0 5838/2025 I-5556/2025

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

पश्चिमबंगा पश्चिम बंगाल WEST BENGAL AU 964905

23/06/2025

Q- 200170494/2025

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

District Sub-Registrar-IV
Registrar U/S 7 (2) of
Registration 1908
Alipore, South 24 Parganas

23 JUN 2025

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this 23rd day of June, Two Thousand and Twenty-Five (2025)

BETWEEN

No. 2089 (09/) Dt. 21/6/2025

Name P. K. Berg (Adv)

Address Alipore Judges Court, 1001-27

Vendor Sign. Shekhar Ch. Halder

S. C. Halder.
Licensed Stamp Vendor
Alipore Judges Court
Kolkata-700027

(Seal), Office of the Sub-Registrar

Registrar U/S 7 (2) of Registration 1908

South 24 Parganas

23 JUN 2025

LIVING SPACE (PAN: JGVPS8146D) a proprietorship business having address at 1/9A Dover Lane, Post Office and Police Station Gariahat, Kolkata-700029 represented by its proprietor namely **MR. ANIKET SINGH (PAN: JGVPS8146D & AADHAAR NO- 4718 9943 6172)** son of Mr. Sanjay Singh by faith Hindu, by occupation Business, by Nationality Indian, having address at 549 Block-N New Alipore, Post Office and Police Station-New Alipore, Kolkata-700053, hereinafter called and referred to as the "**LAND OWNER / LANDLORD**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor in office, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

NEW BENGAL BUILDERS (PAN: AAYFN2957K), a Partnership Firm having its office at 37, Topsia Road, Kolkata-700039, represented by its partners:

- **Mr. GULZAR ALAM (PAN: AOBPA8809C & AADHAAR NO- 7585 4200 1200)** son of Mehdi Ali Hassan, by Occupation: Business, by Faith: Islam by Nationality: Indian, residing at Chappan Talab, 37 Topsia Toad, P. S: Tiljala, Kolkata-700039 West Bengal, India.

- **Mr. MD FAISAL LARI (PAN: AMIPL9066H & AADHAAR NO- 464640650695)** son of late. Wajihullah Lari, by Occupation: Business, by Faith: Islam by Nationality: Indian, residing at 22/1/h/9/2, Bright Street, Kolkata 700017, West Bengal, India, hereinafter collectively referred to as the **"DEVELOPER/BUILDER"** (which term shall, unless repugnant to the context or meaning thereof, mean and include their

respective legal heirs, executors, administrators, successors, and assigns) of the **SECOND PART**.

THE HISTORY OF THE TITLE IS GIVEN BELOW:

WHEREAS the schedule mentioned property along with other land belonged to the recorded owner Nani Gopal Sardar and on 2nd day of March, 1964 he sold and transferred the same in favour of Sayaram Basu by virtue of a Deed of Conveyance which was duly registered in the office of the A.D.S.R. Baruipore and recorded in Book No.I, Volume no. 37, pages 1 to 3, being no. 1467 for the year 1964 and by virtue of that Deed said Sayaram Basu became the owner of 35.50 decimals of land.

AND WHEREAS a part of the schedule mentioned property was recorded by Hiralal Sardar in R.S. Khatian No. 1501 and he was the recorded owner and possessor of that land.

AND WHEREAS that Hiralal Sardar by virtue of a deed of sale registered before A.D.S.R. Baruipore on 14.08.1964 sold and transferred 78.50 decimals of land in favour of said Sayaram Basu. That deed of sale was recorded in that registry office in Book No. I, Volume no. 101, pages 226 to 228, being no. 7982 for the year 1964.

AND WHEREAS by a Deed of Conveyance which was duly registered before D.S.R. at Alipore on 20.11.1978, the said Sayaram Basu sold and transferred 4 Cottahs 14 Cottahs 07 sq. ft. of land in favour of Upen Sardar. That deed was recorded in that registry office in Book No.1, Volume No. 199, pages 268 to 270, being no. 6690 for the year 1978 and

by virtue of that deed said Upen Sardar became the sole and absolute owner of the said land mentioned hereunder in Schedule. By physical measurement the land measured about 4 Cottahs 10 Chittacks 25 sq. ft.

AND WHEREAS the said Upen Sardar entered into an agreement with one Roup Sanfui for filling of the scheduled land and to solve other related work and to settle the local dispute including Municipal problems of the said land and accordingly an agreement was executed between them by which it was decided that said person will take Rs.91,00,000/- out of total consideration and the rest of the amount will be taken by the then vendor (Upen Sardar) if the property is sold to some other person.

AND WHEREAS the said Upen Sardar by virtue of a Deed of Conveyance before D.S.R. V at Alipore on 2/06/2023 sold and transferred the land measuring about 4 Cottahs 10 Chittacks 25 sq. ft. to the First party/ Living Space, represented by its proprietor Mr. Aniket Singh with Roup Sanfui acting as the confirming party, for a total consideration of Rs.92,00,000/- (Rupees Ninety Two Lakh) only, out of which Rs.1,00,000/- (Rupees One Lakh) only was paid to Upen Sardar and Rs.91,00,000/- (Rupees Ninety One Lakh) paid to the confirming party (Roup Sanfui). That deed was recorded in that registry office in Book No I, Volume No. 1630 pages 48996 to 49024 being no. 1713 for the year 2023.

AND WHEREAS the First Party mutated its name at the B.L.L.R.O and obtained new L.R Khatian No- 4380 on the

15th day of September 2023. Further, on 17th Sept, 2023 the First Party applied for conversion of the nature of land from Bagan to Bastu and on 19 December 2023 obtained the conversion certificate from the B.L.L.R.O vide case number – CN/2023/1615/7227. The first party also applied for the mutation at the Rajpur Sonarpur Municipality vide application number – RJSP/23-24/MU/005522 dated Sept 20, 2023 and obtained the mutation certificate from the Rajpur Sonarpur Municipality on the 27 Sept, 2023 vide certificate number – RJSP/23-24/MU/005522/ 123856.

Hence the First Party hereby becomes the absolute and sole recorded Owner in respect of the Scheduled Property.

WHEREAS the First Party/Landowner, being desirous of developing the said property, approached the Developer with a proposal for development of the scheduled land on joint venture basis, which the Developer has duly accepted, and in pursuance thereof, this Agreement is being executed.

AND WHEREAS the Landowner represents and assures the Developer that he is the absolute and lawful owner of the said property, having a clear, marketable, and undisputed title thereto, free from all encumbrances, claims, liens, or litigations. The Owner further affirms that he has the full authority, capacity, and right to enter into this Agreement and to perform all obligations contemplated herein.

