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पश्चिमबङ्ग, पश्चिम बंगाल WEST BENGAL

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M.V. 59189
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 07/08/2025

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document

07/08/2025

Add. Dist. Sub Registrar
 Kalyani, Nadia
 07 AUG 2025

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT IS MADE this 7th day of August, 2025

BETWEEN

[Handwritten signature]

Sl. No. 213 Date 07 AUG 2025

Name..... Value 5000

Address Tahamina
0008

*kaatan
naihati*



STAMP VENDER
Sujit Kumar Sen
A.D.S.R. Office
Kalyani, Nadia

198888 M



[Signature]

Addl. Dist. Sub Registrar
Kalyani, Nadia

07 AUG 2025

TAHAMINA KHATUN, PAN DQKPK3104A, Aadhaar no. 4482 6207 6317, wife of Nur Islam, daughter of Sekh Ebrahim, by faith: Islam, by occupation: Business, by Nationality Indian, residing at Village: Shalidaha, P.O.& P.S. Naihati, District: North 24 Parganas, West Bengal, Pin- 743145, hereinafter called the "**LAND OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, administrators, representatives and assigns) of the **FIRST PART**

AND

M/S. R. K. Construction, having PAN ABLFR8449J, having its registered office at B-12/163, Kalyani Township, under P.O & P.S. Kalyani, District: Nadia, Pin 741235, represented by its Partners, namely, **1. Mr. Ansuman Roy**, having PAN **AWKPR0615C**, Aadhaar no. **3775 6681 5198**, Son of Sri Animesh Chandra Roy, aged about 55 years, by faith Hindu, By occupation- Business, residing at Railway Boundary Road, Halisahar, Balighata, P.O. Nabanagar, under Police Station: Halisahar, District: North 24th Parganas, Pin code: 743136, **2. Mrs. Debjani Banerjee**, having PAN **BJFPM9125D**, Aadhaar no. **4893 1512 6642**, wife of Dipankar Banerjee, aged about 46 years, by faith Hindu, By occupation- Business, residing at Jethia Natunpara, P.O. Jethia, under Police Station: Jethia, District: North 24th Parganas, Pin code: 7431365, **AND 3. Mrs. Tahamina Khatun**, having PAN **DQKPK3104A**, Aadhaar no. **4482 6207 6317**, wife of Nur Islam, daughter of Sekh Ebrahim, by faith: Islam, by occupation: Business, by Nationality Indian, residing at Village: Shalidaha, P.O.& P.S. Naihati, District: North 24 Parganas, West Bengal, Pin- 743145, hereinafter called the "**PROMOTER/DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-chair, executors, administrators, legal representatives and assigns) of the **SECOND PART**

WITNESSETH AS FOLLOWS:

WHEREAS the party of the **SECOND PART** is a reputed **PROMOTER/DEVELOPER** having vast experience in developing land and constructing multi-storied buildings and flats in several parts of West Bengal.

AND WHEREAS the party of the **FIRST PART**, being the absolute owner and possessor of the plot of land mentioned and described in the Schedule below, which she has acquired in the manner described in the subsequent paragraphs.

AND WHEREAS a Government built house property with revenue free total 5 (five) Cottahs NIL Chattaks 23(Twenty Three) Square feet of land in the Township of Kalyani, being Plot No. 163 in Sub-Block No. B-12 of Block No. 'B', under P.O & P.S. Kalyani, District: Nadia, is seized and possessed of or otherwise well and sufficiently entitled as absolute owner to the messuage, tenement or dwelling house, land hereditaments and premises, herein after fully set forth and described below, was conveyed by the Governor of the State of West Bengal through the pen of the Estate Manager & Ex-Officio Assistant Secretary to the Government of West Bengal, Metropolitan Development Department (now U.D. Department) in favour of one Smt. Namita Sarkar, Wife of Late Amal Krishna Sarkar, by means of an registered Indenture.

AND WHEREAS the said plot of land was demarcated and measured in the site to be an area of 5 (five) Cottahs NIL Chattaks 23(Twenty-Three) Square feet and possession of the plot with Government built house thereon was delivered by the Government of West Bengal to the said Smt. Namita Sarkar.

AND WHEREAS presently the Party of the **FIRST PART** has acquired right, title, interest in the entire below scheduled plot of land with old dilapidated construction, specifically described in the Schedule below, vide registered deed of sale, being No. 3217 for the year 2025 and recorded her name in the office record of the Kalyani Municipality by issuing one e-mutation

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certificate, having No. KLN/25-26/MU/000389/326649, being holding No. B-12/163 in ward no.11 and she has decided to develop the said property by raising a multi-storied building thereon, but due to scarcity of funds as well as lack of experience she has approached to the party of the SECOND PART for developing the said property, and both the parties have agreed to enter into these presents.

