

01/20/2025

I-091/2025



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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Certified that the document is signed and the
Registration. The signature should read the
document and the document should be the part of this document

06/01/2025
Q-2000012999/2025



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into on 31st day of December, Two Thousand and Twenty-Four (2024);

BETWEEN

33597

24 MAY 2024

No..... ₹ 100/- Date.....

Name : Jalan Builders Pvt. Ltd.

Address : 2, A.C. Ganguly Sarani

Vendor :

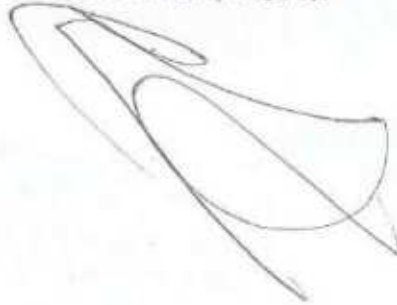
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS

STAMP VENDOR

Alipore Police Court, KOI-27

KOI-201



Sahil Dhor
s/o, Late R. Dhor
Nitya Nayar
Koi-75



(1) **JAI MATADI PLAZA PRIVATE LIMITED** (PAN: **AABCJ6871G** & CIN: **U70101WB2005PTC106557**), a company incorporated under the Companies Act of 1956 as amended on 2013, having its registered office at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, previously situated at 122, J.N. Mukherjee Road, Ghusuri, Howrah-711107 and represented by its Authorised Signatory **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, (2) **NARAYAN NIKETAN PRIVATE LIMITED** (PAN: **AACCN3198H** & CIN: **U70101WB2005PTC106555**), a Company incorporated under the Companies Act of 1956 as amended on 2013, having its registered office at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, previously situated at 122, J.N. Mukherjee Road, Ghusuri, Howrah-711107 and represented by its Director **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, (3) **TULSI ABASAN PRIVATE LIMITED** (PAN: **AACCT4671K** & CIN: **U70101WB2005PTC106565**), a company incorporated under the Companies Act of 1956 as amended on 2013, having its registered office at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, previously situated at 122, J.N. Mukherjee Road, Ghusuri, Howrah-711107 and represented by its Director **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, (4) **JALAN HI-MECH PRIVATE LIMITED** (PAN: **AAACJ6553G** & CIN: **U70102WB1994PTC062987**), a company incorporated under the Companies Act, 1956 as amended on 2013, having its registered office

at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, previously situated at 238A, A.J.C. Bose Road, 2nd Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020 and represented by its Authorised Signatory **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, **(5) MAA DURGA ABASAN PRIVATE LIMITED** (PAN: **AAFCM6137L** & CIN: **U51101WB2007PTC118812**), a company incorporated under the Companies Act, 1956 as amended on 2013, having its registered office at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, previously situated at 236B, A.J.C. Bose Road, 2nd Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020 and represented by its Authorised Signatory **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, **(6) JALAN NIKETAN PRIVATE LIMITED** (PAN: **AABCJ1715B** & CIN: **U45210WB1999PTC089125**), a company incorporated under the Companies Act, 1956 as amended on 2013, having its registered office at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore,, Kolkata-700020, previously situated at 238A, A.J.C. Bose Road, 2nd Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020 and represented by its Authorised Signatory **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, AND **(7) NEO SEAMLESS TUBES LIMITED** (PAN: **AACCN4345E** & CIN: **U27202WB2007PLC112454** a Company incorporated under the Companies

Act, 1956 as amended on 2013 having its registered office at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th & 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-7000020, previously situated at 236B, A.J.C. Bose Road, 2nd Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-7000020, represented by its Authorised Signatory **Mr. Nikhil Chakraborty** (PAN: **AMLPC0560G** and Aadhaar No. **7977 5550 3655**) son of Late Nirmal Chakraborty, residing at 16, Chittaranjan Park, Post Office Jadavpur University, Police Station Jadavpur, Kolkata-700032, West Bengal, having been duly authorised in pursuance of a Resolution of the Board of Directors on dated 02.05.2024, hereinafter collectively referred to as the **LAND OWNERS** (which term or expression in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their successor in office and interest, legal representatives, executors, administrators and assigns) of the **ONE PART**;

AND

JALAN BUILDERS PRIVATE LIMITED (PAN: **AABCJ7754Q**) also a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at 2, O.C. Ganguly Sarani, '**ALTITUDE**', 10th and 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020 and represented by its Director **Mr. Pratiik Jalan** (PAN: **AGYPJ5046R** and Aadhaar No. **2770 0806 1311**) son of Shri Brij Mohan Jalan, residing at 9, Lovelock Place, '**ORBIT PALACE**', Post Office & Police Station Ballygunge, Kolkata- 700019, having been duly authorized in pursuance of a Resolution of the Board of Directors dated 02.05.2024, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest successor in office, respective heirs, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

The Land Owners and **The Developer** shall hereinafter be referred to as such or collectively as "**Parties**" and individually as "**Party**".

W H E R E A S:

1. By a Deed of Conveyance dated 25th July, 2008 and registered at the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas in Book No. 1, CD Volume No. 22, Pages from 4296 to 4313, Being No. 07843 for the year 2008 said **JAI MATADI PLAZA PRIVATE LIMITED** i.e. **Land Owner No. 1** mentioned hereinabove, purchased 1/3rd undivided share of 174 decimal land equivalent to 58 decimal more or less lying and situated at R.S. Dag Nos. 587, 588 & 591 corresponding to L.R. Dag Nos. 567, 568 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 1383, under Mouza-Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat (which is more fully and particularly described in **PART I** of the **FIRST SCHEDULE** written herein below).

2. By a Deed of Conveyance dated 25th July, 2008 and registered at the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas in Book No. 1, CD Volume No. 22, Pages from 4278 to 4295, Being No. 07841 for the year 2008 said **NARAYAN NIKETAN PRIVATE LIMITED** i.e. **Land Owner No. 2** mentioned hereinabove, purchased 1/3rd undivided share of 174 decimal land equivalent to 58 decimal more or less lying and situated at R.S. Dag Nos. 587, 588 & 591 corresponding to L.R. Dag Nos. 567, 568 & 571, L.R. khatian No. 380 & 418, New L.R. Khatian No. 1384, under Mouza-Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat (which is more fully and particularly described in **PART II** of the **FIRST SCHEDULE** written herein below).

3. By a Deed of Conveyance dated 25th July, 2008 and registered at the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas in Book No. 1, CD Volume No. 22, Pages from 4260 to 4277, Being No. 07834 for the year 2008 said **TULSI ABASAN PRIVATE LIMITED** i.e. **Land Owner No. 3** mentioned hereinabove, purchased 1/3rd undivided share of 174 decimal land equivalent to 58 decimal more or less lying and situated at R.S. Dag

Nos. 587, 588 & 591 corresponding to L.R. Dag Nos. 567, 568 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 1382, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat (which is more fully and particularly described in **PART III** of the **FIRST SCHEDULE** written herein below).