Relying upon the aforesaid representations and warranties, and upon being satisfied and to be true and correct, and acting in good faith thereon, the Developer has agreed to enter into this Agreement and to invest time, resources, and amounts as set forth herein.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

I. **DEFINITION**: Unless there is anything repugnant to the subject or context:

(a) LANDOWNER: Shall mean **LIVING SPACE (PAN: JGVPS8146D)** a proprietorship business having address at 1/9A Dover Lane, Post Office and Police Station Gariahat, Kolkata-700029 represented by its proprietor namely **MR. ANIKET SINGH (PAN: JGVPS8146D & AADHAAR NO- 4718 9943 6172)** son of Mr. Sanjay Singh by faith Hindu, by occupation Business, by Nationality Indian, having address at 549 Block-N New Alipore, Post Office and Police Station-New Alipore, Kolkata-700053, **hereinafter referred to as the "LANDOWNER" (which expression shall, unless repugnant to the context or meaning thereof, mean and include his/her legal heirs, representatives, executors, administrators, successors, and assigns)**).

(b) DEVELOPER: Shall mean M/s. **NEW BENGAL BUILDERS (PAN: AAYFN2957K)**, a Partnership Firm having its office address at , represented by its Partners **Mr. GULZAR ALAM (PAN: AOBPA8809C & AADHAAR NO-7585 4200 1200)** son of Mehdi Ali Hassan, by Occupation: Business, by Faith: Islam by Nationality: Indian, residing at Chappan Talab, 37 Topsia Toad, P. S: Tiljala, Kolkata-700039 West Bengal, India.

Mr. MD FAISAL LARI (PAN: AMIPL9066H & AADHAAR NO-464640650695) son of late. Wajihullah Lari, by Occupation: Business, by Faith: Islam by Nationality: Indian, residing at

22/1/h/9/2, Bright Street, Kolkata 700017, West Bengal, India, hereinafter referred to as the **"DEVELOPER/BUILDER"** (which term or expression shall, unless repugnant to the context, be deemed to mean and include their heirs, successors, executors, administrators, legal representatives, and assigns).

(c) TITLE DEEDS: Shall mean the entire document referred to in the History of the title.

(d) PREMISES: Shall mean ALL THAT piece and parcel of bastu land measuring about 4 Cottahs 10 Chittacks 25 sq. ft. along with 200 Sq.ft. Tin Shed structure with cemented flooring lying and situated at District - South 24 Parganas, Pargana - Medanmolla, Mouza - Barhans Fartabad, J.L. No. 47, R.S. Khatian No. 1501, R.S. Dag No. 3290, L.R. Khatian No. 715 and 1885, L.R. Dag No. 3290, P.S. Sonarpur, presently Narendrapur, A.D.S.R. Garia, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 28, Road Name -Balia Model Town Road, Pin 700 150,

(e) BUILDING: Shall mean the building to be constructed on the said premises in accordance with the building sanction plan which is to be obtained from the Competent Authority/K.M.D. A/Rajpur Sonarpur Municipality/ for multipurpose/residential use.

(f) COMMON FACILITIES AND AMENITIES: Shall include entrance, lobbies, landing staircases, corridors, hallways, passageways, open spaces, driveways, lavatories, pump room, tube-well, underground reservoir, overhead tank, water pump and motor, and boundary walls.

(g) SALEABLE SPACE: Shall mean the space in the building available for independent use and occupation after making due provisions for common facilities.

(h) LANDOWNER'S ALLOCATION: Shall mean the area constructed in the building to be allocated to the Landowner, including proportionate share in the common facilities and amenities, as set out in the Second Schedule.

(i)DEVELOPER'S ALLOCATION: Shall mean the area constructed in the building to be allocated to the Developer, including proportionate share in the common area, facilities and amenities, as set out in the Third Schedule.

(j) DEVELOPMENT RIGHTS shall include (but not be limited to), inter alia, the right, power, entitlement, authority, sanction, and permission to:-

(i) enter upon and take possession of the said land in accordance with this agreement for the purpose of development and construction of the project/ Complex and to remain in such possession until the completion of the project/ Complex.

(ii) to demolish any existing structures on the project land.

(iii) to put up a signboard at the Project site with brief description of the impending Project to be developed with the Developer's name "NEW BENGAL BUILDERS" or "NBB".

(iv) appoint, employ or engage architect, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the planning, design, development and construction of the project/Complex;

(v) to carry out planning, design, all the infrastructure and related work/constructions for the project/ Complex, including leveling,

water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical sub-stations, landscaping and all other common areas and facilities for the total built up area to be constructed on the project/ said land as may be required by any approvals, layout plan, or order of any governmental authority; and to set up site offices, marketing offices and construct model sample homes / apartments / units;

(vi) to launch the project for booking and in conformity with the applicable laws, receive advances on sale of units in the project from the intending purchasers and to exercise full, exclusive marketing, leasing, licensing and sale rights in respect of the Apartment Units and related undivided interests in the project land; and execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the development rights and in connection with all the marketing, leasing, licensing or sale of the Apartment units.;

(viii) manage the entire project land and the common areas constructed upon the entire project land till the completion of the project/ complex and transfer/ assign such right of maintenance upon formation of the association/apex body.

(ix) apply for and obtain any approvals in the name of owners or wherever required under the applicable laws in the name of the developer, including any temporary connections of water, electricity, drainage and sewerage.

(k) ENCUMBRANCE means any mortgage, lien, charge, non-disposal or other restrictive covenant or undertaking, right of pre-emption, easement, attachment or process of court, burdensome covenant or

condition and/or any other arrangement which has the effect of constituting a charge or security interest or other third-party interest or negative lien which could affect the construction and development and/or ownership of the Project:

(l) THE ARCHITECT: Shall mean the person/persons appointed by either the Developer or the Owner for designing and planning the building.

(m) DEVELOPER'S ADVOCATE: Shall mean the advocate or law firm appointed or nominated by the Developer for supervision of legal affairs concerning the premises.

(n) BUILDING PLAN: Shall mean the plan prepared by the Architect and sanctioned by N.K.D.A. and/or other competent authorities.

(o) MARKETING: Marketing of the Project means all activities relating to selling or marketing of the saleable property comprised in the Project and shall include (a) Booking of the Units and Parkings comprised in the Project Complex with the Customers; (b) Entering into formal agreements for sale with the Customers: (c) Execution of the sale deeds of the Units and Parkings in favour of the Customers; (d) Receipt of all booking amounts, advances, purchase consideration and all other amounts from the Customers; (e) Advertisement of the Project /Project Complex; (f) Appointment of the brokers and selling agents: (g) Any other activity relating to sale or marketing of the Project Complex.

(p) FAR: Shall mean and include Floor Area Ratio as per the Building Rules of the Rajpur Sonarpur Municipality for the said premises.

(q) COVERED AREA: Shall mean the area of the flat, including the thickness of the walls and the proportionate share of the staircase, lift and landing.

(r) SUPER BUILT-UP AREA: Shall mean and include the covered area plus proportionate common areas, common spaces, stairs, and staircases, open spaces, lobbies, and other areas of common enjoyment in the said project or proposed building added as rational basis proportionately

(s) ROOF: Shall mean the ultimate roof or open terrace to be held in common use by all flat owners.

(t) TRANSFER: Shall include possession under agreement or part-performance as per the Transfer of Property Act, 1882.

(u) TRANSFEREE: Shall mean any person or entity to whom space in the building is transferred for residential or commercial use.

(u) GENERAL INTERPRETATION: Words importing the singular shall include the plural and vice versa.