AND WHEREAS the party of the FIRST PART i.e. the Land Owner has demanded a sum of Rs. 5,00,000/- (Rupees Five Lakhs) only from the Party of the SECOND PART, i.e. the Developer towards Security Deposit Money, which will be refunded and/or returned to the Party of the SECOND PART by the Party of the FIRST PART, without interest, from the first sale proceeds of Flat/Unit/Space out of Land Owners' Allocation and the Party of the SECOND PART has agreed to accept the said amount as refundable Security money

AND WHEREAS in pursuance to the understandings arrived at in between the parties herein and to avoid all future complications and hazards the parties have mutually decided to execute one development agreement containing all the settled terms and conditions agreed by and between the parties and as such they entered into these presents.

NOW THIS AGREEMENT FOR DEVELOPMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

ARTICLE- I:DEFINITIONS

Definations of the terminologies articulated in this Agreement are as follows:

OWNERS:- Shall mean the parties of the First Part solely

DEVELOPER:- Shall mean the party of the Second Part.

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FOUNDATION PREMISES:- Shall mean and include ALL THAT piece and parcel of free hold land measuring 5(Five) CottahsNIL Chhattaks 23(Twenty-Three) Square feet with a double storied house building standing thereon, being Plot No. 163, in Sub Block No. B-12 of Block No. 'B' in the Kalyani Town ship, Sub Division Kalyani, under post and police station Kalyani, in the District of Nadia, the building is measuring 1600 square feet, which is butted and bounded by:

On the North: 30 feet wide Road,
On the South: House No. B-12/172,
On the East: House No. B-12/164,

BUILDING:- Shall mean the multi-storied building to be constructed by the Second Party on the said plot of land in accordance with the plan, to be sanctioned by the appropriate authority in the name of the parties of the First Part.

COVERED AREA:- Shall mean constructed space as per sanctioned building plan other than super built up area. Super built up area shall be calculated adding 25% on the covered area.

COMMON FACILITIES & AMENITIES:- Shall mean entrance, staircase, Passage, ways, Water pump, overhead tank, underground reservoir, and other facilities which may be mutually agreed upon between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the building to be constructed.

SALEABLE SPACE:- Shall mean the space in the building available for independent use and occupation for commercial and residential use as per specifications of the sanctioned building Plan after making the provisions for common facilities and space, as required.

OWNERS' ALLOCATION:- Shall mean that the Owner, in terms of the agreement, shall alone get 30% of the total constructed area which includes

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residential flats and commercial spaces as per the Building Plan prepared by the parties and annexed herewith, along with proportionate, undivided, undemarcated and impartible share in the land of the aforesaid plot of land with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the schedule property described herein above in the same proportion.

DEVELOPER'S ALLOCATION:- Shall mean that the Developer, in terms of this agreement, shall get 70% of the total constructed area which includes residential flats and commercial spaces, as per the Building Plan prepared by the Parties and annexed herewith, along with proportionate, undivided, undemarcated and impartible share in the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building proposed to be constructed upon the schedule property described herein above in the same proportion.

ARCHITECT:- Shall mean the person or persons who may be appointed by the Developer for designing and planning of the said building.

BUILDING PLAN:- Shall mean the building plan to be sanctioned by the appropriate authority with such alteration or modifications as may be made by the Developer from time to time with the sanction of the said competent authority.

TRANSFER:- With its grammatical variations shall include transfer by registered instruments and delivery of possession and by any other lawful means adopted or effecting, what is understood and recognized as a transfer under the provision of the Transfer of property Act, of space, Flat, commercial building etc in the proposed building to the intending Purchaser(s) thereof by the party of the SECOND PART in respect of the Developer's share and by the parties of the FIRST PART in respect of the Owners' share.

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TRANSFeree:- Shall mean the person, firm, limited company, association or persons to whom any space or flat or apartment in the building has been transferred.

WORDS IMPARTING:- singular shall include plural & vice-versa and Masculine Gender shall include feminine and neuter gender, likewise words imparting feminine gender shall include masculine & neuter gender.

ARTICLE-II: COMMENCEMENT:-

This agreement shall be deemed to have commenced on and with effect from the 6th day of August, 2025.

ARTICLE: III : OWNERSHIP REPRESENTATIONS:-

The Owner herein declare, undertake and affirm as follows:

That she is alone seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of free hold land measuring 5(Five) CottahsNIL Chhattaks 23(Twenty-Three) Square feet with a double storied house building standing thereon, being Plot No. 163, in Sub Block No. B-12 of Block No. 'B' in the Kalyani Town ship, Sub Division Kalyani, under post and police station Kalyani, in the District of Nadia, the building is measuring 1600 square feet, which is butted and bounded by:

On the North: 30 feet wide Road,

On the South: House No. B-12/172,

On the East: House No. B-12/164,

(hereinafter shall be referred to as the said property) belong to the Party of the FIRST PART by way of her absolute purchases, mentioned above and she has paid Holding Tax to the said Municipality for the said property till this date of Agreement, which is free from all encumbrances, attachments, and liens whatsoever.

