{1}{4}$ share of land by way of legal heirs and successor.

AND THEREAFTER said Anjali Lodh also died on 23.01.2019 leaving her husband Swapan Lodh and her only son Samar Lodh and only daughter Rupali Dey as her only legal heirs and successors and they became the absolute owners and possessors of the said land of deceased Anjali Lodh, according to $\frac{1}{4}$ share of land by way of legal heirs and successor.

AND WHEREAS thereafter (1) Mrs. Dutta Anita Alias Anita Dutta, (2) Mrs. Amita Khan, (3) Mr. Swapan Lodh, (4) Mr. Samar Lodh, (5) Mrs. Rupali Dey, (6) Mrs. Priyanka Dey jointly sold R.S Plot No. 463 corresponding L.R Plot Nos. 1752 & 1753, to present vendor vide Deed No. 2392 for the year 2024 of ADSR Durgapur, after that they mutated their name in L.R. R-O-R in L.R Khatian No. 2531 & 2539.

AND WHEREAS present owner offered for Development R.S Plot No. 463 corresponding to L.R Plot No. 1752, measuring 5 Decimal, L.R Plot No.

1753, measuring 1 decimal, L.R Plot No.1748 measuring 2 Decimal and L.R Plot No. 1749 measuring 8 Decimal, in total for 16 Decimal, for Development of a multistoried building;

b) Rights of Owners: The Owners are seized and possessed of and well and sufficiently entitled to the Said Property. Save as mentioned herein, no person other than the Owners has any manner of right, title, interest, claim or demand of any nature whatsoever in the Said Property or any part thereof and there are no outstanding claims or demands between the Owner and any third party and thus entirety the Said Property is free from all encumbrances, liens, mortgages, charges, Lis pen dens, trusts, debutors, trespassers, occupants, encroachers, tenants, claims, demands, liabilities, attachments, requisitions, acquisitions and alignments of whatsoever or howsoever nature.

c) No Express or implied Mortgage: Neither the title deeds nor any other documents in respect of the Said Property or any part thereof have been deposited in favour of any party or person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise.

d) No Previous Agreement: The Owner has not dealt with the Said Property in any manner nor created any right, title or interest therein in favour of any third party in any manner whatsoever or howsoever and have not entered into been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development etc. in respect of the Said Property.

e) No Disputes Relating to Statutory Outgoings: The Said Property is free from any land charge and all statutory outgoings in respect thereof including land revenue have been paid in full by the Owner till the date of this Agreement.

f) No Covenants and Restrictions: The Said Property is not subject to any covenants, restrictions, stipulations, easements, rights of pre-

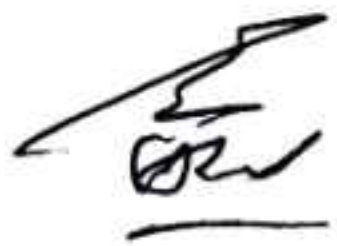


emption, licenses, grants, exceptions or reservations or other such rights (whether legal or equitable) the benefit of which is vested in third parties nor is there any agreement to create the same.

g) Easements Unrestricted: No right or easement appurtenant to or benefiting the Said Property is restricted in any way and such rights and easements are enjoyed freely without interruption and without restrictions as to hours of use or otherwise and no person or governmental authority has any right to terminate or curtail a right or easement appurtenant to or benefiting the Said Property.

h) No Boundary Dispute: The entirety of the Said Property is butted and bounded and there is no manner of boundary dispute in respect thereof.

i) No Legal Proceeding: (1) There is no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, complaints, actions, governmental investigations, orders, judgments or decrees of any nature, initiated, made, existing, pending, threatened or anticipated in respect of the Said Property or the Owner, which may in any manner prejudicially affect the due performance enforceability of this Agreement or any obligation, act, omission or transaction stated hereunder nor is there any threat of any such proceedings (2) there are no unfulfilled or unsatisfied judgment attachments, court orders, debts, notice in respect of the Said Property or the Owner (3) there is no order of any Court or any other statutory authority prohibiting development, sale, transfer and/or alienation of the Said Property and (4) there is no suit, action, litigation, investigation, claim, complaint, grievances or proceedings, appeals or applications for review, which are in process or pending against or relating to the Said Property or the Owner and the Owner is not engaged, whether as plaintiff, or defendant or otherwise, in any litigation, criminal or arbitration proceedings before any court, tribunal, statutory or governmental body, department, board or agency and no litigation, criminal or arbitration proceedings are pending by or



against the Owner and there are no facts which are likely to give rise to the same or to proceedings in respect of which the Owner would be liable to indemnify any person concerned.