4. By a Deed of Conveyance dated 3rd November, 2017 and registered at the office of the Additional District Sub-Registrar, Gorla, South 24 Parganas in Book No. 1, Volume No. 1629-2017, Pages from 109366 to 109401, Being No. 162904213 for the year 2017 said **JALAN HI-MECH PRIVATE LIMITED**, i.e. **Land Owners No. 4** mentioned hereinabove, purchased 1/4th undivided share of 49.65 decimal land equivalent to 12.41 decimal, may be a little more or less, lying and situated at R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2835, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limit of Kamrabad Gram Panchayat (which is more fully and particularly described in **PART IV** of the **FIRST SCHEDULE** written herein below).
5. By a Deed of Conveyance dated 3rd November, 2017 and registered at the office of the Additional District Sub-Registrar, Gorla, South 24 Parganas in Book No. 1, Volume No. 1629-2017, Pages from 109366 to 109401, Being No. 162904213 for the year 2017 said **MAA DURGA ABASAN PRIVATE LIMITED**, i.e. **Land Owners No. 5** mentioned hereinabove, purchased 1/4th undivided share of 49.65 decimal land equivalent to 12.41 decimal, may be a little more or less, lying and situated at R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2805, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limit of Kamrabad Gram Panchayat (which is more fully and particularly described

in **Part V** of the **First Schedule** written herein below).

6. By a Deed of Conveyance dated 3rd November, 2017 and registered at the office of the Additional District Sub-Registrar, Gorla, South 24 Parganas in Book No. 1, Volume No. 1629-2017, Pages from 109366 to 109401, Being No. 162904213 for the year 2017 said **JALAN NIKETAN PRIVATE LIMITED**, i.e. **Land Owners No. 6** mentioned hereinabove, purchased 1/4th undivided share of 49.65 decimal land equivalent to 12.41 decimal, may be a little more or less, lying and situated at R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2833, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limit of Kamrabad Gram Panchayat (which is more fully and particularly described in **Part VI** of the **First Schedule** written herein below).
7. By a Deed of Conveyance dated 3rd November, 2017 and registered at the office of the Additional District Sub-Registrar, Gorla, South 24 Parganas in Book No. 1, Volume No. 1629-2017, Pages from 109366 to 109401, Being No. 162904213 for the year 2017 said **NEO SEAMLESS TUBES LIMITED**, i.e. **Land Owners No. 7** mentioned hereinabove, purchased 1/4th undivided share of 49.65 decimal land equivalent to 12.41 decimal, may be a little more or less, lying and situated at R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2834, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limit of Kamrabad Gram Panchayat (which is more fully and particularly described in **Part VII** of the **First Schedule** written herein below).
8. **THE PART I, II, III, IV, V, VI AND VII of the FIRST SCHEDULE** written herein below (hereinafter collectively called and referred to as the **SAID PROJECT LAND**).

9. Now, the Owners herein are desirous to enter into a Development Agreement with the Developer herein with respect to the Said Project Land i.e. **ALL THAT** the piece and parcel of land measuring **223.65 decimal**, may be a little more or less, contained in R.S. Dag Nos. 587, 588 & 591, corresponding to L.R. Dag Nos. 567, 668 & 571, New L.R. Khatian Nos.1383,1384, 1382, 2835, 2805, 2833 and 2834, under Mouza-Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat, more fully described in **THE PART I, II, III, IV, V, VI AND VII of the FIRST SCHEDULE** written herein below by development and construction of **A & B BLOCK G+IV STORIED, C BLOCK G+III STORIED RESIDENTIAL BUILDING(S) AND G+III STORIED COMMERCIAL BUILDING(S)** on the said Project Land (hereinafter collectively referred to as **SAID PROJECT**) for their mutual benefit.

10. The parties intend to record the said agreement in writing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:-

1. DEFINITIONS :

Unless in this agreement there be something contrary or repugnant to the subject or context, the following words shall have the following meanings:-

ACT OR SAID ACT shall mean the Real Estate Regulation Act, 2016 (RERA) or any other act or law as may be applicable to the Said Complex and wherever the context so permits include the rules framed thereunder and notifications passed in connection therewith;

APPLICABLE LAW shall mean all the applicable laws and all subsequent related enactments and amendments thereof including Transfer of Property Act, 1882, Real Estate Regulation Act, 2016 (RERA), The West Bengal Real Estate (Regulation and Development) Rules, 2021, all other applicable development control

regulations, rules, enactments, amendments, orders, ordinance, guidelines, policies, notices, notifications, directions, conditions of any regulatory approval or license issued by a government authority and orders, judgments and other requirements of any statutory and regulatory authority;

APPROVALS shall mean all the necessary approvals, permissions, sanctions, authorizations, consents, licenses, exemptions, intimation of disapprovals, commencement certificate, occupancy certificates, completion certificate, sanctions of layout plans (and any amendments thereto), sanctions of building plans (and any amendments thereto), as may be applicable and/or required for the development / redevelopment of the Said Project Land;

APPROPRIATE AUTHORITIES shall according to the context mean all or any of the Central or State Government or any department thereof and/or its officers and functionaries and also all other State, Executive, Judicial or Quasi-Judicial authorities, Local Authority, Government Company, Statutory Bodies and/or other authorities and include District Magistrate, Planning Authority, Development Authority, Collector, Real Estate Authorities, Fire Brigade, West Bengal Land Reforms Authority, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Airport Authority, Police Authorities, Law Enforcement Authorities, Pollution Control Authorities, Fire Service Authorities, Insurance Companies, Income Tax Authorities, Goods and Service Tax Authorities, Courts, Tribunals, Judicial and Quasi-Judicial authorities and forums having jurisdiction over the relevant activity and include the concerned Service/Utility Providers for electricity, water, drainage, sewerage, lift, generator, telecom, television, wireless connectivity, digital and other utilities whatsoever or howsoever.

ADVOCATE shall mean Mr. Udayan Ray, Advocate, of 70A, S.N. Roy Road, Geetanjali Kuthi, Flat No. 3B, 3rd Floor, P.S. New Alipore, P.O. Sahapur, Kolkata – 700038 as the Project Advocate for the Said Project.

ARCHITECT shall mean such person or persons or firm or firms who may be appointed by the Developer as the Architect for the Said Project.

ENGINEER shall mean such person or persons or firm or firms who may be appointed by the Developer as the Engineer for the Said Project.

CHARTERED ACCOUNTANT shall mean such person or persons or firm or firms who may be appointed by the Developer as the Chartered Accountant for the Said Project.

ASSOCIATION shall mean any company under the Companies Act, 2013 or any Association formed under the provisions of the West Bengal Apartment Owners Association Act, 1972 or any Syndicate or Committee or registered Society as may be formed by Developer for the Common Purposes, facilities and amenities and for maintenance thereof having such rules, regulations, by-laws and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

NEW BUILDING/BUILDINGS shall mean any building(s) and/or structure(s) and/or complex whether residential or commercial consisting of self-contained independent Units along with car parking spaces, common areas, and other common facilities and amenities to be constructed on the Said Land according to the Building Plan sanctioned by the by the sanctioning authority or any other relevant authority and in consonance with all other connected and/or related permissions and approvals as and when necessary.