II. <u>THE OWNERS DECLARE AS FOLLOWS</u>:

(a) The Owner shall, at his own cost and expense, make out a clear and marketable title to the said property, free from all encumbrances, liens, claims, court cases, or mortgages, and shall hand over vacant and peaceful possession of the said premises to the Developer on or before the execution and registration of the Development Agreement for the purpose of development. In the event it is discovered at any time, whether before or after the execution of the Development Agreement,

that the title of the Owners is defective, or if the said property is subject to any existing or pending court proceedings, mortgages, encumbrances, or any third-party claims that adversely affect the Developer's rights or the project, the Owners shall be solely and fully liable to bear and reimburse all costs, expenses, and liabilities incurred by the Developer. Such costs shall include the actual amounts spent by the Developer with appropriate bills to be attached on brokerage, project planning, statutory approvals, legal consultations, construction activities, marketing, branding, administrative costs, and any other direct or indirect expenditure made in relation to the project.

(b) The Owner affirms that the said premises is not and has never been declared surplus or excess land under the Urban Land (Ceiling and Regulation) Act, 1976, and that there is no notification or proceeding pending under the said Act or any other statute having similar effect.

(c) The Owner affirms that there is no legal or tax-related restrictions or impediments that would prevent issuance of any clearance, approval, or certificate including but not limited to clearance under Section 281 of the Income Tax Act, 1961. The Owner undertakes to obtain and provide the same as and when required by the Developer or any competent authority.

(d) The Owner declares and covenants that they have not executed and shall not execute any Power of Attorney, Agreement for Sale, Memorandum of Understanding, Development Agreement, Term Sheet or similar document with any third party relating to the said premises. If any such document exists, the same shall stand automatically cancelled and rendered null and void immediately upon execution of this Agreement.

(e) The Owner further agrees and undertakes that in the event of any deficiency, defect, or shortfall in the title deeds or any other documents relating to the Scheduled Property, he shall be solely responsible to rectify the same at his own cost, charges, and effort. The Owner shall take all necessary actions, including but not limited to obtaining any missing documents, executing affidavits or declarations, and cooperating with any government or statutory authorities, to ensure a clear, marketable, and legally compliant title and documentation for the Scheduled Property.

(f) The Owner confirms that the said premises is not designated or notified as a heritage building or heritage precinct under any applicable law.

(g) The said premises or any part thereof is, not affected by any requisition or acquisition of the Government or any other statutory body such as the WBHIDCO, WB Housing Board, PWD, National Highway Authority of India or any other concerned authority and the said land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand.

(h) There are no prohibitory orders, notices of any nature whatsoever of any Municipal Authority or Statutory Body concerning or relating to or involving the Said Premises or the Owner/Owners pertaining to the Said Premises.

(i) There is no outstanding (as on or before the date of this agreement) property taxes, khazna, rates, duties, cess, levies, etc. under any applicable Law, Revenue or any other Authority or department of the State or Central Government., However, if

at any stage any demand/notice is received from the Municipal Corporation for the period prior to signing of this agreement, the same shall be borne/settled solely by the Owners with the co-operation of the Developer.

It is hereby expressly agreed and understood that in the event any defect, dispute, or irregularity in title, possession, or ownership arises or is discovered at any time, it shall be the sole obligation and responsibility of the Owner to promptly cure, rectify, and resolve the same at his own cost and expense. The Owner shall also keep the Developer, its Directors, Officers, representatives, and assigns fully indemnified and saved harmless at all times from and against any and all losses, damages, claims, costs, charges, actions, suits, and proceedings, including legal and litigation expenses, arising directly or indirectly from any such defect or dispute in title or ownership.

III. THE DEVELOPER DECLARES AS FOLLOWS:

(a) The Developer shall have no right, title, interest, or claim whatsoever over the Landowner's Allocation, more fully and particularly described in the Second Schedule hereunder written, and hereby expressly undertakes not to assert or raise any such claim at any point of time.

(b) That the Developer has satisfied itself as to the Title of the Owners as narrated and as per the documents provided by the Owners. That the Developer has inspected the site and has acquainted itself about the Said Premises, which is presently vacant.

(c) The Developer has assured the Owner that they have adequate financial resources and an experienced professional team at their command to undertake the development of the said Premises.

(d) The Developer undertakes to use standard quality materials and engage competent professionals to carry out the construction in accordance with approved plans and prevailing legal norms.

(e) That they shall develop the entire project at their costs and be solely liable to do all acts deeds and things relating to planning of the project, preparation of the building plans, obtaining all permissions from the competent authorities and clearances and NOC from Fire, Pollution and Environment departments, etc.

(f) That the Developer shall comply with the sanctioned plan and all the terms and conditions and consents licenses, permits, approvals NOCS, provisional NOCS, recommendations, etc. obtained or may be obtained from time to time including renewals and / or revalidation thereof, in the name of the Owners for the development of the said Project/Complex.

IV. THE LANDOWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT AS:

a) That the Landowner hereby grant exclusive right to the Developer to undertake new construction on the aforesaid premises/plot of land in accordance with the Building Plan to be sanctioned by the Rajpur Sonarpur Municipality or any Competent Authority.

b) That all Applications, Plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Landowners and all the fees payable to the architects, and engineers for preparation of the plan and building supervision shall be borne and paid solely by the Landowner, and all demand payments issued by the Rajpur Sonarpur Municipality, K.M.D.A or any concerned authority and the expenses for obtaining CC , FORM C , and/or allied or any other concerned authority in relation to obtaining building sanction plan shall be borne and paid solely at the Developer's own costs and expenses. It is further agreed that if, after obtaining the sanction of the building plan, the Developer makes any changes, alterations, or modifications to such sanctioned plan, then all costs, charges, and professional fees associated with such changes including but not limited to additional architect's or engineer's fees for preparation and submission of revised plans shall be borne and paid solely by the Developer.

c) That nothing herein contained shall be construed as a demise or Assignment or Conveyance or as creating any right, title or interest in respect of the said premises in favour of the Developer other than an exclusive license or right to the Developer to construct the building as per sanctioned Building Plan and to deal with the Developer's Allocation and refrain from

doing any other Act, Deed or things whatsoever in terms hereof.

d) That the Developer has paid a sum of ₹40,00,000/- (Rupees Forty Lakhs only) to the First Party on the date of execution of this Agreement as a refundable down payment, which shall be returned by the First Party to the Developer in the following manner:

- A sum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be refunded by the First Party to the Developer upon completion of the roof casting of the entire structure.
- The remaining Rs. 20,00,000/- (Rupees Twenty Lakhs only) shall be refunded by the First Party to the Developer upon the handover of the First Party's allocated portion of the constructed area, together with the completion of the lift installation, overhead water tank, and issuance of the Completion Certificate (C.C.) by the competent authority.

e) That upon completion of the new Building the Developer shall give the Owners undisputed possession of the Owners' Allocation **TOGETHER WITH** the rights in common to the common facilities and amenities etc.