J) Status of Possession: Save as mentioned herein, the Said Property is and shall continue to be in the khas, vacant, peaceful, physical and absolute possession of the Owner and no third party or parties have or had or has ever claimed or acquired any manner of right, title or interest over or in respect of any part or portion of the Said Property, by way of adverse possession or otherwise.

k) Owner has Marketable Title: The Owner has good, free, clear, marketable, bankable and transferrable right, title and interest in the Said Property, free from all encumbrances of any and every nature whatsoever save as mentioned herein. The Owner shall at its own cost and responsibility keep its title in the Said Property good, free, clear, marketable, bankable and transferrable, till the completion of the Project.

2.2 Developer's Representations: The Developer has represented and warranted to the Owner as follows:

a) Infrastructure, Expertise and Financial Capacity of Developer: The Developer is carrying on business of civil construction and development of real estate and has necessary infrastructure and expertise in this field and the Developer has the necessary financial capacity to carry out the entire process of development / construction and at no point of time shall take plea that the Project cannot be carried out due to lack of financial capacity.

b) Developer has Authority: The Developer has full authority to enter into this Agreement and appropriate authorizations to that effect exist.

c) Decision to Develop / construct : The Owner decided to have the Said Property developed into multistoried building and pursuant thereto discussions were held with the Developer for taking up the development



and construction of multistoried building at the Said Property by constructing a cluster of ready-to-use residential buildings of as per sanctioned plan provided by the owner and commercial exploitation of the Said Complex for the benefit of the Parties hereto (such development and construction of multistoried building collectively Project) by selling the saleable spaces and amenities in the Said Complex (Units) to prospective buyers [collectively Transferees, which expression includes, without limitation or exception all persons who agree to buy Units in the Said Complex .

d) Finalization of Terms Based on Reliance on Representations:

Pursuant to the above and relying on the representations made by the Parties to each other, final terms and conditions for the Project are being recorded by this Agreement.

3. Basic Understanding

a) Development of Said Property by Construction of multistoried residential building of Said Complex: The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by construction of the Said Complex thereon of the Said Complex on principal to principal basis, with (1) specified inputs and responsibility sharing by the Parties as mentioned herein and (2) exchange with each other of their specified inputs as mentioned herein.

b) Building Plans: The Said Complex shall be constructed in accordance with architectural plans (Building Plans) which will be approved by Durgapur Municipal Corporation and Developer agree to construct multistoried building according to such plan.

c) Costs of Development / construction etc.: The Developers shall bear and pay all costs and expenses of and relating to construction of the Said Complex and shall have absolute right and full authority to appoint sub-contractors, agents, sub-agents etc.



4. Appointment and Commencement

a) Appointment and Acceptance: The Parties hereby accept the Basic Understanding between them and the conditions precedent as recorded in Clause 3 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owner hereby appoints the Developer as the Developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owner.

b) Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution of this agreement and this agreement shall remain valid and in force all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction and Construction:

a) Survey and Measurement: Joint measurement of the land is already done by both the parties therefore neither of the parties shall raise any question regarding measurement of land in future.

b) Architect and Consultants: The Developer shall pay all costs, charges and expenses of the Architect and other consultants in connection with construction work of the Project including professional fees and supervision charges and the Owner shall have no liability or responsibility therefore. The Developer shall commence the construction work of the Said Complex after receiving all necessary approvals for commencement of construction. The Developer shall, at its own costs and expenses, construct, erect and complete the Said Complex in accordance with the sanctioned Building Plans. Such construction shall be as per specifications described in the 2nd Schedule below, common to all Units of the Said Complex (Specifications).



c) **Project Completion Time:-** Developer shall complete entire project within 5 years from the date of this agreement subject That Developer shall hand over landowners allocation in tenable condition within a period of 5 years from the date of execution of the development power of attorney, with a grace period of 6 (Six) months, subject to Force Majeure as defined in Clause 20 below.