BUILDING PLAN shall mean the plan for construction of the new building(s) both residential and/or commercial and other structures and/or complex constructed on the Said Land as may be sanctioned, permitted and/or allowed by the appropriate authority(ies), together with all modifications and /or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer and/or its authorized agent(s).

CAR PARKING SPACE shall mean all the spaces in the part(s) and/or portions at the basement and/or ground floor level, whether open or covered, of the Said Project expressed or intended to be reserved for parking of motor cars/ scooters and/or any other vehicle as the Developer may deem fit and proper.

CLOSING DATE shall mean the date, after receiving the notice and/or certificate of completion as provided herein and/or as per the provisions of law and realization of their proportionate revenue from the concerned Project Bank Account(s), on which the Owners and Developer will mutually decide to close the rights and obligations under this Agreement.

COMMON AREAS, FACILITIES AND AMENITIES shall mean and include all corridors, lift lobbies, hallways, stairways, internal and external passages, passage-ways, pump house, roofs of the buildings or part(s) thereof, overhead water tanks, water pumps and motors, drive-ways, common lavatories, Generator, transformer, lift headroom, Effluent Treatment Plant, Fire Fighting systems, Club house, if any, rain water harvesting areas, all other installations for common use and facilities for the said project, which may be decided by the Developer in its discretion and provided by the Developer and required for establishment, location, enjoyment, provisions, maintenance and/ or management of the said project as are mentioned in the **Second Schedule** hereunder written.

COMMON EXPENSES shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services in common to the transferees and all other expenses for and/or related to the Common Purpose including those mentioned in the Third Schedule hereunder written to be contributed, borne, paid and shared by the transferees. Provided however the charges payable on account of Generator, Electricity etc. consumed by or within any Unit shall be separately paid or reimbursed to the Maintenance in-charge.

COMMON PURPOSES shall mean and include the purpose of managing, maintaining and up keeping the Complex as a whole in particular the Common Areas, Facilities and Amenities, rendition of common services in common to the transferees and/ or the occupants in any other capacity, collection and disbursement of the Common Expenses and administering and dealing with the matters of common interest of the transferees and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

SAID PROJECT shall mean the Residential and Commercial Buildings and structure(s) and/or Complex with open areas to be constructed, erected and completed on the Project Land as deemed fit by the Developer in terms of this Agreement and the Building Plan(s) and/or other approvals and/or sanctions obtained from the concerned authority/authorities.

COMPLETION DATE shall mean the date of completion of the execution of the Said Project by the Developer.

DATE OF COMMENCEMENT OF LIABILITY OF THE TRANSFEREE shall mean the date on which transferees of the units take actual physical possession of their allocation in each unit after fulfilling all their liabilities and obligations in terms hereof or the date next after expiry of the Completion Certificate or Occupancy Certificate for such unit irrespective of whether transferees of the units take actual physical possession or not, whichever is earlier.

DEPOSITS/ EXTRA CHARGES/TAXES shall mean all the amounts to be deposited / paid by transferees of the units or their respective transferees as the case may be to the Developer in respect of their allotments in the Said Project.

DEVELOPER'S SHARE shall mean **76% (Seventy Six Percent) of the Gross Sales Revenue** and/or income and/or revenue generated from the sale and/or lease of various, units, apartments and/or constructed spaces/ villas / plotted developments of the new development to be constructed on the said land.

GROSS SALES REVENUE shall mean and include all the amounts to be received by the Developer towards consideration for the sale of units, apartments and/or constructed spaces, row houses/villas, prime location charges, floor rise charges (if any), car parking space whether open or covered, in the Said Project but shall not include the GST or any other present and future tax payable on sale of the units, as applicable, collection of various extras and deposits mentioned hereunder, society membership fees, stamp duty, registration fee and other incidental and allied costs, expenses of all deeds, documents, agreements, collected from the transferee/ purchaser, usage charges, club membership charges, display

of advertisement charges and any other charges or revenue collected by whatever name called in the Said Project.

MAINTENANCE-IN-CHARGE shall mean any company under the Companies Act, 2013 or a Committee as may be formed by Developer for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained and shall include the Developer or such agency or any outside agency to be appointed by the Developer till the formation of such body and handing over charge of the Complex by the Developer to such body for the Common Purposes having such rules, regulations and restrictions as may be deemed proper and necessary by the Developer not inconsistent with the provisions and covenants herein contained.

MARKETING shall mean all marketing purposes for selling, leasing, letting out or otherwise dealing with any unit/space in the said project to any transferee or tenant or licensee or lessee as the case may be for owning or occupying any unit, apartment, row houses/villas and/or constructed space by the Developer.

MARKETING EXPENSES shall mean all expenses relating to or in connection with marketing of the Saleable Spaces comprised in the Said Project, such as, fees or brokerage of Marketing Agent, advertisement expenses and such other related and/or connected expenses.

OWNERS' SHARE shall mean **24% (Twenty Four Percent) of the Gross Sales Revenue** (Owner Nos. 1 to 3 shall get 18% in total, each having 6% and Owner Nos. 4 to 7 shall get 6% in total, each having 1.5%) generated from the sale and/or lease of various, units, apartments and/or constructed spaces of Said Project to be constructed on the said land.

PLAN shall mean the plan to be sanctioned by the appropriate Sanctioning authority as the case may be Together with all modifications and/or alterations thereto and/or revisions thereof from time to time made or to be made by the Developer either under advice or on the recommendation of the Architect or agreed upon between the parties from time to time and approved by the sanctioning

authorities.

PROPORTIONATE OR PROPORTIONATELY according to the context shall mean the proportion in which the built up area of any Unit or Units may bear to the built-up area of all the Units in the Said Project.

PROJECT LAND shall mean **ALL THAT** the piece and parcel of land measuring **223.65 decimal**, more or less, contained in R.S. Dag Nos. 587, 588 & 591 corresponding to L.R. Dag Nos. 567, 668 & 571, New L.R. Khatian Nos. 1383, 1384, 1382, 2835, 2805, 2833 & 2834, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat, more fully described in **THE PART I, II, III, IV, V, VI & VII of the FIRST SCHEDULE** written herein below.

SAID SHARE shall mean the undivided proportionate indivisible part or share in the said land as in the context would become applicable.

SALEABLE SPACES shall mean all the areas comprised in the Units on the basis of carpet area, car parking space including open and closed car parking spaces, Signage Space or any other area or space or any right in any area of space in the Said Project which is capable of being sold and/or transferred and/or conveyed by the parties hereto.

FLATS/APARTMENTS/UNITS shall mean and include the various residential flats units apartments constructed spaces with or without car parking spaces along with proportionate share of common areas, facilities and amenities forming part of the Said Project to be held and/or enjoyed by various intending purchaser/s and/or transferee/s.