f) The Owners and the Developer shall exclusively be entitled to their respective share of Allocation in the building with exclusive right to deal with or dispose of the same without any right, claim or interest therein whatsoever of the other and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

g) That the Developer shall have the full right and authority to execute **Agreement for Sale, Booking Agreement, and/or Sale Deed** with the intending purchasers in respect of the Developer's Allocation in the building, in the Developer's own name and capacity as Developer.

h) That the Developer shall at their own cost and expense construct and complete the new Building at the said premises in accordance with the sanctioned building plan as would be sanctioned by the competent Authority and conforming to such specifications as are mentioned in the Fifth Schedule hereunder written.

i) That the Developer shall at it' s own cost install in the said building, lift, water- pump, water storage tanks, overhead reservoirs, common electric meter, electric wiring and installations and other facilities as are required to be provided in the new building constructed for sale of Flats/units herein on Ownership basis and as mutually agreed.

j) That the Developer shall at it' s own cost be authorized in the name of the Owners in so far as is necessary to apply for and obtain permanent connections of drainage, sewerage, electricity and/or other facilities if any required for the construction or enjoyment of the building.

k) That the Developer shall at its own cost and expenses and without creating any financial or other liability on

the Owner construct and complete the said new Building in accordance with the sanctioned building plan and any amendment thereto or modification thereof made or caused to be made by the Developer, with prior approval from the concerned authority, that may be required provided however , no alteration or modification shall be made in the Owners' allocation without the consent of the Owner in writing PROVIDED FURTHER if such alteration or modification is caused at the instance of the appropriate authorities the Owners shall not refuse to give their consent thereon.

l) All taxes, duties, cess, levies and other statutory dues whatsoever, levied by or payable to any Governmental Authority, Municipal Corporation, or any other local or statutory authority in respect of the said land up to the date of handing over peaceful possession of the said land to the Developer for the purpose of development shall be solely borne and discharged by the Owners. Upon such handover, the liability for payment of all taxes, duties, cess, levies and other charges in respect of the said land and the project thereon shall be the responsibility of the Developer during the period of construction and until the completion of the proposed building. Thereafter, upon the completion of the construction and once the respective portions of the developed property are allocated and handed over, each party shall be individually and exclusively liable to bear and pay all taxes, duties, cess, levies and other statutory dues applicable to their respective allocated share or portion, as the case may be.

m) **INDEMNITY:**

The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage, cost, claim, demand action, proceeding or liability (whether Criminal or Civil) suffered by the Owner in relation to the development and construction of the Said project and/or 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 or 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.

That the Owners shall keep the Developer indemnified against any liability arising out of any defect in title in respect of the Said Premises save and except the pending litigations herein and it shall be the obligation and responsibility of the Owners, to remedy and/or cure the same at its own cost and the Owners shall, keep the Developer and its Partners and each one of them saved harmless and fully indemnified from and against all damages costs charges claims actions suits and proceedings including litigation costs save and except in circumstances as defined herein.

n) **POWER OF ATTORNEY AND OTHER POWERS:**

i) Power of Attorney for Sanction: The Owners shall grant to the Developer and/or its authorized representative a Power of Attorney for the purpose of getting the building sanction plan/revalidated/modified/altered by the concerned Government Authorities and obtaining all

necessary Clearances from different authorities in connection with construction of the Said project.

ii) Power of Attorney for Construction and Sale of Said project: The Owner shall simultaneously with the execution hereof grant to the Developer and/or its authorized representative a registered Power of Attorney for construction of the Said project and for booking and sale of the Units comprised in the Said project, only with respect to the Developer's Allocation and receiving consideration therefor in terms hereof. Such authority shall include the authority to execute and register any contracts for sale and the power of attorney shall mention that the power to execute or register sale deed or final deed of transfer shall not be exercised prior to the Notice of Possession and the said power shall be utilized by the appointed attorney only in accordance with the terms and conditions of this agreement. It is clarified that neither by this agreement nor by virtue of the power of attorney the Developer or its representative shall do any act deed or thing which is in any way contrary to the terms and conditions of this agreement.

iii) That the Landowner shall lend his name and signature in all papers, plans, documents and deeds that may come on the way of the development for the successful implementation of the project, since the project will be developed in the name of the Landowner.

o) **MARKETING:**

i. The Developer shall market the Project under its brand

name, that is to say, "NEW BENGAL BUILDERS" or "NBB" and the Owners shall not in any way interfere with the right of the Developer to sell or market the Project under such brand. For marketing the Project, the Developer shall be at liberty to appoint marketing agents and brokers and also issue advertisements in the media and incur all expenses in connection therewith.

ii. Should the Owner choose to sell his unit through the Developer, the Developer shall facilitate the sale and marketing of the unit, provided that the Owner agrees to pay the standard brokerage fee applicable at the time of such sale. The prevailing brokerage rate shall be the marketing charges taken by the appointed agents for such sale, which may vary depending on market conditions and shall be confirmed by the Developer prior to the initiation of the sale process.

p) **FORCE MAJEURE**:

Subject to the terms herein, Force Majeure shall mean and include any event or circumstance beyond the reasonable control of either Party, including but not limited to natural calamities such as floods, storms, earthquakes, fires, or any other acts of God; war, civil disturbance, terrorist acts, or threats thereof; epidemics or pandemics, but only where such events result in substantial disruption or stoppage of construction or development activities; procedural delays caused by inaction or non-availability of competent authorities responsible for issuing certificates, clearances, permissions, or renewals; any change in applicable laws, rules, or regulations that materially affects the implementation or continuation of

the Project; and any State or Kolkata Municipal Corporation elections, but only to the extent they cause a delay in official decision-making or administrative functioning.

It is clarified that in the event of the occurrence of a Force Majeure event, the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement, proportionate to the impact of such event.

For the avoidance of doubt, Force Majeure shall not include events arising solely from general market fluctuations, internal financial constraints, labour disputes internal to the Developer or its contractors, routine administrative inefficiencies, or delays resulting from any willful misconduct, negligence, or material breach of law, including violations of applicable building codes or other statutory requirements solely attributable to the Developer.

q) **RERA COMPLIANCE:**

That in the event the Developer elects to register the proposed project under the provisions of the Real Estate (Regulation and Development) Act, 2016 and the applicable rules and regulations framed thereunder by the West Bengal Housing Industry Regulatory Authority (WBHIRA), the First Party hereby agrees to extend full cooperation and shall execute all necessary documents, affidavits, declarations, and undertakings, and provide such information, papers, and assistance as may be required by the Developer for the purpose of effecting such registration and ensuring any other ongoing compliance with the said Act and the rules framed thereunder.

The First Party further agrees not to withhold or delay any consent, authorization, or cooperation reasonably required for the aforesaid purpose.

V. IT IS FURTHER AGREED AS FOLLOWS:

(1) That as soon as the building is completed, the Developer shall give written notice to the Owners to take possession of the Owners' Allocation in the building and after 30 days from the date of service of such notice and at all times thereafter the Owners and Developer both shall be exclusively responsible for payment of Property Taxes, rates, duties and other public outgoings and impositions whatsoever, payable in respect of the their Allocation's proportionately, to the concerned Authority/ Authorities, PROVIDED THAT the said rates to be apportioned on pro rata basis with reference to the saleable space in the building if they are levied on the building as a whole.