d) **Common Portions:** The Developer shall, at its own costs, install and erect in the Said Complex the common areas, amenities and facilities such as stairways, lifts, club, firefighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, overhead water tank, water pump and motor, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex etc. For permanent electric connection to the Units, the Transferees shall pay the deposits demanded by WBSEDCL and/or other agencies. It is clarified that the expression Transferees includes the Owner and the Developer, to the extent of unsold Units comprised in the Owner's Allocation and the Developer's Allocation. It is further clarified that the Developer alone shall be entitled to receive and appropriate from all the Transferees (including Transferees of the Owner's Allocation) (i) charges for electric equipment and cabling (ii) charges for generator, water connection and other amenities and facilities and (iii) charges for maintenance.

e) **Temporary Connections:** The Developer shall be authorized in the name of the Owner to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

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f) **Modification:** Any amendment or modification to the Building Plans may be made or caused to be made by the Developer by informing the same to the owner.

g) **Co-operation:** Neither Party shall indulge in any activities that may be detrimental to the Project and/or may affect the mutual interest of the Parties. The Owner shall provide all cooperation that may be necessary for successful completion the Project.

6. Possession and Title Deeds:

a) **Possession of Said Property:** For the purpose of carrying out the development in terms of this Agreement, the Owner has already inducted the Developer as a licensee in respect of scheduled / said property.

b) **Deposit of Title Deeds:** The Developer shall be entitled to take delivery of the said original title deeds and all link deeds from the Owners for production thereof before authorities, banks etc. and subject to the provisions of Clause 10(d) below, will have to return the same to the Owners. The said original title deeds and all link deeds will not be mortgaged by the Developer in favour of any banks and/or financial institutions and/or any other persons, save and except as required for the purposes of the Project, in the manner mentioned in Clause 10(d) below. On completion of the Project, the Developer / or Owner (as the case may be) shall handover the original title deeds and all link deeds to the Association of Transferees of Units.

7. Powers and Authorities

a) **Development Power of Attorney:** The Owner shall grant to the Developer and/or its nominees a registered Development Power of Attorney relating to the Said Property shall be executed by the land owner in favour of developer within 15 days from the development agreement.

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8. Owner's / Developer's Consideration

a) Owner's Allocation: The Developer shall: at its own costs and expenses, construct, finish, complete and make available collectively to the Owner, in tenantable condition and according to the Building Plans, 6 (Six) Nos. of flats and 6 (Six) Nos. of Parking space apart from that the area mentioned in the sanctioned plan as "Owners Area" shall remain with landowners as their allocation and they shall use that portion as they deem fit along with undivided, impartible, indivisible and proportionate share in (i) the Common Portions and (ii) the land contained in the Said Property. That Developer shall hand over landowners allocation in tenable condition within a period of 4 years from the date of execution of this agreement, with a grace period of 6 (Six) months, subject to Force Majeure as defined in Clause 20 below which is particularly mentioned and Described in Second Schedule.

b) Developer's Allocation: The Developer shall be exclusively entitled to entire area of the building save and except the Flats/area as mentioned in para-8 (a) as owners allocation together with the undivided impartible proportionate interest in the First Schedule mentioned land and the common portions

9. The Developer may arrange for financing of the Project by a Bank/Financial Institution (Banker). Such Project Finance can be secured on the strength of the security of the Developer's Allocation and construction work-in-progress/receivables to the extent pertaining to the Developer's Allocation but collateral security may be created by depositing the original title deeds of the Said Property, in which event the Owners shall handover the original title deeds and link deeds to the Developer. The Owner shall deposit the title deeds of the Said Property with the Banker but on the clear understanding that no corporate or personal guarantee of the Owner is being given and the Banker shall have no right of recovery against the Owner and the Owner's Allocation.



For this purpose, the Owner shall execute necessary documents through its delegated authority as contained in the Development Power Of Attorney and if required by the Banker, the Owner shall join as consenting party to create a charge in favour of Banker for availing such Project Finance.