COMMERCIAL SPACE/SHOPS shall mean and include the various commercial spaces and/or areas, commercial units, shops and/or any spaces with or without car parking spaces along with proportionate share of common areas, facilities and amenities forming part of the Said Project to be held and/or enjoyed by various intending purchaser/s and/or transferee/s.

SPECIFICATION shall mean the specification for construction of the said Project as mentioned in the Third Schedule hereunder written subject to the alterations or modifications as may be suggested or approved by the Architect/Developer.

TITLE DEEDS shall mean the documents of title/ownership of the Owners in respect of the said land.

TRANSFER with its grammatical variations shall include transfer by possession and by other means adopted for effecting what is understood as a transfer of saleable space units, spaces, areas, villas and bungalows or row houses to the transferees thereof as per law.

TRANSFeree/PURCHASER/ALLOTTEE according to the context shall mean all the prospective or actual allottees and/or transferees who would agree to acquire any of the Saleable Spaces including any unit and/or spaces and/or car parking spaces whether open or covered in residential and/or commercial area or take on rent or lease any unit and/or spaces and/or car parking spaces whether open or covered in the residential and/or commercial area in the Said Project.

2. INTERPRETATION:

In this agreement save and except as otherwise expressly provided -

- i) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties require and the verb shall be read and construed as agreeing with the required word and pronoun.
- ii) The division of this agreement into headings is for convenience of reference only and shall not modify or affect the interpretation or construction of this agreement or any of its provisions.
- iii) When calculating the period of time within which or following which any act is to be done or step taken pursuant to this agreement, the date which is the reference day in calculating such period shall be excluded. If the last day of such period is not a business day, the period in question shall end on the next business day.

- iv) All references to section numbers refer to the sections of this agreement, and all references to schedules refer to the Schedules hereunder written.
- v) The words 'herein', 'hereof', 'hereunder', 'hereafter' and 'hereto' and words of similar import refer to this agreement as a whole and not to any particular Article or section thereof.
- vi) Any reference to any act of Parliament or State legislature in India whether general or specific shall include any modification, extension or enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws, terms or direction any time issued under it.
- vii) This Agreement does not create, constitute, assume any kind of sale or transfer of the said land in favour of the Developer.

2. OWNERS' REPRESENTATIONS AND WARRANTIES: The Owners have represented and warranted to the Developer as follows: -

- (a) The Owners are all seized and possessed of and well and sufficiently entitled to the said land more fully described in **THE PART I, II, III, IV, V, VI AND VII of the FIRST SCHEDULE** written herein below. No person other than the Owners above-named have any right, title and/or interest, of any nature whatsoever in the said land or any part thereof.
- (b) The Owners have a good and marketable title in respect of the said land free from all encumbrances, charges, liens, lispendens, attachments, liabilities, trust of whatsoever nature.
- (c) The Owners shall not do nor permit any one to do any act, deed, matter or thing which may affect the development, construction and marketability of the said Project or which may cause charge, encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the said land or the said Project.
- (d) The said land or any part thereof is not affected by any requisition or

acquisition or alignment of any authority or authorities under any law and/or otherwise and no notice or intimation about any such proceedings have been received or come to the notice of the Owners 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.

- (e) No suit and/or any proceedings and/or litigations are pending against the Owners in respect of the said land or any part thereof and that the said land is not involved in any civil, or arbitration proceedings and no such proceedings and no claims of any nature (whether relating to directly or indirectly) are pending by or against the Owners in respect of the said land and in respect whereof the Owners may become liable to indemnify the Developer and as far as the Owners are aware there are no facts likely to give rise to any such proceedings.
- (f) The Owners have full right, power and absolute authority to enter into this Agreement.
- (g) Subject to what has been stated in this Agreement, the Owners have not done and shall not do nor permit to be done, anything whatsoever that would in any way impair, hinder and/or restrict the sole and exclusive appointment of and grant of rights to the Developer under this Agreement.
- (h) There is no dispute with any revenue or other financial department of State or Central Government or elsewhere in relation to the affairs of the said land and there are no facts, which may give rise to any such dispute.
- (i) The Owners represent that there are no pending statutory compliances in respect of the said land.
- (j) The Owners will hand over the vacant possession butted and bounded to the developer within 3 (three) months of execution of this Agreement. The owners agree that the Dag Numbers and quantum within each dag will be converted, the details of which are given in the Sixth Schedule below, within 6 months of execution of this agreement.

4. DEVELOPER'S REPRESENTATION AND WARRANTIES:

The Developer has represented and warranted to the Owners that the Developer is carrying on the business of construction and development of real estate and has sufficient infrastructure, expertise and resources in this field.

5. BASIC UNDERSTANDING:

The Owners have agreed to grant exclusive and uninterrupted right of construction, execution, development, marketing and transfer of the Said Project and every part thereof on the said land unto and in favour of the Developer and the Developer has agreed to construct, execute, develop, promote, market and transfer the Said Project and every part thereof in accordance with the Approved and/or Sanctioned Plan and the Specifications with an object and intent that the Saleable Spaces, comprised in the Said Project, shall be sold and/or leased and/or transferred and the Gross Sales Revenues and/or All Revenues generated therefrom shall be shared by and between the parties hereto on the terms and conditions stated herein.

6. COMMENCEMENT AND DURATION:

This Agreement commences and shall be deemed to have come in force on and with effect from the date of execution of this Agreement, mentioned above (commencement date) and this Agreement shall remain valid and in force till the obligations of the Parties towards each other stand fulfilled and performed and until such time the Said Project is completed in all regards or till this Agreement is terminated in the manner as stated in this Agreement.

7. AUTHORITY TO ENTER:

Upon execution of this Agreement and simultaneously with the conversion and erection of the boundary at the said land the possession of the said Land shall be made over to the Developer by the Owners only as a licensee and such possession shall not be deemed to be a transfer under the Income Tax Act or possession under section 53A of Transfer of Property Act, 1882. The Owners shall also allow the Developer to enter the said land for carrying out the works for development of the

said land for the purpose of construction and development of the Said Project in terms of this Agreement.

8. STEPS FOR DEVELOPMENT OF THE SAID PROJECT ON THE SAID LAND:

- (a) The Parties have mutually decided the scope of the Said Project i.e. the development of the land to comprise in the Said Project by construction of Buildings both residential and commercial etc. thereon and further such other commercial exploitation of the said land and/or the Said Project as may be decided by the Developer. The Developer has conceptualized the project to be residential and may develop a part of the project for commercial purpose or semi commercial purposes.
- (b) By virtue of the rights hereby granted the Developer is irrevocably and unconditionally authorized to build upon and commercially exploit the Project land by (1) constructing Residential and Commercial Buildings as per the Sanction and Building Plans and (2) dealing with the spaces in the Said Project with corresponding undivided proportionate share in the said land comprised in the Said Project.
- (c) The Owners shall get the mutation of the said land done in their own names, after removal of barga (if any) or any other encumbrance on the land, in the records of Block Land and Land Reforms Office at their own costs and expenses.
- (d) The Owners shall at their own costs and expenses do the conversion and/or get the nature of land changed from Sali or any other nature to Bastu and/or Bahutal and/or any other nature (change in mode of use or change in classification) in the records of the concerned Block Land and Land Reforms Office. However, it is mutually agreed between the Parties that the Developer shall, if required, assist in the conversion process on behalf of the Owners.
- (e) The Developer shall at its own costs and expenses prepare the plans for construction of both residential and commercial buildings in the said project

as per the sanction and building plan and shall have the same sanctioned from the appropriate sanctioning authority for the time being in the names of the Owners at the cost and expenses of the Developer.