1. That the Owner will pay all her respective liabilities, if any, in the foundation premises out of her own fund.

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2. That the Developer has paid a sum of Rs. 5,00,000/- (Rupees Five Lakhs) only, to the Owner towards refundable Security Deposit, on different dates vide 'Memo of Payment of refundable security money', enclosed herewith, to the Owner, which are hereby admitted and acknowledged by the Party of the FIRST PART and the party of the FIRST PART hereby undertake to refund and/or return the said entire amount without interest to the Party of the SECOND PART from the first sale proceeds of Flat/Unit/Space out of Owners' allocation.
3. That there is no legal bar for the Owner to grant consent and permission that may be required in due course of the construction and to enter into this Development Agreement.
4. That the said land is not vested or acquired by any acquisition or requisition proceeding of the Government nor has been noticed for causing acquisition.
5. That the Owner will deliver all papers relating to the said property and liable to pay the out goings, if any, and also undertake to hand over the correct and flawess documents to the Developer.
6. That the Owner hereby undertake to cooperate with the Developer to the fullest extent for sanction of the building plan and execution thereof.

ARTICLE : IV: DEVELOPER'S RIGHT:-

1. The Owner hereby grants, subject to what has been herein after provided, the exclusive right to the Developer to build, construct, erect and complete the said multi-storied buildings comprising of flats/units and shop rooms, commercial spaces of various sizes and designs in order to sell the said flats, units, spaces and shop rooms to the intending purchasers and to enter into agreement for the said sell and/or transfer only in respect of the Developer's allocation and to grant General Power of Attorney in favour of the Developer, to be sanctioned by the Kalyani Municipality, with or without amendment and/or modification made or cause to be made by the Developer.

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2. The Land Owner hereby undertake further to handover to the Developer all the original copies of the Deeds and documents relating to the property i.e. the above referred foundation premises for processing and managing the development project on the said property and to obtain sanction of the building plan etc with the execution of these presents.

ARTICLE – V: DEVELOPER’S REPRESENTATION

The Developer hereby declare, undertake and affirm as follows:

1. That they will prepare and modify and if required, alter the building plan and will submit the same before the appropriate authority in the name of the Land Owner at the cost of the Developer and the Developer shall pay and bear all the expenses required to be paid or deposited, including the taxes subsequent to this present and all other relevant fees, for obtaining the sanction of the plan or the revised or altered plan, as the case may be, from the said authority which will be required for the construction of the buildings at the said premises, provided that the Developer shall be exclusively entitled to all sorts of refunds of any payment and/or deposits paid by the Developer for the same. Be it noted that all arrear taxes and mutation fees shall have to be borne by the Land Owner herein and the Owner hereby undertake to cooperate with the Developer to the fullest extent for sanction of the building plan and execution thereof.

2. That nothing in these presents shall be construed as a demise or assignment or transfer by the Owner of the said premises or any part thereof to the Developer nor will create any right, title or interest in respect of the said premises in favour of the Developer other than an exclusive license to the Developer to sell the flat/units/shop rooms/commercial spaces within the Developer’s allocation in the building, to be constructed at the said premises in the manner and subject to the terms stated herein. Be it mentioned that the Developer is permitted to retain any portion of the construction in his allocation for its own use and occupation.

ARTICLE: VI: APARTMENT CONSIDERATION:-

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In consideration of the Land Owner having agreed to permit the Developer to sell the flats/units/shop rooms within and out of Developer's allocation in the proposed multi-storied building at such consideration to be solely settled by the Developer, (except the flats/units/shop rooms, space allocated within the Owners' allocation) the Developer herein agrees to do, act and perform or cause to be done, acted upon and performed all the following acts, deeds and things:

1. Shall obtain all necessary premissions, sanction of the building plan and/or revised or altered building plan and all approvals, consents for effective implementation of the terms of this Agreement and completion of the building at the cost of the Developer.
2. To pay all necessary cost and expenses under the supervision of the Developer in respect of the construction of the entire multi-storied building, including the Owners' allocation, without having any claim of reimbursement from the Owner and to reimburse the entire cost and expenses of the Developer along with profit of the Developer out of sale proceeds of the flats/units/shop rooms/commercial spaces allocated in Developer's allocation.
3. To bear all costs, charges and expenses for construction of the entire building at the below Scheduled premises and the said cost shall include the cost of subsequent taxes together with that of the altered or revised charges, if any.
4. To allocate and handover the flats, units, shop rooms and commercial space allocated to the share of the Land Owner in respect of the said proposed multi-storied building, to be constructed at the said permises, within 48 months from the date of sanction of the building plan by the Municipal Authority, which period shall be the essence of the present contract, subject to exemption due to any Force majeure consequences.
5. That the Land Owner, in terms of this Agreement, shall get flats, units, shop rooms/commercial space allocated to them as per the building plan or in

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the revised plan, if any, along with proportionate, un-divided, un-demarcated and impartiable share of the land of the said property with right of enjoyment of all the common portions and common facilities to be set in the building, proposed to be constructed upon the schedule property.