10. Dealing with Respective Allocations:

a) Sale of Owner's Allocation: The Owner shall sell the Owner's Allocation through its own efforts and cost and appropriate the entire consideration from such sale

b) Sale of Developer's Allocation: The Developer shall sell the Developer's Allocation through its own efforts and cost and appropriate the entire consideration from such sale.

c) Transfer of Developer's Allocation: In consideration of the Developer constructing the Owner's Allocation, the Owner shall execute deeds of conveyance of the undivided share in the land contained in the Said Property and the Building Plans as be attributable to the Developer's Allocation in favour of the Transferees of the Developer's Allocation, in such part or parts as shall be required by the Developer. Such execution by the Owner shall be through the delegated authority given to the Developer by the Development Power of Attorney.

d) Transfer of Owner's Allocation: The Developer shall join the deeds of conveyance in favour of the Transferees of the Owner's Allocation and shall execute and register the same in its capacity as the confirming party. Such execution by the Developer shall be through the delegated authority given to the Owner by the Owner's Power of Attorney.

e) Cost of Transfer: The costs of such conveyances (both in respect of the Owner's Allocation and the Developer's Allocation) including stamp duty and registration fees and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.



f) Possession to Transferees: If at the end of the Project, there are any unsold Units in the Owner's Allocation, then the Developer shall handover the same to the Owner, complete in all respect charges after receiving payment for generator, water connection and other amenities and facilities.. In this regard it is clarified that upon completion of the Project, the Developer shall give 15 (fifteen) days' notice to the Owner for taking possession and thereafter the Developer will be free to deliver possession and register conveyances of the Developer's Allocation, irrespective of possession being taken by the Owner.

11. Municipal Taxes and Outgoings:

a) Relating to Period Prior to Agreement: All municipal taxes, land revenue and outgoings (collectively Rates) on the Said Property relating to the period till the date of this Agreement shall be borne, paid and discharged by the Owner. It is made specifically clear that all Rates outstanding upto such date shall remain the liability of the Owner and such dues shall be borne and paid by the Owner as and when called upon by any statutory authority.

b) Relating to Period After Agreement: All Rates on the Said Property relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all Rates outstanding after such date shall remain the liability of the Developer and such dues shall be borne and paid by the Developer, till the Project is completed.

c) Relating to Period After Completion of Project: After completion of the Project, the Parties shall bear and pay the Rates applicable to the unsold portions of their respective allocations while the Transferees shall pay the Rates applicable to their respective Units.

12. Post Completion Maintenance:

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a) **Maintenance:** The Developer shall frame a scheme for the management and administration of the Said Complex and/or Common Portions thereof.

b) **Maintenance Charge:** As and from the date possession of various phases of the Said Complex is delivered (Possession Date), the concerned Transferees and the Owner and the Developer (in respect of unsold Units allocated to them) shall become responsible for payment of all charges and taxes thereon for maintenance and upkeep of the Common Portions and facilities in the Said Complex; Maintenance Charge. The Maintenance Charge shall be fixed by the Developer and till such maintenance is handed over to a Society/Association and/or any other organization, the Developer shall collect the Maintenance Charge.

13. Common Restrictions:

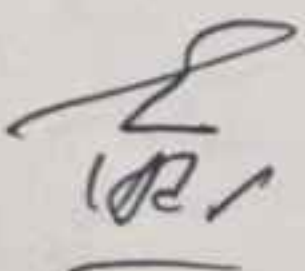
a) **Applicable to Both:** The Owner's Allocation and the Developer's Allocation in the Said Complex shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the Said Complex.

14. Obligations of Developer:

a) **Completion of Development within Completion Time:** The Developer shall complete the entire process of development of the Said Property within the Completion Time unless extended in writing.

b) **Meaning of Completion:** The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation

c) **Compliance with Laws:** The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it

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shall be the absolute responsibility of the Developer to ensure proper compliance.

d) Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility, by adhering to the Building Plans and all applicable laws and attending to all notices issued by concerned authorities. The Developer shall alone be responsible and liable to Government, Corporation and other authorities concerned and to the occupants/Transferees and to the third parties and the public in general and shall alone be liable for any loss, damage or compensation or for any claim arising from or relating to such construction and shall indemnify the Owner fully against any claims, losses and damages for any default, failure, breach, act, omission or neglect on the part of the Developer and/or any contractor, entity, body, agency and/or person appointed or designated by the Developer and/or any employees/agents/representatives thereof.

e) Sanction of plan:- The Developer shall under obligation to sanction plan within 20 months from date of this agreement otherwise this agreement shall stand cancel with a fifteen days notice. A security deposit shall be forfeited by the landowner as damages.