- (f) All other permissions, approvals, sanctions, no-objections and other statutory formalities for sanction of plan would also be obtained by the Developer at its cost and expenses.

9. DEVELOPMENT RIGHTS: shall mean, in addition to what has been provided for elsewhere in this Agreement, the entire exclusive development rights of the said Project on the said land and shall include (but not be limited to), *inter alia*, the right, power, entitlement, authority, sanction and permission to:

- a. enter into of the said land and every part thereof for the purpose of developing the Project;
- b. to exercise full, free, uninterrupted, exclusive and irrevocable marketing rights in respect of the saleable areas of the Project by way of sale, or any other manner of transfer or creation of third party rights therein, have control with respect to the pricing of the saleable area (in consultation with the Owners) to be constructed on the said land and enter into agreements with such intending Purchasers as it deems fit and on such marketing or sale, to receive at the first instance the entire sale proceeds including the Owners share as per the terms herein and issue receipts and hand over ownership, possession, use or occupation of the saleable area and proportionate undivided interest in the land underneath the said land.
- c. The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners construct, develop, erect and complete the New Buildings in pursuance to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the Third Schedule hereunder and/or as be recommended by the Architects from time to time (collectively Specifications) and remain in possession and peaceful enjoyment of the said Land or any part thereof until the completion of development of the said Project and marketing or sale of the saleable areas

on the said land and every part thereof at their own cost;

- d. apply for and obtain all permissions, clearances, No objections, approvals and sanctions of plan in respect of the construction and development (including fees of the architects, surveyors or consultants relating thereto), that are required to be obtained by the Developer in terms of this Agreement at their own cost and pay the planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
- e. appoint, employ or engage lawyers, advocates, architects, surveyors, engineers, contractors, sub-contractors, labour, workmen, personnel (skilled and unskilled) or other persons to carry out the development work and to pay the wages, remuneration and salary of such persons;
- f. make payment and receive the refund of all deposits, or other charges to and from all public or Governmental Authorities or public or private utilities relating to the development of the said Land paid by the Developer;
- g. make applications to the concerned Government Authority or semi-government authority in respect of, and to carry out, all the infrastructure work including filling, leveling, water storage facilities, water mains, sewages, storm water drains, recreation garden, boundary walls, electrical transformer and all other common areas and facilities for the proposed New Buildings to be constructed on the said land as may be required by any Approval, layout plan, or order of any Government Authority or semi-government authority and acquire relevant Approvals for obtaining water and electricity connections and Approvals for purchase of cement, steel and other building materials, if any, as the Developer deems fit at their own cost;
- h. deal with, appear before and file applications, declarations, certificates and submit/ receive information with, as may be required under the Applicable Law, any Government Authority in relation to the Project necessary for the full, free, uninterrupted and exclusive development and construction of Said

Project on the said land.

- i. carry out and comply with all the conditions contained in the Approvals and/or Sanctions as may be obtained from time to time;
- j. launch the Said Project for sale of the units of the Said Project;
- k. execute all necessary, legal and statutory writings, agreements and documentations for the exercise of the Development Rights and in connection with all the marketing, or sale of the saleable areas to be constructed on the said Land as envisaged herein;
- l. manage the said land and the property and facilities/ common areas constructed upon the said land and/or to transfer/assign the right/duty of maintenance to any third party and to retain all benefits, consideration etc. accruing from such maintenance of the said Project;
- m. be responsible for and take appropriate actions, steps and seek compliances, Approvals and exemptions under the provisions of the Applicable Laws;
- n. demarcate the common areas and facilities, and the limited common areas and facilities in the Said Project at the sole discretion of the Developer, as per the lay out plan and applicable law and to file and register all requisite deeds and documents under the West Bengal Apartment Ownership Act, 1972, as amended upto date and/or any other law for the time being in force with the competent authority;
- o. generally, to do any and all other acts, deeds and things that may be required for the exercise of the Development Rights.
- p. hold, occupy, enter upon and use the said land for the purposes of development of the said land by constructing New Buildings as per the sanction and building plans thereat at its own cost and expense and such other development and construction therein or thereon as may be necessary or appropriate for the purpose of the Said Project.

- q. appoint reputed contractors, sub-contractors or agents and enter into agreements for implementing the development and making available the various promised facilities and amenities.
- r. establish, provide or procure, install, construct, as the context admits or requires, and operate the facilities.
- s. carry out such other activities incidental to the foregoing acts or appropriate or desirable for the safe, efficient and economic implementation of the proposed development.

It is however made clear that in carrying out any of the activities mentioned hereinabove or in exercising any of the rights conferred upon the Developer herein, the Developer shall not fasten any liability on the Owners and shall keep the Owners safe, harmless and indemnified against all liabilities, civil or criminal, and all costs, charges and expenses arising therefrom.

10. CONSTRUCTION OF THE SAID PROJECT AND COMMERCIAL EXPLOITATION OF SAID LAND:

- a. Immediately after completion of execution of the Said Project, the Developer shall give a notice of completion of the Said Project to the Owners and the date on which the owners receive the notice of completion is hereinafter referred to as the Completion date. Completion of the Said Project with Completion Certificate and Occupancy Certificate shall always mean and include completion and installation of amenities and facilities as promised and forming part of the Said Project by the Developer to the intending purchasers and also the Owners.
- b. The Developer shall, at its own costs and expenses, construct, develop, erect and complete the New Buildings in pursuance to the final plans to be sanctioned by sanctioning authorities and as per the specifications mentioned in the Third Schedule hereunder and/or as be recommended by the Architects from time to time (collectively Specifications) and remain in possession and peaceful enjoyment of the said Land or any part thereof until the completion of development of the Said Project and marketing or sale of the saleable areas of the Said Project and every

part thereof at their own cost;

c. The decision of the Architects regarding the calculation of the floor area ratio and the super built-up, built-up and carpet area and all aspects of construction including the quality of materials as per specifications shall be final and binding on the Parties.

d. The Developer shall at its own costs install and erect in the new Buildings, pump, water storage tanks, overhead reservoirs, water and sewage connection and all other necessary amenities.

e. The Developer is hereby authorized to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities required for the construction of the New Buildings but under no circumstances will the Owners be responsible for the price/value, storage, payment and quality of the building materials.

f. The Developer shall be authorized in the names of the Owners to apply for and obtain temporary and permanent connections of water, electricity, drainage and sewerage.