6. That the Developer shall complete the construction at its own costs including all the common facilities and amenities needed for the said building. It is specifically agreed that the actual time limit for the entire project shall be 48 months from the date of sanction of the plan by the Municipal Authority, subject to exemptions due to any Force majeure consequences.

7. The Developer shall have no right, title or interest, whatsoever, in the Owners' allocation of the building and undivided proportionate share beneath therein.

8. The Developer shall have no right or claim for any money or for reimbursement of any costs, expenses or charges incurred towards construction of Owners' allocation (unless exceeded the area in excess of their share) and in respect of the undivided proportionate share in common facilities and amenities.

ARTICLE : VII : DEVELOPER'S ALLOCATION:-

In consideration of the aforesaid stipulation the Developer shall be entitled to Developer's allocation to the entire proposed multi-storied building, save and except Owners' allocation, together with the proportionate, undivided, un-demarcated and impartiable share in the land of the aforesaid property together with proportionate undivided share in the common facilities and amenities including other rights to use thereof which will be available at the said premises upon construction of the building, except Owners' allocation and the Developer shall be entitled to enter into agreement for sale and transfer any Flat or building or Shop Room or commercial space or Car Parking etc out of its allocation with any intended purchaser/transferee and to

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receive and collect all money in respect thereof, which shall absolutely belong to the Developer and all such acts of entering into agreement for sale and transfer out of its share and allocation as well as collection of booking money or final consideration money shall commence after execution of this present and on subsequent execution of General Power of Attorney, to be executed by the Land Owner, which would give those special rights to the Developer to effectually and smoothly perform all acts, deeds, things as per these present.

ARTICLE: IX: CONSTRUCTION:-

That the Developer shall be solely and exclusively responsible for construction and for completion of the project by constructing the proposed multi-storied building as per the present Development Agreement.

ARTICLE: X: SPACE ALLOCATION:

1. After completion of the building the Land Owner shall be entitled to get her allocation as detailed in the Owners' allocation paragraph, she will also obtain physical possession of the OWNERS' ALLOCATION as stated above and the remaining constructed area within the building shall belong to the DEVELOPER and with regard to the common portions and areas the parties shall have joint and equal rights as per her share.

2. The Land Owner shall be entitled to transfer or otherwise deal with the Owners' allocation in the said building without any claim whatsoever of the Developer.

3. The Developer shall be exclusively entitled to the Developer's allocation in the building with exclusive right to obtain transfer from the owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein, whatsoever, of the land Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.

ARTICLE: XI: BUILDING:-

1. The Developer shall, at its cost, complete the building and common facilities and amenities at the below Scheduled Premises in accordance with

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the plan to be sanctioned, with good and standard materials as may be specified by the architect from time to time. Such construction of the building shall be complete in its entirety by the Developer within 48 months from sanction of the building plan by the concerned Municipal Authority, subject to exemption due to any Force majeure consequences.

2. The Developer shall erect the said entire building at its cost as per specification and drawings provided by the architect together with that of water connections, storage of water on the over head tank, deep tube well, electric connection and also the temporary electric connection till permanent electric connections are obtained from the WBSEDCL, together with that of the facilities as are required to be setup in the residential building for self-contained flats/ units and apartments and shop rooms/commercial space within the said property, which will be dealt with by the parties on ownership basis as per her allocated portions.

3. The Developer is hereby empowered to do or cause to be done all the acts relating to the said proposed construction.

4. The Developer shall at its own costs and expenses and without creating any financial or other liabilities on the Owners, construct and complete the building and various units and / or apartments in accordance with the building plan and amendment thereto or modification thereof, made or caused to be made by the Developer.

5. All costs charges and expenses including architect's fees, Advocate's fees shall be paid, discharged and borne by the Developer and the Land Owner shall have no liability in this connection.

6. The Developer shall provide, at its own cost, electrical wiring, water courses, pipelines, septic tank, sewerage line along with its connection in the entire building and to all the flats and units including the Owners' allocated portions.

