



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

06AC 794515



IN THE COURT OF LD. 1ST CLASS JUDICIAL MAGISTRATE AT ALIPORE

TO WHOM IT MAY CONCERNED

(UNDER FORCE MAJEURE – CONSENT FOR EXTENSION OF TIME)

We, **Sri Bibhuti Bhusan Das, Sri Motilal Mondal, Sri Bidhan Chandra Sarkar, Smt. Jayanti Mondal, Sri Janmenjoy Pramanik, Sri Dilip Pramanik, Sri Debnath Pramanik, Sri Anath Pramanik, Sri Swapan Pramanik, Sri Bapi Pramanik, Sri Tarak Pramanik, Smt. Satima Barik, and Smt. Pratima Chatui**, all Indian nationals, adults, being the **joint land owners** of the land comprised in the real estate project titled "**LIVE GARDEN**", situated at Mouza-Chakgoniagachhi, J.L. No. 24, within the jurisdiction of Kolkata Municipal Corporation, more fully described in the **Schedule of Property** hereunder, do hereby solemnly affirm and declare as follows:

1. That we are the lawful owners of the land on which the above-mentioned real estate project "**LIVE GARDEN**" is being developed.

000186

02 JAN 2026

Sl. No.....Dt.....Rupees- 10/-

B. C. LAHIRI (Advocate)
ALIPORE JUDGES COURT
KOLKATA-700 027

Vendor.....



Jayanta Dey
ALIPORE POLICE COURT
Kolkata-27

2. That we have entered into a **Registered Development Agreement dated 06.08.2019**, Being No.163001850, for the year 2019, registered in the office of the District Sub-Registrar-V, Alipore, South 24 Parganas, with **CITY LIVE CONSTRUCTION**, the Promoter of the said project.
3. That as per the terms of the Development Agreement, timelines were stipulated for completion of the construction of the project.
4. That the construction work of the said project could not be completed within the stipulated timeline due to circumstances beyond the control of the Promoter, which constitute **Force Majeure**, including:
 - a) outbreak of **COVID-19 pandemic**,
 - b) Government-imposed lockdowns and restrictions,
 - c) disruption in availability of labour, and
 - d) **Non-availability and delay in supply of construction materials.**
5. That we categorically state and confirm that the delay in construction has occurred **solely due to the aforesaid Force Majeure events** and not due to any willful default or negligence on the part of the Promoter.
6. That we hereby **accord our free, unconditional and irrevocable consent to CITY LIVE CONSTRUCTION**, the Promoter, to **continue and complete the construction of the project beyond the timeline** originally mentioned in the Development Agreement.
7. That we have **no objection** to the extension of time sought by the Promoter for completion of the project on account of the aforesaid Force Majeure circumstances.
8. That we further declare that the Promoter shall **not be held liable** for the delay caused due to such Force Majeure events, for the purpose of compliance under the **Real Estate (Regulation and Development) Act, 2016** and the rules framed thereunder.
9. That we further declare and confirm that no renewal, extension or fresh execution of the Development Agreement and/or the Development Power of Attorney is required for continuation and completion of the remaining construction work of the said project on the proposed land, more fully described in the Schedule of Property hereunder, as the project is in the verge of completion
10. That this affidavit is being executed for submission before the **West Bengal Real Estate Regulatory Authority (WBREERA)** and other competent authorities, as may be required.
11. That this declaration is made voluntarily, without any coercion or undue influence, and shall be binding upon us and our respective legal heirs and successors.



SCHEDULE OF PROPERTY

(Same as described in the Development Agreement and project documents)

ALL THAT piece and parcel of Bastu land measuring an area about 21 Kathas, 03 Chattaks and 07 Square feet (be the same a little more or less), Under Mouza- Chakganiagachi, J.L. No-24, R.S. No.-81/2, Touzi No.-151, R.S. Dag Nos.-32 & 35, R.S. Khatian Nos.-19 & 11, under the **project "LIVE GARDEN"**, being PREMSIES No.1991, Mukunbdapur, Assessee No.-31-109-07-8208-7, Police Station- PurbaJadavpur, within the limits of Kolkata Municipal Corporation, under Ward No-109, Borough-XII, A.D.S.R.-Sealdah, Kolkata-700 099, Distrrict South 24 pargaans, butted and bounded by-

ON THE NORTH- Land of R.S. Dag No.56 & Premises No.1992, Mukundapur

ON THE SOUTH- 20 feet common passage & land of R.S.Dag No.35.

ON THE EAST- 20 feet common passage & Premises No.1992 Mukundapur

ON THE WEST- Premises No.1985, Mukundapur.



জ্ঞানপ্রসন্ন
 দেবনাথ প্রামাণিক
 Pralima Chhatri
 শ্রীমতি এন্থি
 Anath Pramanik
 Motilal Mondal

Bidhuti Bhanu
 বাসী প্রামাণিক
 শ্রীমতি প্রামাণিক

An
 শ্রীমতি প্রামাণিক

Deponent
 Bidhan ch Sarker.
 Jayanti
 Mondal. Tarak Pramanik

VERIFICATION

We, the above-named deponents, do hereby verify that the statements made in paragraphs 1 to 10 above are true and correct to our knowledge and belief and nothing material has been concealed therefrom.

Verified at **Kolkata** on this _____ day of _____, 20_____

শ্রীমতি এন্থি
 Anath Pramanik
 Pralima Chhatri
 Motilal Mondal

Bidhuti Bhanu
 বাসী প্রামাণিক
 শ্রীমতি প্রামাণিক

An
 শ্রীমতি প্রামাণিক

Deponent
 Bidhan ch Sarker.
 Jayanti
 Mondal. Tarak Pramanik

Affidavit.....
Solemnly affirmed before me this day of 20 month 2026/21 by the declarant of proper identification of the swaror.

[Signature]
Judicial Magistrate
1st Class, Alipore

[Signature]
Advocate
TAPAS SAHA
ADVOCATE
Alipore Criminal Court
Enrol. No. WB-197/2001