(2) That the Owners and the Developer shall punctually and regularly pay for their respective Allocation/s, the said rates and taxes to the concerned Authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.

(3) That as and from the date of handing over the possession of the Owners' Allocation, after the

construction of the proposed building, the Owner and the Developer shall be responsible to pay and bear the service charges for the common facilities in the new building payable with respect to their Allocations proportionately.

(4) That the Owners shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said Building.

(5) That neither party shall use or permit to use the respective allocation in the building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchaser/s occupiers of the Apartments in the building.

(6) That neither party shall make any structural alteration in their respective allocation without the previous consent of the other. Provided, however such alteration shall always be made with the approval of the appropriate Authority as may be required for the purpose.

(7) That both parries shall abide by all statutory rules and regulations, byelaws etc. as the case may be, and shall be responsible for any deviation, violation and/or breach of any of the said Laws, Byelaws, Rules and Regulations, etc.

(8) It is hereby agreed by and between the Owners and the Developer that the Developer shall carry out the construction work of the said building as also other works in connection thereto, so as to effectually construct the said building, out of the own resources of the developer, and/or money collected from intending purchaser or purchasers, as advance.

(9) That the respective allottees/owner shall keep at all times the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep either of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising there from.

(10) That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

(11) That neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.

(12) The Owner and the Developer declares that the intending Purchasers of their respective Allocations shall be able to approach any Bank or Financial Institution for obtaining Housing Loan for payment of the consideration sum to the Owners and Developer, if required by them, and on that occasion the Owners/Developer shall provide their consent without any objection. Also, the Developer will sign as confirming party in each and every sale agreement for the intending purchasers of the Owners' Allocation whenever requested.

VI. THE LANDOWNERS HEREBY AGREES AND COVENANT WITH THE DEVELOPER AS FOLLOWS:

(1) Not to cause any interference or hindrance in the construction of the said building at the said premises by the Developer. It is also agreed that the Owners shall sign and execute necessary papers/documents etc. in connection with the Development work, if any, as and when required.

(2) Not to do any act deed or thing whereby the Developer may be prevented from selling assigning and/or disposing of any of the Developers allocated portion in the building at the said premises/plot of land provided all conditions of this Development Agreement is maintained.

(3) Not to let out, grant lease, mortgage and/or charge the said premises or any portion thereof without the

consent in writing of the Developer during the period of construction.

(4) To remain bound to execute a **REGISTERED DEVELOPMENT POWER OF ATTORNEY** empowering the Developer to execute Agreement for Sale, booking agreement or Transfer of Flats by executing Sale Deed in favour of the intending Purchasers concerning Developers' allocation of the building at the said premises/Land more fully described in the First Schedule below and the right to appear and represent before the concerned Authority on behalf of the Owners.

(5) It is understood that from time to time to facilitate the construction of the Building by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner to which specific provisions may not have been mentioned herein. The Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any such additional Power of Attorney and/or authorizations as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

VII. THE DEVELOPER HEREBY AGREES AND COVENANTS WITH THE OWNERS AS FOLLOWS:

(1) To complete the construction of the Building within 24 months from the date of obtaining the building sanction plan and the handover of peaceful vacant possession of the land (whichever is later), and if the Developer fails to complete the construction within the aforesaid stipulated period for any cause/event, then the Developer shall be granted an extension of time for a maximum period of 6 (six) months as grace period, if necessary.

(2) Not to transfer and/or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Owners.

(3) Not to violate or contravene any of the provisions or Rules applicable for construction of the said building.

(4) Not to do any Act, Deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the portions under Owners' Allocation in the building at the said premises.

(5) To keep the Owners indemnified against all third-party claims and actions arising out of any sort of act of commission of the Developer in relation to the construction of the said building.

(6) To keep the Owners indemnified against all actions, suits, costs proceedings and claims that may arise out of the Developers action with regard to the Development of the said premises and/or in the matter of construction of the said building and/or for any defect therein.

(7) The Developer will construct such maximum area as can be constructed on the Premises in commercially viable manner, permissible under the Building Rules, Regulations and Byelaws of Rajpur Sonarpur Municipality or any other competent authority and in conformity with the sanctioned Building Plan.

(8) The said building shall be for residential cum commercial purpose, or such other purpose as may be mutually decided by the parties hereto, subject to approval of the Rajpur Sonarpur Municipality or any other competent authority.

(9) The said building shall be constructed with standard materials and any faults, defects arising in relation to the construction of the proposed building within a reasonable period shall be rectified by the developer at its own cost.

VIII. <u>MUTUAL COVENANTS AND INDEMNITIES:</u>

(1) Immediately upon obtaining vacant possession of the said plot of land from the Owners, the Developer shall be entitled to fix their Hoardings, Boards, Banners on the said premises/land and be entitled to start construction of the building as per Sanction Plan from the

N.K.D.A/Competent Authority. The Developer shall also be entitled to publish Advertisements, inviting offers for purchase of the Flats/Apartments of Developers Allocation as to be constructed and the Owners shall have no right to raise any objection for the same.

(2) The Owner shall do or execute or cause to be done or execute such further Deeds, Matters and Things not herein specified as may be required to be done by the Developer and for which the Developer may need the Authority of the Owner, including any such additional Power of Attorney and/or Authorization as may be required for the purpose provided that all such Acts, Deeds, Matters and Things, shall not in any way infringe on the rights of the Owner and/or go against the spirit of these presents.

(3) The Owner shall not be liable for any Income-Tax, Wealth-Tax or any other taxes in respect of the Developer' allocation which shall be the liability of the Developer who shall keep the Owner indemnified against all actions suits proceedings costs, charges and expenses in respect thereof.

(4) Any notice required to be given by either of the parties to the either of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned.

(5) The name of the building shall be given by the Developer in due course.

(6) Nothing in these presents shall be construed as a demise or assignment or conveyance or law of the said plot of land or any part thereof to the Developer by the Owner or as creating any right, title or interest or things in respect thereof in favour of the Developer other than expressly provided herein as also in the Power of Attorney to be given for the purpose.

(7) As and from the date of completion of the Building the Developer and/or their transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and other taxes payable in respect of their respective spaces.

(8) The Owner shall, at the time of execution of this Agreement, hand over to the Developer all original title deeds, link deeds, BLLRO mutation certificate, mutation documents issued by Rajpur-Sonarpur Municipality, KMDA sanction letter, building sanction plan issued by Rajpur-Sonarpur Municipality, property tax receipts, and any other relevant and necessary documents pertaining to the said property. The Developer shall issue a written acknowledgment and receipt for each of the documents received from the Owner and shall also provide the owner with a list of those documents. Upon completion of the construction of the proposed new building, the Developer shall return all such original documents to the Owner without any delay, ensuring that the documents are in the same condition as received, subject to reasonable wear and tear.

(9) The Owner and the Developer or their nominees shall have the equal right, title and/or interest in respect of the roof of the proposed building, along with undivided proportionate share of land and undivided interest in the common passage, staircase, and open areas in the building after its construction.