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ARTICLE: XII: COMMON FACILITIES AND PAYMENT OF TAXES:-

1. The Developer shall pay and bear the taxes and other dues in respect of the entire property on and from the date of taking possession of the same and the Developer undertakes to pay and bear the same till the Owners' allocation is delivered in the new construction, which shall include the aberrance of the tax also during the period of construction.

2. As soon as the building is complete and the Owners' share is delivered within the said building together with all sorts of right in respect of common portions and common facilities, the Owner there from shall be responsible to pay the proportionate taxes only in respect of her allocated portions, till the same is separately assessed and separate tax is levied upon them in respect of their allotted portions, the expenses towards payment of Taxes will be shared by the parties as per her share of allocation.

3. That the Developer will also be liable to pay its share of taxes and share of other charges till its portions are sold out unto and in favour of different purchasers/transferees subsequent to giving delivery of possession of sold units out of the allocated portion of the Developer and after such Sale and/or transfer, the respective purchasers/transferees shall be liable to bear the proportionate taxes and charges of their acquired properties.

4. The Owner and the Developer shall punctually and regularly pay the taxes and other applicable charges to the concerned authority for their respective allocation or otherwise, as may be mutually agreed upon between them and both the parties shall keep each other indemnified against all claims, actions, demand, cost, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or paid by either of them, as the casemay be, consequent upon a default by the Owner or by the Developer in this behalf.

5. As and from the date of notice of taking delivery of possession the Owners and the Developer shall also be responsible to pay and to bear

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proportionate share of the service charges of the common facilities in the said building in respect of Owners' allocation and Developer's allocation respectively and the said allocation shall include proportionate share of insurance premium for the building including its water lines, scavenging charges, maintenance, repair, renovation, replacement of common installation including pipes, wiring, pump, motor, septic tank and other electrical and mechanical installations and equipments, stairways, landing, corridors, passage ways and such other and further common facilities whatsoever which shall be set and used by all in common with all the others.

6. The parties will enjoy the common facilities of the Project and will pay the maintenance charges, including electricity, cleaning, repairing etc of the said common portion of the building and vacant land and garden and lift facilities in proportion of their respective shares in the Project.

ARTICLE : LEGAL PROCEEDING AND LOCAL ISSUES, IF ANY:-

1. It is hereby expressly agreed by and between the parties here to that it shall be the responsibility of the Developer, as agent and constituted attorney of the Owner, to defend all the actions, suits and proceeding which may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose shall be borne and paid by the Developer which will be appropriated from Owners' account and to that effect if the Developer needs authority, the Owner will provide the same and will execute the applications and other documents which shall be required to be placed by the Owner. The Owner herein thus hereby undertake to do all such acts, deeds, matters and other things those may be reasonably required to be done in the matter stated above and the Owner shall execute all such other and further additional papers including Power of Attorney and/ or authorizations as may be required by the Developer for the purpose and the Owner further undertake to sign the documents and deeds and things provided that all such acts, deeds and things shall not in any way infringe the right of the parties and will not go against the spirit of this Agreement.

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2. If any local issues arise relating to implementation of the Project and its day to day work, the Owner and the Developer will handle the same jointly and any expenses incurred for the purpose will be shared by the Parties equally.

3. Any notice required to be given by the Developer shall, without prejudice to any other mode of service available, be deemed to have been served to the Owner if delivered by hand or by registered post with acknowledgement.

4. Both the Developer and the Owner agreed that after the completion of the building they will frame a scheme for management and administration of the said building and /or common portions including the common facilities and both the parties herto declare and accept the proposition that all the rule and regulations on account of such management shall be maintained by them and for the same, if needed, they shall form one Association and/or Society in accordance with law.

5. Nothing in this Agreement shall be construed as a demise or assignment or conveyance in law by the Owner of the below scheduled property or any part thereof to the Developer or as creating any right, title or interest in respect of the property unto the Developer other than an exclusive license to the Developer to commercially exploit the same in terms hereof provided however, that the Developer shall be at liberty to accept loans and to borrow sums from Banks or other financial institutions for causing such development, it is being expressly agreed and understood that in no event the Owner or any of their estate shall be responsible and/or made liable for payment of any dues to the said Banks/financial institution and for that the Developer herein undertakes to keep the Owner indemnified against all actions, suits, proceedings, costs, expenses, charges of whatsoever nature together with that to keep the Owner free from all liabilities and responsibilities against all third party claims and demands.

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6. That the Owner herein declare that prior to this she did never entered into any agreement for sale or any development agreement with any person or organisation and the below Scheduled property is free from all encumbrances of whatsoever nature and the Owner has full right and absolute authority to enter into this Agreement.

7. That the Owner undertake and agree to execute and register one Power of Attorney unto the Developer which will enable the Developer to register the documents unto the intending purchasers in respect of Developer's allocated share of the building without any interruption thereby.