15. Obligations of Owner

a) Co-operation with Developer: The Owner undertakes to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.

b) Marketing of Owner's Allocation: The Owner shall be responsible for marketing of the Owner's Allocation.

c) Development Cost: The owner shall be under obligation to pay Development cost to the developer for owner allocation, Development cost mean and include i) charges for electric equipment and cabling ii) charges for generator, water connection and other amenities and facilities



and iii) charges for maintenance. The amount of the shall be determined by both the parties later on and that will be binding upon both the parties.

16. Indemnity:

a) By Developer: The Developer hereby indemnifies and agrees to keep the Owner saved harmless and indemnified of from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owner in relation to the Project and/or to the development and/or to the construction of the Said Complex and/or defect therein and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Transferees and any breach resulting in any successful claim by any third party or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

b) By Owner: The Owner hereby indemnifies and agrees to keep the Developer saved harmless and indemnified of from and against any and all actions, suits, costs, proceedings and claims that the Developer may suffer due to any defect in title of the Owner to the Said Property and/or any encumbrance or liability whatsoever thereon.

17. Limitation of Liability

a) No Indirect Loss: Notwithstanding anything to the contrary herein, neither the Developer nor the Owner shall be liable in any circumstances whatsoever to each other for any indirect loss suffered or incurred.

18. Miscellaneous

a) Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.



19. Termination

a) Circumstances of Termination: In the event sanction of the Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction not being granted for any reason whatsoever, this Agreement shall stand terminated at the option of the Developer without claiming any cost and expenses from landowner.

b) No Termination: Except as mentioned above, none of the Parties shall be entitled to cancel or rescind this Agreement. In the event of any default on the part of either Party, the other Party shall be entitled to claim specific performance of this Agreement and also for damages.

20. Force Majeure:

a) Meaning of Force Majeure: The Parties shall not be held responsible for any consequences or liabilities under this Agreement if the Parties are prevented in meeting the obligations under this Agreement by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God (2) acts of nature (3) acts of war (4) fire (5) insurrection (6) terrorist action (7) civil unrest (8) riots (9) non availability or reduced availability of building materials and strike by material suppliers, transporters, contractors, workers and employees (10) delay on account of receiving statutory permissions (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively Force Majeure).

b) Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of Force Majeure, such Party shall be deemed not to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

21. Amendment/Modification:

Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Agreement.

22. Both parties Declaration:- However, the Landowner shall not transfer any right, title or interest in the schedule mentioned land by virtue of this Development Agreement and by virtue of this agreement no partnership will be created between the Landowner & Developer.

FIRST SCHEDULE ABOVE REFERRED TO**(Description of Land)**

All That piece or parcel of Bastu Land admeasuring an area of **16 (Sixteen) Decimal**, be the same, situated within **Mouza- Benachity**, J.L. No. 1187, Police Station: Durgapur, Additional District Sub Registration Office- Durgapur, Dist.: Paschim Bardhaman, under Durgapur Municipal Corporation.

R.S. Plot No.	L.R. Plot No.	L.R. Khatian No.	Classification	Area in Decimal
463	1748 ✓	2602	Bastu ✓	1.0 ✓
463	1749 ✓	2602	Bastu ✓	4.0 ✓
463	1748 ✓	2606	Bastu ✓	1.0 ✓
463	1749 ✓	2606	Bastu ✓	4.0 ✓
463	1752 ✓	2531	Bastu ✓	2.5 ✓
463	1752 ✓	2539	Bastu ✓	2.5 ✓
463	1753 ✓	2531	Bastu ✓	0.5 ✓
463	1753 ✓	2539	Bastu ✓	0.5 ✓

Entire Land is butted and bounded:

On the North : House of Jharna
 On the South : Chruch
 On the East : House of Amiyo Biswas & K. Paul
 On the West : 24 feet wide Road