IX. LIQUIDATED DAMAGES & PENALTY:

The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force-Majeure conditions i.e. flood, lock-down, earthquake, riot, war, storm, tempest, civil commotion strike and/or any other act or commission beyond the control of the parties hereto.

a) **Breach by Developer** - If the construction and completion of the building are delayed due to any willful act or omission by the Developer, the Developer shall be liable to compensate the Owner for such loss or damages as may be determined by Arbitrators, to be appointed jointly by both parties, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. However, delays caused by events beyond the control of the Developer, such as Acts of God or Force Majeure events, shall not make the Developer liable. If the construction is not completed within the stipulated time, an extended period of 6 months shall be granted by the Owner. However, if the construction remains incomplete upon expiry of the said grace period, the Owner shall

be entitled to claim a delay compensation of ₹10,000/- (Rupees Ten Thousand only) per month from the Developer, calculated from the end of the grace period until the date of actual completion of construction." Any damages arising out of poor construction or structural faults occurring within a reasonable period from the date of completion shall be the sole responsibility of the Developer, who shall bear the full cost of repair and make the payment within 30 days of receiving written intimation from the Owner.

In the event the Developer fails, neglects, or refuses to commence construction of the said premises within a period of 60 (Sixty) days from the date of obtaining all necessary statutory approvals required for commencement of construction on the scheduled property, including but not limited to the sanctioned building plan, such failure shall be deemed a breach of this Agreement. In such event, the Owner shall have the right to initiate appropriate legal proceedings solely for the specific performance of this Agreement, in accordance with the applicable law

b) **Breach by Owner-** In the event the Owner commits any breach of the terms and conditions of this Agreement or fails to fulfill any of their obligations in a timely and cooperative manner, the Developer shall be entitled to claim losses, damages, and compensation, as may be determined by Arbitrators appointed in accordance with the Arbitration and Conciliation Act, 1996. Without prejudice to the foregoing, if the breach by the Owner continues for a period exceeding 30

(thirty) days from the date of written notice by the Developer, or if such breach is of a material nature (including failure to provide possession, non-cooperation in obtaining approvals, or refusal to sign necessary documents), then the Developer shall have the right to:

i. Seek specific performance of this Agreement before a court of competent jurisdiction.

ii. Rescind this Agreement, and upon such rescission:

- The Owner shall refund all monies paid and/or expenses incurred by the Developer towards the project,
- The Owner shall pay interest at the rate of 12% per annum on such refunded amounts, calculated from the date of expenditure,
- The Owner shall compensate the Developer for all direct and consequential losses and damages, including but not limited to professional fees, project costs, marketing expenses.
- The Owner shall also reimburse the Developer for legal costs incurred for enforcement of rights under this Agreement.

In the event the Developer is prevented, obstructed, or delayed from commencing or continuing construction on the project site due to any act, omission, or negligence on the part of the Owner, or their agent(s), representative(s), servant(s), or any third party claiming through or under the Owner, including but not limited to denial of access/possession, failure to hand over

unencumbered land, or non-cooperation in securing approvals, the Developer shall be entitled to:

Immediately suspend all construction activities and serve a 15 (fifteen) days written notice to the Owner seeking rectification.

If the obstruction is not resolved within the notice period, the Developer shall have the right to: Terminate this Agreement by giving written notice;

i. Demand refund of all sums paid to the Owner along with an interest at 18% per annum, calculated from the date of such payment until full refund;

ii. Claim compensation for all direct and indirect losses, damages, and consequential costs incurred due to such obstruction, including professional fees, site preparation costs, administrative expenses, and lost business opportunities;

iii. Recover all legal and enforcement costs incurred to enforce these rights.

X. ARBITRATION:

That all disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability, at first either shall be discussed between the parties herein or shall be referred to such person or persons as mutually be accepted, failing which shall be referred to the Arbitrator or Arbitrators for arbitration jointly

nominated by the parties herein. The Arbitrator/s shall entitle to appoint an umpire. The parties hereto agreed and convent with each other that they have full trust and faith in the said Arbitrator/s for arbitration and such arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996.

That in spite of above, in case any of the party hereto commit any default in fulfilment of their obligations contained herein, then and in such event either party shall be entitled to specific performance and/or damages before the competent authority of local jurisdiction of the court under which jurisdiction the property under this agreement lies will have the exclusive. jurisdiction over this agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO

(ENTIRE LAND)

ALL THAT piece and parcel of bastu land measuring about 4 Cottahs 10 Chittacks 25 sq. ft. along with 200 Sq.ft. Tin Shed structure with cemented flooring lying and situated at District - South 24 Parganas, Pargana - Medanmolla, Mouza - Barhans Fartabad, J.L. No. 47, R.S. Khatian No. 1501, R.S. Dag No. 3290, L.R. Khatian No. 715 and 1885, L.R. Dag No. 3290, P.S. Sonarpur, presently Narendrapur, A.D.S.R. Garia, within the jurisdiction of Rajpur Sonarpur Municipality, Ward No. 28, Road Name -Balia Model Town Road, Pin 700 150, which is butted and bounded as follows:-

ON THE NORTH: R.S. Dag No. 3290.

ON THE SOUTH: R.S. Dag No. 3290.

ON THE EAST: 20 ft. wide Municipal Road.

ON THE WEST: R.S. Dag No.3290.

THE SECOND SCHEDULE ABOVE REFERRED TO LANDOWNERS' ALLOCATION

ALL THAT the Landowner herein shall be entitled to get the following, in the proposed (G+3) storied building as per the proposed building plan to be submitted to the Rajpur Sonarpur Municipality, which is to be distributed as follows:

- 50% of the Parking units and 50% undivided share along with the Developer in the commercial unit situated on the Ground Floor.
- A 3 BHK unit having a covered area of about 921sq.ft approx. on the first floor.
- A 2 BHK unit having a covered area of about 683 sq.ft approx. on the second floor.
- The Landowner together with the Developer shall each receive an undivided 50% share in the total covered area, being one 3BHK (921 sq. ft covered area) and one 2BHK (683 sq. ft covered area) on the third floor. The specific allocation and demarcation of the units on the Third Floor shall be mutually finalized by both Parties at a later stage and shall be adjusted on a pro rata basis, ensuring equitable distribution in terms of area and value.

Together with right to use of common areas, space, common facilities and amenities in the entire building, along with undivided and undemarcated proportionate share in the land mentioned in the First Schedule herein above.

THE THIRD SCHEDULE ABOVE REFERRED TO DEVELOPER'S ALLOCATION

ALL THAT the Developer shall be entitled to get the following, in the proposed (G+3) storied building as per the proposed building plan to be submitted to the Rajpur Sonarpur Municipality, which is to be distributed as follows:

- 50% of the Parking units and 50% undivided share along with the Landowner in the commercial unit situated on the Ground Floor.
- A 2 BHK unit having a covered area of about 683 sq. ft approx. on the first floor.
- A 3 BHK unit having a covered area of about 921sq.ft approx. on the second floor.
- The Developer together with the Landowner shall each receive an undivided 50% share in the total covered area, being one 3BHK unit (921 sq. ft covered area) and one 2BHK unit (683 sq. ft covered area) on the third floor. The specific allocation and demarcation of the units on the Third Floor shall be mutually finalized by both Parties at a later stage and shall be adjusted on a pro rata basis, ensuring equitable distribution in terms of area and value

Together with right to use of common areas, space, common facilities and amenities in the entire building along with undivided and undemarcated proportionate share in the land mentioned in the First Schedule herein above.