8. That with the execution of these presents the Owner do hereby hand over all the original documents relating to their below Scheduled property unto the Developer and it has been agreed that the said original documents shall be retained by the Developer till the entire construction is completed.

9. The Developer shall have all the rights to execute agreements for sale of any flat, shop, units, commercial spaces within Developer's allocated share with any intending purchaser/or purchasers and to receive the earnest money and/or full consideration amount discharging money receipt unto and in favour of the purchaser or purchasers there to, after the Genarel Power of Attorney is executed by the Owner in favour of the Developer.

10. That during the process of work, the Owner shall not interfere to the work to be carried out therein, but the Owner shall have the right of access to the work site.

11. Save and except the specification written hereunder, if any extra work is executed at the written direction of the Owner in that case Owner shall be liable to pay cost for the said extra work only.

ARTICLE:- XIV:- ARBITRATION:-

That all the differences and disputes arising out of the present Agreement relating to the said construction of the building at the below scheduled property and the meaning thereof together with the purposes thereof,

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including the respective liabilities of the parties along with all other matters in which differences may arise, shall be referred for arbitration to avoid litigation according to the provisions of the Arbitration and Conciliation Act, 1996 and in that case the appointment of the Arbitrator from either side shall be made as per the provision of the Arbitration and conciliation Act 1996 (as amended).

ARTICLE: XV: JURISDICTION:-

That the jurisdiction of the parties hereto shall be within the bounds of ordinary jurisdiction of Kalyani Sub-Divisional Courts and Nadia District Courts, as the case may be, including that of the Hon'ble High Court at Calcutta.

FORCE MAJURE:-

The Agreement shall cease to be operative only upon happenings beyond the control of human being, such as fire, Flood, Tempest, Earth quake, riot, Terrorist activities, Lockdown etc.

DESCRIPTION OF THE STRUCTURE, FIXTURES AND FITTINGS

Genareal

1.	REINFORCEMENT (ROD)	8 mm. in Slabs and 16 mm. in Pillars & Beams.
2.	Cement	ISI mark
3.	Bricks	Red Bricks/ACE Block
4.	Flooring with fittings	Vitrifide 2x2 stain free tiles, kitchen- Anti sked Floor Tiles, Kitchen Slab- Black Stone Platform with 2 feet height glazed tiles with steel sink. Bathroom- 1. Anti-skeed Floor tiles 2. Wall tiles upto Linton height. 3. Hindwar/Simoco/Hindusthan WC/Commode 4. ISI Mark or D'Sons Fittings

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		5. One wash basin in dining space
5.	Windows	Aluminium sliding window
6.	Doors	Flash Doors with Sal wood frame.
7.	Electrical fittings	i) ISI marked wire, Phinox/Policab or equivalent ii) Modular Switches iii) One A.C. Point in Master Bed Room iv) Points for T.V., Fridge, Geyser, Mixer Grinder, Light, Fan, Inverter, Computer, Washing Machine
8.	Wall	Putty finish
9.	Balcony	M.S. Railing upto 2'6'' height
10.	Lift	Available (4 passenger capacity)
11.	Water	Pumping arrangement will be provided from underground reservoir to overhead tank.
12.	3 Phase Electrical Common Meter	Will be borne by the Developer proportionately with the Owners.

SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

ALL THAT piece and parcel of free hold land measuring 5(Five) Cottahs NIL Chhattaks 23(Twenty-Three) Square feet with a double storied house building standing thereon, being Plot No. 163, in Sub Block No. B-12 of Block No. 'B' in the Kalyani Town ship, Sub Division Kalyani, under post and police station Kalyani, in the District of Nadia, the building is measuring 1600 square feet, which is butted and bounded by:

On the North: 30 feet wide Road,
On the South: House No. B-12/172,
On the East: House No. B-12/164,
On the West: House No. B-12/162,

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, months and year first above written.

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MEMO OF CONSIDERATION

Payment of Refundable Security Deposite of Rs. 5,00,000/- (Rupees Five lakhs) Only, paidby the Developer to the Land Owner by way of bank transfer, which is hereby acknowledge by the LandOwner and will be refunded after completion of the building and handover the Owners' Allocation.

SIGNED AND DELIVERED BY THE LAND OWNER

Tahamina Khatun
.....

(TAHAMINA KHATUN)

IN PRESENCE OF THE WITNESSES

1. Manish Kr. Biswas, P.O + vill - Jekia, Halisahar, 24 PG5 (M)
2. Num Jslar, vill. shibdespur p.o. shubidaha 24 (pg 5) (M)

SIGNED AND DELIVERED BY THE PARTNERS OF DEVELOPER FIRM

R. K. CONSTRUCTION
Anurag Roy
Partner

R. K. CONSTRUCTION
Debjani Banerjee
Partner

R. K. CONSTRUCTION
Tahamina Khatun
Partner

(R.K. CONSTRUCTION, being represented
By its Partners.