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SECOND SCHEDULE ABOVE REFERRED TO
(LANDOWNER ALLOCATION)

Flat No.	Floor No.	Buildup/ Covered Area in Sq. Ft.	Carpet Area in Sq. Ft.	Super Built- up Area in Sq. Ft.	Balcony Area in Sq. Ft.
1/A	1 ST	846.16	695.95	1210	60.35
1/C	1 ST	693.05	576.84	990	28.62
2/A	2 ND	846.16	695.95	1210	60.35
4/A	4 TH	846.16	695.95	1210	60.35
4/B	4 TH	800.86	654.10	1145	57.80
4/C	4 TH	693.05	576.84	990	28.62
Including 6 Nos. Of Car parking space admeasuring an area 135 Sq. Ft. Each.					

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[Handwritten initials]

THIRD SCHEDULE ABOVE REFERRED TO
(Specifications)

WATER SUPPLY	Durgapur Municipal Corporation
STRUCTURE	RCC framed construction with infill brick walls / blocks
WALLS	Blocks / Conventional brickwork. Internal Walls Cement plastering overlaid with smooth
WALL FINISH	Interior – Wall putty. Exterior - Combination of weather coat.
FLOORING	Ceramic Tiles in all bedrooms, Living-cum-Dining, In Kitchen and Balcony anti skid ceramic Tiles,
KITCHEN	Kitchen platform made of Granite Slab. Glazed tiles, up to the height of two feet from the platform. Stainless steel sink.
TOILET	Anti skid ceramic Tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 5 feet. ISI/ISO branded sanitary and CP fittings (as per supply), Concealed plumbing and pipe work.
DOORS	Door with tough timber frames and solid-core flush shutters, and PVC door in toilet.
WINDOWS	Aluminum frames with fully glazed shutters and quality fittings.
WIRING	Standard concealed wiring for electricity.
ELECTRIC METER	Individual meter for each unit by individual cost.
AMENITIES	Adequate standby generator for inside Flats, common areas, services. Lift provided for every floor in the building.



It is hereby declared that the full name, colour passport size photograph and finger prints of each finger of both hands of Vendor/representative of Developer are attested in additional pages in this deed being no. (1) (A), (1) (B), i.e. in total numbers of pages and these will be treated as part of this deed.

IN WITNESS WHEREOF the parties hereto have executed these presents on the day, month and year first above written.
SIGNED AND DELIVERED by the OWNERS /FIRST PART at
DURGAPUR in the presence of:

Gany Aggarwal
Chandrababul Mishra

SIGNED AND DELIVERED by the DEVELOPER/SECOND PART at
DURGAPUR in the presence of:

WITNESSES:

① Apurba Sain
S/O Anur K. Sain
Vill - punsha
P.S Durgapur - 7

SAANVI DEVELOPERS

Rama Arijit Singh
Partner

② Luv Kumar
S/O. Luv Kumar
Vill - Anger. P.S - 15
P.S - Cooch, S.S - Paur. Kumar.

Drafted and Typed by me & I have read over & Explained in Mother languages to all parties to this deed and all of them admit that the same has been correctly written as per their instruction.

Subrata Mukherjee
SUBRATA MUKHERJEE
ADVOCATE
Durgapur Court
Enroll No.- WB/506/2007.

DETAILS OF IDENTIFIER WITH PHOTO

1.	NAME (নাম)	APURBA SAIN
2.	FATHER NAME (পিতা)	ARUN KUMAR SAIN
3.	OCCUPATION (পেশা)	LAW CLARK

4. PERMANENT ADDRESS (স্থায়ী ঠিকানা)

❖	VILLAGE/TOWN (গ্রাম)	VILLAGE- PURUSHIA
❖	POST OFFICE (পোস্ট অফিস)	MAYABAZAR
❖	POLICE STATION (থানা)	DURGAPUR
❖	PIN CODE	713207
❖	DISTRICT (জেলা)	PASCHIM BARDHAMAN
❖	STATE (রাজ্য)	WEST BENGAL