THE FOURTH SCHEDULE ABOVE REFERRED TO (COMMON AREAS, COMMON FACILITIES AND AMENITIES)

1) The Landowners, along with other Co-owners, occupiers, Society or Association or Company shall allow each other the following easement quasi-easement and equal easement right, privileges etc.
2) Land under the said building described in the First Schedule.
3) All side spaces, vacant spaces, backspaces, paths, passages, drain ways sewerage provided in the said building.
4) General lighting of the common portions and space for installation of electric meter in general and separate.
5) Top of the roof, stairs, staircase, Stairscase landing and lobbies of the building.
6) Septic tank, water pump, overhead and underground water reservoir, water lineetc.
7) Electric meter for common purpose.
8) Lift well, lift room, lift, lift machine and accessories.
9) All other common and vacant spaces

THE FIFTH SCHEDULE ABOVE REFERRED TO:
SPECIFICATIONS OF WORKS SCHEDULE

I. **FOUNDATIONS:** The foundation shall be constructed with reinforced cement concrete as per design of the structural engineer.

II. **SUPER STRUCTURE:** The Super structure of the building shall have reinforced cement concrete columns, beams and slabs and followed by brick works as per design of the structural Engineer.

III. **FLOORS:** Marble of a good size & 4" high skating

IV. **WALLS:** Walls of the building shall be of 200 mm thick brick walls on the external surface and 125 mm and 75mm internal walls, as per the design of the Architect with cement sand mortar/ fly-ash brick.

V. **FINISHING (INTERNAL WALLS):** All internal surfaces of the walls to be plastered with cement sand mortar and finished with plaster of Putty.

VI. **ROOF CASTING**: The roof casting will be made of (RMC) matrix of cement medium coarse sand and three forth sized of stone chips and finished by a layer of roof tiles.

VII. **DOORS:** Sal wood door frame with flush door and toilets with PVC doors along with standard fitting.

VIII. **WINDOWS:** All windows will be made of UPVC (Powder Coated) anodize aluminum sections 2/3 palla fitted with 3 mm glass panels integrated with M.S. grills of approved designs by the Architect.

IX. **TOILET:** Concealed pipeline with G.I/PVC make with hot and cold arrangement in one toilet with necessary fitting as given in each toilet, European/Indian

commode, basin, adequate taps, Vitrified Tiles floor, wall tiles up to 7' feet height & PVC doors along with standard fitting. (Brand- Jaguar-casco / Parryware)

X. **KITCHEN:** Platform with granite top with one built-in-sink, bib cocks fitted together with concealed pipelines. The kitchen shall have glazed titles above the cooking platform up to 2.5 feet height.

XI. **RAILING-** Stainless steel railings of standard approved height shall be provided in the balconies and staircases of the building, in accordance with applicable building codes and sanction plan.

XII. **WATER SUPPLY:** Concealed plumbing system with the supply of water from concerned municipality stored in ground level reservoir and connected to the overhead reservoir

XIII. **ELECTRICAL INSTALLATIONS**: Concealed wiring with necessary switch board having lights point and fan point and ac point and other points, ISI standard type switches etc. (Brand- Havells/RR Cabel)

XIV. **LIFT:** 4 or 6 passenger lift of repute brand

XV. **COMMON AREA AND PASSAGES** Granite flooring in staircase and common passages.

XVI. **BUILDING EXTERIOR & COLOUR:** Elevation design and color of the building should be decided mutually by the landlord & the developer.

XVII. **EXTRA WORK**: Any extra work other than our standard specification shall be charged extra and such amount to be paid to vendor/ developer before the execution.

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

SIGNED, SEALED AND DELIVERED
by the **LANDOWNERS** and **DEVELOPER**
In the presence of:

WITNESSES :-

1. Jaunar Das.
159, Srimanpur Rd.
Kol-84

Living Space
Proprietor

SIGNATURE OF THE LANDOWNER

2. Anika Mondice
Sripur Gariahat
Kol-27

Gulzar Alam
New Bengal Builders
Md. Fazal Ali
Partner

SIGNATURE OF THE DEVELOPER

Drafted by

Pranab Kr. Roy

Advocate F-1142/1152/99
Enrolment

MEMO OF CONSIDERATION

RECEIVED of and from within named **Developer** a sum of **Rs.40,00,000/- (Rupees Forty Lacs) only** being the full payment of the total refundable down money/ security money as per memo below:

MEMO

SL No	Cheque/ Bank draft/R.T.G.S /Date	Drawn on	Amount (Rs.)
1.	UTR no KKBKR52025062000750390.	Kotak Mahindra Bank, Ballygunj Branch	10,00,000.00
2	D.D. No. 745375	Kotak Mahindra Bank, Ballygunj Branch	30,00,000.00
		Total	**40,00,000/-**

(Total Rupees Forty Lacs) only

WITNESSES:

1. Sumur Das.
159, Srinarayan Rd.
Kol-84

Living Space
Proprietor

SIGNATURE OF THE OWNER

2. Asim Mallick
Bijoy Garh
Kol-27

PHOTO		Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
	Left Hand					
	Right Hand					

Name .....

Signature .....

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name ANIKET SINGH

Signature Aniket Singh

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name GULZAR ALAM

Signature Gulzar Alam

	Thumb	1st Finger	Middle Finger	Ring Finger	Small Finger
Left Hand					
Right Hand					

Name MD FAISAL LARI

Signature MD Faisal Lari

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

192025260121875558

RN Details

RN:	192025260121875558	Payment Mode:	SBI Epay
RN Date:	21/06/2025 18:18:38	Bank/Gateway:	SBIePay Payment Gateway
BRN :	3626108463633	BRN Date:	21/06/2025 18:18:52
Gateway Ref ID:	559121062029644	Method:	Canara Bank - Retail and Corporate NB
GRIPS Payment ID:	210620252012187554	Payment Init. Date:	21/06/2025 18:18:38
Payment Status:	Successful	Payment Ref. No:	2001709494/2/2025 [Query No/*/Query Year]

Depositor Details

Depositor's Name:	Mr Aniket Singh
Address:	549 N Block New Alipore Kolkata - 53
Mobile:	9748608611
Period From (dd/mm/yyyy):	21/06/2025
Period To (dd/mm/yyyy):	21/06/2025
Payment Ref ID:	2001709494/2/2025
Dept Ref ID/DRN:	2001709494/2/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001709494/2/2025	Property Registration- Stamp duty	0030-02-103-003-02	20021
2	2001709494/2/2025	Property Registration- Registration Fees	0030-03-104-001-16	40021
			Total	60042

IN WORDS: SIXTY THOUSAND FORTY TWO ONLY.