IN PRESENCE OF THE WITNESSES

1. Manish Kr. Biswas, P.O + vill - Jekia, Halisahar, 24 PG5 (M)
2. Num Jslar, vill. shibdespur p.o. shubidaha. 24 (pg 5) (M)

Drafted, prepared and printed by:












Kabita Debnath

KABITA DEBNATH, ADVOCATE

KABITA DEBNATH
ADVOCATE

Kalyani Court, Kalyani, Nadia
EN. No. 619/228 of 2002












SPECIMEN FROM FOR TEN FINGERPRINTS

						 <i>Tahamina Khatun</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						












Above given finger impression of me and attested by me *Tahamina Khatun*

Left Hand						 <i>Arsun Roy</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						

Above given finger impression of me and attested by me *Arsun Roy*

Left Hand						 <i>Debjani Banerjee</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						

Above given finger impression of me and attested by me *Debjani Banerjee*

Left Hand						 <i>Tahamina Khatun</i>
	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb	
Right Hand						

Above given finger impression of me and attested by me *Tahamina Khatun*

Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192025260200634918

GRN Details

GRN:	192025260200634918	Payment Mode:	SBI Epay
GRN Date:	07/08/2025 13:07:53	Bank/Gateway:	SBlePay Payment Gateway
BRN :	8458536715329	BRN Date:	07/08/2025 13:08:03
Gateway Ref ID:	CHU2651711	Method:	State Bank of India NB
GRIPS Payment ID:	070820252020063489	Payment Init. Date:	07/08/2025 13:07:53
Payment Status:	Successful	Payment Ref. No:	2002248353/1/2025

[Query No*/Query Year]

Depositor Details

Depositor's Name:	Mrs TAHAMINA KHATUN
Address:	NAIHATI
Mobile:	7501685399
Period From (dd/mm/yyyy):	07/08/2025
Period To (dd/mm/yyyy):	07/08/2025
Payment Ref ID:	2002248353/1/2025
Dept Ref ID/DRN:	2002248353/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002248353/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	2021
2	2002248353/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	5600
			Total	7621

IN WORDS: SEVEN THOUSAND SIX HUNDRED TWENTY ONE ONLY.

PAID



Major Information of the Deed

Deed No :	I-1303-03819/2025	Date of Registration	07/08/2025
Query No / Year	1303-2002248353/2025	Office where deed is registered	
Query Date	05/08/2025 5:19:55 PM	A.D.S.R. KALYANI, District: Nadia	
Applicant Name, Address & Other Details	K K GHOSH Kalyani, Thana : Kalyani, District : Nadia, WEST BENGAL, PIN - 741235, Mobile No. : 7501685399, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 59,80,351/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,600/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :




District: Nadia, P.S:- Kalyani, Municipality: KALYANI, Road: Block-B12(R) Arterial Road, Mouza: Block-B12(R), JI No: 0, Pin Code : 741235

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-163		Bari	Bari	5 Katha 23 Sq Ft	4,00,000/-	47,80,351/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					8.3027Dec	4,00,000 /-	47,80,351 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1600 Sq Ft.	1,00,000/-	12,00,000/-	Structure Type: Structure, Status of Completion : Completed
<p>Gr. Floor, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 800 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		1600 sq ft	1,00,000 /-	12,00,000 /-	




and Lord Details :



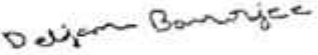



SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	TAHAMINA KHATUN (Presentant) Wife of NUR ISLAM Executed by: Self, Date of Execution: 07/08/2025 , Admitted by: Self, Date of Admission: 07/08/2025 ,Place : Office		 Captured	
	07/08/2025		LTI 07/08/2025	07/08/2025
SHALIDAHA, City:- Not Specified, P.O:- NAIHATI, P.S:-Naihati, District:-North 24-Parganas, West Bengal, India, PIN:- 743145 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: DQxxxxxx4A, Aadhaar No: 44xxxxxxxx6317, Status :Individual, Executed by: Self, Date of Execution: 07/08/2025 , Admitted by: Self, Date of Admission: 07/08/2025 ,Place : Office				

Developer Details :




SI No	Name,Address,Photo,Finger print and Signature			
1	R K CONSTRUCTION B-12/163 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Date of Incorporation:XX-XX-2XX5 , PAN No.:: ABxxxxxx9J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	ANSUMAN ROY Son of Mr ANIMESH CHANDRA ROY Date of Execution - 07/08/2025, , Admitted by: Self, Date of Admission: 07/08/2025, Place of Admission of Execution: Office		 Captured	
	Aug 7 2025 1:55PM		LTI 07/08/2025	07/08/2025
RAILWAY BOUNDARY ROAD, HALISAHAR, City:- Not Specified, P.O:- NABANAGAR, P.S:-Bijpur, District:-North 24-Parganas, West Bengal, India, PIN:- 743136, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX0 , PAN No.:: AWxxxxxx5C, Aadhaar No: 37xxxxxxxx5198 Status : Representative, Representative of : R K CONSTRUCTION (as DEVELOPER)				