5. RELATIONSHIP WITH SELLER/BUYER (দলিলের বিক্রেতা / দাতা গনকে সহিত সম্পর্ক) OTHERS

6. AADHAAR NO : 6484 8850 5039

7. VOTER ID : WEP1979665

আমি (শনাক্তকারী) Development Department এ দলিলে (Query No.)
Vijay Agarwal বিক্রেতা / দাতা গনকে শনাক্ত করিলাম।

I, Apurba Sain as identifier identifying the executants of the concerned deed

(Query No.) 2000729481/1026

ছবি সহ দশ আঙ্গুলের টিপ ছাপ

LEFT HAND						
RIGHT HAND						

✓ Apurba Sain

IDENTIFIER SIGNATURE
(শনাক্তকারীর সাক্ষর)

SPECIMEN FORM FOR TEN FINGER PRINTS

Signature of the
Executants/presentation



(LEFT HAND)				
Little	Ring	Middle	Fore	Thumb
(RIGHT HAND)				
Thumb	Fore	Middle	Ring	Little

Signature:-

Signature of the
Executants/presentation



(LEFT HAND)				
Little	Ring	Middle	Fore	Thumb
(RIGHT HAND)				
Thumb	Fore	Middle	Ring	Little

Signature:-

Signature of the
Executants/presentation



(LEFT HAND)				
Little	Ring	Middle	Fore	Thumb
(RIGHT HAND)				
Thumb	Fore	Middle	Ring	Little

Signature:-
SAANVI DEVELOPERS
Rana Arijit Singh
Partner

Major Information of the Deed

Deed No :	I-2306-02856/2026	Date of Registration	25/03/2026
Query No / Year	2306-2000729481/2026	Office where deed is registered	
Query Date	21/03/2026 7:56:40 PM	A.D.S.R. DURGAPUR, District: Paschim Bardhaman	
Applicant Name, Address & Other Details	SUBRATA MUKHERJEE Pursha, Thana : Durgapur, District : Paschim Bardhaman, WEST BENGAL, PIN - 713207, Mobile No. : 8101891226, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 88,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,010/- (Article:48(g))	Rs. 400/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

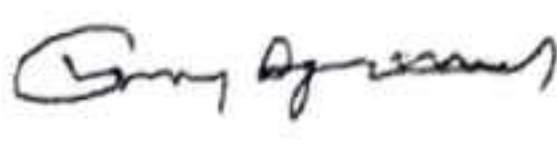
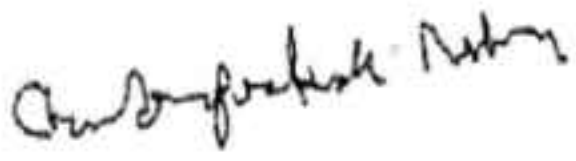
Land Details :

District: Paschim Bardhaman, P.S:- Durgapur, Municipality: DURGAPUR MC, Road: Nutan Pally Road, Mouza: Benachity, JI No: 117, Pin Code : 713213

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-1748 (RS :-463)	LR-2602	Bastu	Bastu	1 Dec		5,50,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L2	LR-1749 (RS :-463)	LR-2602	Bastu	Bastu	4 Dec		22,00,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L3	LR-1748 (RS :-463)	LR-2606	Bastu	Bastu	1 Dec		5,50,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L4	LR-1749 (RS :-463)	LR-2606	Bastu	Bastu	4 Dec		22,00,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L5	LR-1752 (RS :-463)	LR-2531	Bastu	Bastu	2.5 Dec		13,75,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L6	LR-1752 (RS :-463)	LR-2539	Bastu	Bastu	2.5 Dec		13,75,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L7	LR-1753 (RS :-463)	LR-2531	Bastu	Bastu	0.5 Dec		2,75,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,

LR-1753 (RS:-463)	LR-2539	Bastu	Bastu	0.5 Dec		2,75,000/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
TOTAL :				16Dec	0 /-	88,00,000 /-	
Grand Total :				16Dec	0 /-	88,00,000 /-	