PAID

Government of West Bengal
Directorate of Registration & Stamp Revenue

e-Assessment Slip

Query No / Year	2001709494/2025	Office where deed will be registered
Query Date	17/06/2025 5:41:50 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	ANIRBAN MOULICK ALIPORE JUDGES COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8617774077, 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 : 40,00,000/-]
Set Forth value		Market Value
Rs. 2/-		Rs. 1,16,79,309/-
Total Stamp Duty Payable(SD)		Total Registration Fee Payable
Rs. 20,021/- (Article:48(g))		Rs. 40,021/- (Article:E, E, B)
Mutation Fee Payable	Expected date of Presentation of Deed	Amount of Stamp Duty to be Paid by Non Judicial Stamp
		Rs. 100/-
Remarks		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Balia Modal Town Road, Mouza: Barhans Fartabad, , Ward No: 028 Jl No: 0, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3290	RS-1501	Bastu	Bastu	4 Katha 10 Chatak 25 Sq Ft	1/-	1,16,49,309/-	Width of Approach Road: 20 Ft.,
	Grand Total :				7.6885Dec	1 /-	116,49,309 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
	Total :	100 sq ft	1 /-	30,000 /-	

Major Information of the Deed

Deed No :	I-1604-05556/2025	Date of Registration	23/06/2025
Query No / Year	1604-2001709494/2025	Office where deed is registered	
Query Date	17/06/2025 5:41:50 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	ANIRBAN MOULICK ALIPORE JUDGES COURT,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8617774077, 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 : 40,00,000/-]	
Set Forth value		Market Value	
Rs. 2/-		Rs. 1,16,79,309/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,121/- (Article 46(g))		Rs. 40,053/- (Article:E, E, B)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Municipality: RAJPUR-SONARPUR, Road: Baila Modal Town Road, Mouza: Bamans Fanabad, , Ward No: 028 Jl No: 0, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-3290	RS-1501	Bastu	Bastu	4 Katha 10 Chatak 25 Sq Ft	1/-	1,16,49,309/-	Width of Approach Road: 20 Ft.,
	Grand Total :				7.6585Dec	1 /-	116,49,309 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	100 Sq Ft.	1/-	30,000/-	Structure Type: Structure
	Gr. Floor, Area of floor : 100 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete				
	Total :	100 sq ft	1 /-	30,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	LIVING SPACE 19A, DOVER LANE, City:- , P.O.- GARIAHAT, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029 Date of Incorporation:XX-XX-2XX5 , PAN No.:: JGxxxxxx6D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	**NEW BENGAL BUILDERS** 37, TOSIA ROAD, City:- , P.O:- TOPSIA, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN:- 700039 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx7K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr ANIKET SINGH (Presentant) Son of Mr SANJAY SINGH Date of Execution - 23/06/2025, , Admitted by: Self, Date of Admission: 23/06/2025, Place of Admission of Execution: Office	 Jun 23 2025 12:46PM	Captured LTI 23/06/2025	23/06/2025
	549, BLOCK-N, NEW ALIPORE, City:- , P.O:- NEW ALIPORE, P.S:-New Alipore, District:-South 24-Parganas, West Bengal, India, PIN - 700053, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX5 , PAN No.:: JGxxxxxx6D, Aadhaar No: 47xxxxxxxx6172 Status : Representative, Representative of : LIVING SPACE (as SOLE PROPRIETOR)			
2	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr GULZAR ALAM Son of Mr MEHEDI ALI HASAN Date of Execution - 23/06/2025, , Admitted by: Self, Date of Admission: 23/06/2025, Place of Admission of Execution: Office	 Jun 23 2025 12:49PM	Captured LTI 23/06/2025	23/06/2025
	37,TOPSIA ROAD, City:- , P.O:- TOPSIA, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX5 , PAN No.:: AOxxxxxx9C, Aadhaar No: 75xxxxxxxx1200 Status : Representative, Representative of : NEW BENGAL BUILDERS (as PARTNER)			
3	**Name**	**Photo**	**Finger Print**	**Signature**
	Mr MD FAISAL LARI Son of Mr WAJIHULLAH LARI Date of Execution - 23/06/2025, , Admitted by: Self, Date of Admission: 23/06/2025, Place of Admission of Execution: Office	 Jun 23 2025 12:47PM	Captured LTI 23/06/2025	23/06/2025
	22\1\H/9\2, BRIGHT STREET, City:- Kolkata, P.O:- PARK STREET, P.S:-Park Street, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-2XX5 , PAN No.:: AMxxxxxx6H, Aadhaar No: 46xxxxxxxx0695 Status : Representative, Representative of : NEW BENGAL BUILDERS (as PARTNER)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ANIRBAN MOULICK Son of Late ASHIM MOULICK ALIPORE JUDGES COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:- 700027		Captured	
	23/06/2025	23/06/2025	23/06/2025
Identifier Of Mr ANIKET SINGH, Mr GULZAR ALAM, Mr MD FAISAL LARI			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	LIVING SPACE	NEW BENGAL BUILDERS-7.68854 Dec

Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	LIVING SPACE	NEW BENGAL BUILDERS-100.00000000 Sq Ft

Endorsement For Deed Number : I - 160405556 / 2025

On 23-06-2025

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 12:13 hrs on 23-06-2025, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr ANIKET SINGH .

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 1,16,79,309/-

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

Execution is admitted on 23-06-2025 by Mr ANIKET SINGH, SOLE PROPRIETOR, LIVING SPACE (Sole Proprietorship), 1/9A, DOVER LANE, City - , P.O:- GARIAHAT, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN - 700029

Identified by Mr ANIRBAN MOULICK, , , Son of Late ASHIM MOULICK, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 23-06-2025 by Mr GULZAR ALAM, PARTNER, NEW BENGAL BUILDERS (Partnership Firm), 37, TOSIA ROAD, City - , P.O:- TOPSIA, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700039

Identified by Mr ANIRBAN MOULICK, , , Son of Late ASHIM MOULICK, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Execution is admitted on 23-06-2025 by Mr MD FAISAL LARI, PARTNER, NEW BENGAL BUILDERS (Partnership Firm), 37, TOSIA ROAD, City - , P.O:- TOPSIA, P.S:-Topsia, District:-South 24-Parganas, West Bengal, India, PIN - 700039

Identified by Mr ANIRBAN MOULICK, , , Son of Late ASHIM MOULICK, ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 40,053.00/- (B = Rs 40,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 40,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/06/2025 6:18PM with Govt. Ref. No: 192025260121875558 on 21-06-2025, Amount Rs: 40,021/-, Bank: SBI EPay (SBIePay), Ref. No. 3626108463633 on 21-06-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 20,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2089, Amount: Rs.100.00/-, Date of Purchase: 21/06/2025, Vendor name: S C Halder

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/06/2025 6:18PM with Govt. Ref. No: 192025260121875558 on 21-06-2025, Amount Rs: 20,021/-, Bank: SBI EPay (SBIePay), Ref. No. 3626108463633 on 21-06-2025, Head of Account 0030-02-103-003-02

Anupam Halder
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS
South 24-Parganas, West Bengal