11. TOTAL DEVELOPMENT COSTS: The Developer shall solely be liable to incur, bear and pay the entirety of the costs of development and construction including, without limitation, the items of costs and expenses listed below:

- (a) the costs of obtaining of all permissions, clearances, no objections, approvals and sanctions of plan in respect of the development including fees of the architects, surveyors or consultants relating thereto together with planning and building regulation fees, fees payable to statutory undertakers and other fees necessary to secure all required consents and any costs in entering into and complying with any agreement or any legislature of similar nature;
- (b) the costs of investigations, surveys, and tests in respect of soil, drains, and structures;
- (c) the costs including wages, salaries, fees and remuneration as maybe required

to be incurred and/or payable to architects, professionals, surveyors, contractors, masons, mistris, engineers, quantity surveyors or others engaged in respect of the development work and/or construction of the new building(s);

- (d) all rates, water rates, or any other outgoings or impositions assessed in respect of the said land on the owners or occupiers of it in respect of the Development and all costs of construction of the new building/bungalows/villas;
- (e) the pre-development costs and all other sums required to be incurred, paid and spent in relation to commencing, carrying out and completing the Development work and construction of the proposed new building/project including providing of services thereat;
- (f) all costs and interests on the finance, which the Developer may avail for undertaking development work and/or construction of the proposed new building(s) and/or structures of the Said Project.

11.1 Notwithstanding anything to the contrary contained in this Agreement, it is agreed and made clear that the owners will not be liable to contribute and pay any amount(s) towards the pre-development costs and/or the total development costs.

12. SANCTION OF PLAN

12.1 Immediately after the execution of this Agreement or soon thereafter, the Developer shall cause a map or plan to be prepared for submitting the same to Zilla Parishad/Panchayat/any other competent authority for obtaining sanction of the same. Prior to the submission of the said Plan to the authorities concerned for sanction, the Developer would make over a copy of the plan to the Owners for their approval, whereupon the Owners would approve the same within 30 days from the receipt of the copy of the plan. In the event of any of the Owners having any suggestion or suggesting any alterations to the Plan and if such suggestions are lawful and/or beneficial to the project and/or results in optimization of the constructed area and/or

adds value to the project then and in that event such suggestions of the Owners or any of them would be incorporated in the Plan. In the event the Owners fail to make any suggestions within 30 days from the receipt of copy of the plan(s) as aforesaid the plans shall be deemed to have been approved by the Owners.

- 12.2 All costs, charges and expenses for preparation of the said Plan including the architect's fees and sanction fees shall be paid, borne and discharged by the Developer and in no event the Owners shall be liable to contribute any amount on this account. On sanction of the Plan, the developer would furnish a copy thereof to the owners.
- 12.3 The Developer shall apply at its own costs apply for obtaining necessary plans to be sanctioned by the Zilla Parishad/Panchayat/any other competent authority for the development of the said land and construction of the proposed new building(s) of the Said Project at the said land immediately the Owners providing to the Developer the relevant documents showing conversion of the land.
- 12.4 The Developer shall keep the Owners posted of all major developments relating to the sanction of the Building Plan such as the date of submission of the Building Plan, date of receipt of intimation from the authorities for payment of sanction fees, date of payment of sanction fees and the date of receipt of the sanctioned Building Plan. The Developer shall make over a copy of the sanctioned Building Plan to the representatives of the Owners immediately upon receipt of the same from the authorities.
- 12.5 Notwithstanding anything to the contrary contained in this Agreement, the parties have agreed that in case of any of the under-mentioned events the Owners shall be entitled to cancel and/or terminate this agreement: -
 - a) If the Developer fails to obtain the sanctioned Building Plan within a period of 6 (six) months from the date of the Owners converting the nature of land suitable for the said development and construction of the Said Project;

- b) If the Developer fails to commence the construction within a period of 3 (three) months from the date of obtaining of the sanctioned building plan.

12.6 In case of cancellation of the instant Agreement the Developer shall forthwith hand over to the Owners the vacant possession of the said land made available to them by the Owners and simultaneously the Owners would refund to the Developer the entire amount as may till then be paid to them towards security deposit by the Developer and thereupon, the Developer shall cease to have any right in respect of the said land and/or under the instant Development Agreement and further neither of the parties hereto shall have any claim against the other party.

13. GRANT OF DEVELOPMENT RIGHTS : On issuance of the sanction of Plan by the authorities and also of all other permissions by the authorities concerned and further the owners converting the nature of land as per the requirement of the Said Project, the Developer shall undertake the development of the said land and construction of the Said Project thereon as follows: –

- (i) immediately commence and proceed diligently to execute and complete the development of the said land and Construction of the new buildings for the purpose of the Said Project.
- (ii) complete the development work and/or construction of the new building/s in a good and workmanlike manner and by use of good quality materials and the same as per the details and specifications mentioned in the Third Schedule hereunder written and/or as may be recommended by the Architect free from any latent or inherent defect;
- (iii) execute and complete the development work and construction of the new building/s in accordance with the sanctioned plan and the same as per the applicable building Rules and shall obtain all required permissions, clearances and NOC's which may be necessary and/or required and shall comply with the requirements of any statutory or other competent authority and the provisions of this agreement;

- (iv) in connection with the development of the said land, the Developer shall be entitled to appoint its own professional team for undertaking development of the said land;
- (v) The Developer shall take all necessary steps to enforce the due, proper and prompt performance and discharge by the other parties of their respective obligations under the building contract, any sub contracts or agreements with the Developer and the appointments of the members of its Professional Team and the Developer shall itself diligently observe and perform its obligations under the same;
- (vi) The Developer shall use all reasonable skill and care in relation to the development work and/or construction of the new building to the co-ordination, management and supervision of the Building Contractor and the Professional Team, to selection and preparation of all necessary performance, specifications, design for the Development for the purposes for which it is to be used;
- (vii) The plans shall be prepared and sanction shall be obtained competently and professionally so as to provide for a project free from any design defect and fit for the purpose for which is to be used;
- (viii) The Developer shall commence and proceed diligently to execute and complete the development of the said land and construction of the new building: -
 - (a) in a good and workman like manner with good quality of materials of their several kinds free from any latent or inherent defect (whether of design, workmanship or materials);
 - (b) in accordance with the sanction Plans, Planning Permissions and all planning permissions which may be granted for the development, the consents, any relevant statutory requirement

and building regulations, the requirements of any statutory or other competent authority and the provisions of this agreement.

- ix) The Developer shall use its best endeavors and cause the Development of the said land and construction of the Said Project strictly in accordance with the provisions of this Agreement.