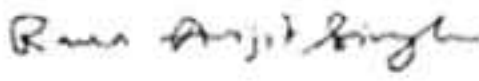
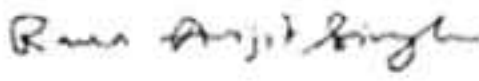
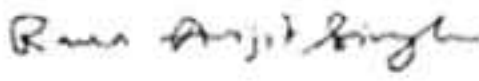
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr VIJAY AGARWAL (Presentant) Son of Mr PRAHALAD RAI AGARWAL Executed by: Self, Date of Execution: 25/03/2026 , Admitted by: Self, Date of Admission: 25/03/2026 ,Place : Office	 25/03/2026	 Captured LTI 25/03/2026	Signature  25/03/2026
16, Punjabi Gali, Benachity, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX4 , PAN No.: ACxxxxxx0C, Aadhaar No: 98xxxxxxxx3560, Status :Individual, Executed by: Self, Date of Execution: 25/03/2026 , Admitted by: Self, Date of Admission: 25/03/2026 ,Place : Office				
2	Name Mr CHANDRA PRAKASH MISHRA Son of Mr ANUP KUMAR MISHRA Executed by: Self, Date of Execution: 25/03/2026 , Admitted by: Self, Date of Admission: 25/03/2026 ,Place : Office	 25/03/2026	 Captured LTI 25/03/2026	Signature  25/03/2026
Flat No-13B, Block-3, Natural Heights, 54 Feet Road, City:- Durgapur, P.O:- Benachity, P.S:- Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-2XX1 , PAN No.: FQxxxxxx6K, Aadhaar No: 56xxxxxxxx4250, Status :Individual, Executed by: Self, Date of Execution: 25/03/2026 , Admitted by: Self, Date of Admission: 25/03/2026 ,Place : Office				

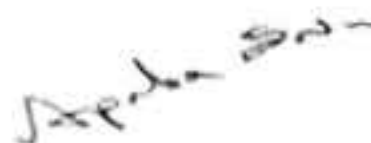
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SAANVI DEVELOPERS Holding No-99/67, RD-53, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213 Date of Incorporation:XX-XX-2XX5 , PAN No.: AFxxxxxx8N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature								
1	<table><thead><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr></thead><tbody><tr><td>Mr RANA AVIJIT SINGH Son of Mr RANA PARMINDAR SINGH Date of Execution - 25/03/2026, , Admitted by: Self, Date of Admission: 25/03/2026, Place of Admission of Execution: Office</td><td> Mar 25 2026 5:06PM</td><td> Captured LTI 25/03/2026</td><td> 25/03/2026</td></tr></tbody></table> 1/6, Netaji Vidyalaya Road, City:- Durgapur, P.O:- Benachity, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713213, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: JNxxxxxx9G, Aadhaar No: 92xxxxxxxx1778 Status : Representative, Representative of : SAANVI DEVELOPERS (as PARTNER)	Name	Photo	Finger Print	Signature	Mr RANA AVIJIT SINGH Son of Mr RANA PARMINDAR SINGH Date of Execution - 25/03/2026, , Admitted by: Self, Date of Admission: 25/03/2026, Place of Admission of Execution: Office	 Mar 25 2026 5:06PM	 Captured LTI 25/03/2026	 25/03/2026
Name	Photo	Finger Print	Signature						
Mr RANA AVIJIT SINGH Son of Mr RANA PARMINDAR SINGH Date of Execution - 25/03/2026, , Admitted by: Self, Date of Admission: 25/03/2026, Place of Admission of Execution: Office	 Mar 25 2026 5:06PM	 Captured LTI 25/03/2026	 25/03/2026						

Identifier Details :

Name	Photo	Finger Print	Signature
Mr APURBA SAIN Son of Mr ARUN KUMAR SAIN Pursha, City:- Durgapur, P.O:- DTPS, P.S:-Durgapur, District:-Paschim Bardhaman, West Bengal, India, PIN:- 713207	 25/03/2026	 Captured 25/03/2026	 25/03/2026
Identifier Of Mr VIJAY AGARWAL, Mr CHANDRA PRAKASH MISHRA, Mr RANA AVIJIT SINGH			

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 2306-2026, Page from 65725 to 65761

being No 230602856 for the year 2026.



[Handwritten signature]

Digitally signed by Amaresh Sah
Date: 2026.04.07 15:43:40 +05:30
Reason: Digital Signing of Deed.

(Amaresh sah) 07/04/2026

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. DURGAPUR
West Bengal.**