Name	Photo	Finger Print	Signature
DEBJANI BANERJEE Wife of DIPANKAR BANERJEE Date of Execution - 07/08/2025, , Admitted by: Self, Date of Admission: 07/08/2025, Place of Admission of Execution: Office		 Captured	 07/08/2025
JETHIA NATUNPARA, City:- Not Specified, P.O:- JETHIA, P.S:-Naihati, District:-North 24-Parganas, West Bengal, India, PIN:- 743165, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.:: BJxxxxxx5D, Aadhaar No: 48xxxxxxxx6642 Status : Representative, Representative of : R K CONSTRUCTION (as DEVELOPER)			
Name	Photo	Finger Print	Signature
TAHAMINA KHATUN Wife of NUR ISLAM Date of Execution - 07/08/2025, , Admitted by: Self, Date of Admission: 07/08/2025, Place of Admission of Execution: Office		 Captured	 07/08/2025
SHALIDAHA, City:- Not Specified, P.O:- NAIHATI, P.S:-Naihati, District:-North 24-Parganas, West Bengal, India, PIN:- 743145, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.:: DQxxxxxx4A, Aadhaar No: 44xxxxxxxx6317 Status : Representative, Representative of : R K CONSTRUCTION (as DEVELOPER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs KABITA DEBNATH Wife of Mr JAYANTA MAJUMDER KALYANI COURT, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235		 Captured	 07/08/2025
Identifier Of TAHAMINA KHATUN, ANSUMAN ROY, DEBJANI BANERJEE, TAHAMINA KHATUN			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	TAHAMINA KHATUN	R K CONSTRUCTION-8.30271 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	TAHAMINA KHATUN	R K CONSTRUCTION-1600.00000000 Sq Ft

Endorsement For Deed Number : I - 130303819 / 2025

On 07-08-2025

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 13:50 hrs on 07-08-2025, at the Office of the A.D.S.R. KALYANI by TAHAMINA KHATUN ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 59,80,351/-

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

Execution is admitted on 07/08/2025 by TAHAMINA KHATUN, Wife of NUR ISLAM, SHALIDAHA, P.O: NAIHATI, Thana: Naihati, , North 24-Parganas, WEST BENGAL, India, PIN - 743145, by caste Muslim, by Profession Business
Indetified by Mrs KABITA DEBNATH, , , Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-08-2025 by ANSUMAN ROY, DEVELOPER, R K CONSTRUCTION, B-12/163 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Indetified by Mrs KABITA DEBNATH, , , Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Execution is admitted on 07-08-2025 by DEBJANI BANERJEE, DEVELOPER, R K CONSTRUCTION, B-12/163 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Indetified by Mrs KABITA DEBNATH, , , Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Execution is admitted on 07-08-2025 by TAHAMINA KHATUN, DEVELOPER, R K CONSTRUCTION, B-12/163 KALYANI, City:- Not Specified, P.O:- KALYANI, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235

Indetified by Mrs KABITA DEBNATH, , , Mr JAYANTA MAJUMDER, KALYANI COURT, P.O: KALYANI, Thana: Kalyani, , Nadia, WEST BENGAL, India, PIN - 741235, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,600.00/- (B = Rs 5,000.00/- ,E = Rs 600.00/-) and Registration Fees paid by , by Cash Rs 0.00/-, by online = Rs 5,600/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/08/2025 1:08PM with Govt. Ref. No: 192025260200634918 on 07-08-2025, Amount Rs: 5,600/-, Bank: SBI EPay (SBIEPay), Ref. No. 8458536715329 on 07-08-2025, 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 , by Stamp Rs 5,000.00/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 213, Amount: Rs.5,000.00/-, Date of Purchase: 07/08/2025, Vendor name: S K Sen

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/08/2025 1:08PM with Govt. Ref. No: 192025260200634918 on 07-08-2025, Amount Rs: 2,021/-, Bank: SBI EPay (SBlePay), Ref. No. 8458536715329 on 07-08-2025, Head of Account 0030-02-103-003-02



Abhijit Chatterjee

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. KALYANI**

Nadia, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1303-2025, Page from 65979 to 66007
being No 130303819 for the year 2025.



1

Digitally signed by Abhijit chatterjee
Date: 2025.08.08 15:36:42 +05:30
Reason: Digital Signing of Deed.

(Abhijit Chatterjee) 08/08/2025

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