14. CONSTRUCTION AND COMPLETION

- 14.1 The work of construction of the proposed Said Project shall be commenced within three months from the date of sanction of the plan(s) by the concerned authorities. Unless prevented by force majeure causes, the said Project shall be constructed, erected and completed within a period of **48 (forty-eight) months** with a grace period of **6 (six) months** from the date of sanction of the said Plan.
- 14.2 In addition to the above, the Developer shall not be treated in breach of the performance of its obligations if the Developer is prevented from proceeding with the work of construction and/or development by the circumstances amounting to Force Majeure and/or beyond the control of the Developer as hereinafter stated.
- 14.3 In case the Developer fails or neglects to complete the Building(s) within the above stated **48 (forty-eight) months** with a grace period of another **6 (six) months** then in that event the Owners shall be entitled to claim from the Developer proportionately a sum of Rs. 5,00,000/- (Rupees Five Lakhs only) per month as pre-determined liquidated damages on and from the said 54 months till the completion of construction of the Said Project.
- 14.4 The Developer shall be authorized at its own costs and in the names of the Owners in so far as is necessary to apply for and obtain building materials for the construction of the building and similarly to apply for and obtain temporary and permanent connection of water, electricity, power, drainage to the New Buildings and other inputs and facilities required for the construction or for better use and enjoyment of the new building for which purpose the Owners shall execute in favour of the Developer or its nominee

or nominees a General Power of Attorney and other authorities as shall be needed and/or required by the Developer.

- 14.5 The Developer shall at its own costs and expenses construct and complete the Said Project in accordance with the sanctioned plan and any amendment thereto or modification thereof made or caused to be made by the Developer and in compliance with the building rules and laws for the time being in force.
- 14.6 All costs, charges and expenses including rates and taxes accruing or becoming due from the date of the Owners handing over the possession of the said land to the Developers shall be paid, borne and discharged by the Developer and the Owners shall bear no responsibility in this context.
- 14.7 The Developer shall solely and exclusively be responsible for the structural stability of the new building(s) to be erected and further be liable for all actions, claims and demands, which may arise due to deviation from the sanctioned plan and/or violation of the building rules. The Developer shall strictly observe all required safety measures during carrying out the development work and/or construction of the new building.
- 14.8 The Developer shall duly comply with all statutory requirements as also to perform all statutory formalities as may from time to time be required for carrying out and completing the work of development of the "said project land" and/or construction of the said Project.
- 14.9 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omission of the Developer concerning or relating to the development of the said land and construction of the said Project.
- 14.10 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's action with regard to the development of the said land and/or in the matter of construction of the said new building/s in deviation of the Plan and/or for any defect therein.

- 14.11 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise of the Developer, the Architect or their labourers or contractors, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claims thereof or there from.
- 14.12 The Developer shall provide necessary common parts, facilities and amenities including water, drainage and sewerage connections at the new building(s) of the Said Project for beneficial use and enjoyment of the units at the new building and the same as described in the Second Schedule hereunder written.
- 14.13 The Developer shall after completing the construction of the Said Project duly apply for and obtain necessary Completion Certificate and/or Occupancy Certificate from the concerned authority/authorities as may be required for the use and occupation of the units by the buyers/owners.

15. DEVELOPER'S INDEMNITY FOR DEFECT LIABILITY

- 15.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act of commission or omission of the Developer in or relating to the construction of the said Project till the expiry of the defect liability period i.e. 5 years from the date of notice of possession issued by the Developer or 5 years from the date of obtaining completion certificate whichever is later.
- 15.2 The Developer hereby undertakes to keep the Owners and each of them indemnified and indemnifies against all actions, suits, costs, proceedings and claims that may arise due to the Developer's action with regard to the development of the said land and/or in the matter of construction of the said Project and/or for any defect therein till the expiry of the defect liability period i.e. 5 years from the date of obtaining completion certificate.
- 15.3 If any accident or mishap takes place during construction until completion of the new building whether due to negligence or otherwise any act of the

Developer or their agents, the same shall be on account of the Developer and the Owners shall be fully absolved of any liability or claim thereof or there from.

15.4 The Developer hereby undertakes that without prior written permission of the Owners, the Developer shall not be entitled in any manner to assign and/or transfer this Development Agreement and/or rights under this Agreement to any one whosoever.

16. BORROWING AND FINANCE: After obtaining sanction of the necessary Plan/s and approvals for commencement of construction of the Said Project, the Developer shall be entitled to obtain bank finance and/or banking facilities from any bank and/or financial institutions in its own name for the purpose of undertaking the said project and for the said purpose, the Developer shall be entitled to create a charge and/or mortgage over and in respect of the right, title, interest of the Developer in respect of the Developer's allocation under this Agreement, with or without depositing the title deeds of the said land **IT BEING EXPRESSLY AGREED AND DECLARED** that in no event the Owners shall assume any liability and/or responsibility in respect of such loans and/or finances as may be availed of by the Developer and the Developer has agreed to keep the Owners and each one of them saved harmless and fully indemnified from and against all costs, charges, claims, actions, suits and proceedings. However, the Owners hereby agrees and undertakes to provide all sorts of cooperation to the Developer, as may be necessary, for availing such finance and/or loan for the purpose of construction and development of the Said Project.

17. POWERS AND AUTHORITIES: To enable the Developer to specifically perform its obligations arising out of this Agreement, the Owners hereby irrevocably and irreversibly nominate, constitute and appoint the Developer and such other person(s) as may be nominated by the Developer to be the true and lawful attorneys of the Owners, to do, execute and perform inter-alia all or any of the following acts, deeds, matters and things with respect to the said land:

- a) To obtain permission or approval from the Planning Authorities and other authorities as may be required for the development and construction of the New

Buildings and/or the Said Project in accordance with this Agreement and for that purpose to sign such applications, papers, writings, undertakings, appeals, etc., as may be required.

- b) To enter upon the said land to comprise in the Said Project with men and material as may be required for the purpose of development work and erection of the New Buildings as per the Building Plans to be sanctioned by the appropriate authority.
- c) To appoint architects, contractors, sub-contractors consultants, and surveyors as may required and to supervise the development and construction work of the New Buildings of the Said Project on the said land.
- d) To apply for addition, alteration and/or modifications of the building plans from time to time as may be required.
- e) To apply for obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings in the Said Project but under no circumstances shall the Owners shall be responsible for the payment, price/value, storage and quality of the building materials.
- f) To approach all the concerned authorities for the purpose of obtaining all the necessary permissions, sanctions, approvals and service connections including water, sewerage and electricity for carrying out and completing the development of the land to comprise in the Complex.
- g) To make payments and deposits with the Planning Authorities and any other authorities for carrying out the development work and construction of the New Buildings of the Said Project on the said land and to claim refunds of all such deposits and to give valid and effectual receipt and discharge on behalf of the Owners in connection therewith.
- h) After completion of the construction of the New Buildings of the Said Project, to apply for and obtain completion certificate and occupancy certificate in respect

thereof or parts thereof from the concerned authority/authorities.

- i) To enter into Agreements for sale of the units/apartments/constructed spaces and car parking spaces and all other saleable spaces of the Said Project along with or without the corresponding undivided share in the land to comprise in the Said Project, on such terms and conditions as the Developer may think fit and proper and to receive all deposits, monies, considerations from the prospective buyers/allottees and/or lessee and/or any other third party in respect of such Agreement and give due receipts thereof.
- j) To sign, execute, present for registration and admit execution, before the concerned appropriate authorities, all Agreements, Indentures, Instruments, Deeds, Conveyances and any other documents for sale and/or lease and/or any other mode of transfer of the units/apartments/constructed and/or saleable spaces and car parking spaces of the Said Project along with or without the corresponding undivided share in the land to comprise in the Said Project, on such terms and conditions as the Developer may think fit and proper.
- k) To execute from time to time all deeds and conveyances of transfer of saleable spaces (as per agreement between the parties herein) comprised in the units, apartments constructed spaces and car parking spaces along with or without the corresponding undivided share in the land to comprise in the Said Project and present the above documents for registration and admit the execution of such documents before the appropriate authority.
- l) To receive all monies, considerations, rents, deposits from the prospective buyers/allottees and/or lessee and/or any other third party in respect of all such Deed(s) of Conveyance and/or Deed(s) of Transfer and give due receipts thereof.
- m) To appear in any court or authority as the Developer deems appropriate and to commence, institute, prosecute and/ or defend any action or legal proceedings relating to the development of the said land to comprise in the Said Project but not relating to the title of the Owners (which shall be the responsibility of the Owners) in any court of law or before any authority as the Developer may think fit and proper and for such purpose to appoint any Solicitor, Advocate, Lawyer in

the name and on behalf of the Owners and pay the costs, expenses, fees and other outgoings and further to depose in the court of law or adjudicating authority, sign vakalatnama, sign and verify all pleadings including the plaint, written statement, affidavits, petitions, applications, appeals etc., and any other document or documents in furtherance of the said objective in respect of the said land.

- n) To mortgage the units and/or Saleable areas of the Said Project to the bank and/or financial institution providing home loan to the intending purchaser and/or allottees and further to execute any further document or documents in furtherance of the above objective in order to secure such home loan.
- o) To do and perform all acts, deeds, matters and things necessary for all or any of the purposes aforesaid and for giving full effect to the powers and authorities herein before contained, as fully and effectually as the Owners could do in person.
- p) To prepare, sign, execute, modify, alter, draw, approve, rectify and/or register and/or give consent and confirmation and/or deliver all papers, documents, agreements, sale deeds, conveyances, supplementary agreements, nominations, assignments, declarations, forms, receipts and such other documents and writings as in any way be required or necessary to be so done and as may be deemed fit and proper by the said Developer.

17.2 The Owners subject to the Developer complying with the obligations and terms agreed between the Owners and the Developer agree to hereby ratify and confirm all acts, deeds and things lawfully done in the interest of the Said Project by the Developer and persons nominated by the Developer in pursuance of the powers and authorities granted as aforesaid.

17.3 While exercising powers and authorities under the Power(s) of Attorney to be granted by the Owners in terms hereof the developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the Owners and/or go against the spirit of this agreement. The said Power(s) of Attorney shall be specific and valid

for the purposes they would be given and shall not be revoked during the subsistence of this agreement.

- 17.4 The Owners shall, however, sign and execute all papers, documents, plans, declarations, affidavits and other documentations whatever required for such sanction and construction and development of the Said Project as and when required by the Developer without any objection of whatsoever nature.

18. REVENUE SHARING RATIO, OPERATION AND DISTRIBUTION

- 18.1 In consideration of the premises herein the Owners shall be entitled to **24% (TWENTY-FOUR PERCENT) of the Gross Sales Revenue** (Owner Nos. 1 to 3 shall get 18% in total, each having 6% and Owner Nos. 4 to 7 shall get 6% in total, each having 1.5%) towards the Owners Allocation and the detailed break up of the **OWNERS ALLOCATION** is written herein below:

OWNER'S NAME	PERCENT (%) ALLOCATION
JAI MATADI PLAZA PRIVATE LIMITED	6%
NARAYAN NIKETAN PRIVATE LIMITED	6%
TULSI ABASAN PRIVATE LIMITED	6%
JALAN HI-MECH PRIVATE LIMITED	1.5%
MAA DURGA ABASAN PRIVATE LIMITED	1.5%
JALAN NIKETAN PRIVATE LIMITED	1.5%
NEO SEAMLESS TUBES LIMITED	1.5%
TOTAL OWNERS' ALLOCATION	24%

In consideration of the Developer undertaking the construction of the building at their own cost the Developer shall be entitled to **76% (SEVENTY-SIX PER CENT) of the Gross Sales Revenue** towards the **DEVELOPER'S ALLOCATION**.

- 18.2 Both the Owners and the Developer shall jointly, after consultation, fix the sale consideration, terms for the saleable spaces to be sold to the intending Purchasers/Transferees in respect of the Said Project erected at the said

land. Both the Owners and the Developer shall discuss and review the pricing periodically.

- 18.3 All the Gross Sales Revenue in respect of the saleable spaces in the project shall only be received by Cheque/Draft/Pay Order/NEFT/RTGS/any other mode of bank transfer and deposited in a separate bank account opened for such purpose (hereinafter referred to as the **Sale Consideration Bank Account**). No other bank account shall be used for the deposit of the sale consideration arising from the sale of the Said Project and every part thereof. Suitable and appropriate standing instructions shall be given to the Bank for disbursement of the Gross Sales Revenue as per RERA and as per the applicable rules framed thereafter. The gross sales revenue shall be shared amongst the parties in the agreed ratio i.e. 76% shall be credited to the designated bank account belonging to the Developer and 24% (Owner Nos. 1 to 3 shall get 18% in total, each having 6% and Owner Nos. 4 to 7 shall get 6% in total, each having 1.5%) shall be credited to the designated bank account belonging to the Owners, after complying all the formalities and/or obligations stipulated under the RERA, 2016 and as per the applicable rules framed thereafter.
- 18.4 Opening and Operation of Bank Accounts: It is agreed and understood between the Parties that at least **2 (two) separate accounts** shall be opened with any scheduled banks for deposit of the gross sale revenues / proceeds received from the saleable spaces of the Said Project. The 2 (two) separate accounts shall be **(1) "Escrow Account" and (2) "Disbursement Account"**. All Gross Sales Proceeds shall be duly deposited by the Transferees of the various units and/or the saleable spaces of the Said Project in the Escrow account. The Bank shall be provided with standing instruction to keep/maintain at least 70% (seventy percent) out of the amount credited in the said Escrow Account for the purpose of covering cost of construction and the land cost and/or the project costs. The balance 30% (thirty percent) of the amounts remaining in the said Escrow Account, shall be transferred to the Disbursement Account. The bank shall further be provided with standing instruction to transfer the entire balance of the Disbursement Account to the

bank accounts of the Owners and the Developer in their respective sharing ratios and in the manner as stated herein above.

- 18.5 The Developer shall comply with, collect and deposit Goods and Service Tax (GST) as may be applicable on the various units, apartments, constructed spaces, shop rooms and/or showrooms and open/covered/mechanical car parking spaces sold by the Developer to the Intending purchasers/transferees.
- 18.6 Upon the expiry of 12 (twelve) months from the date of issuance of the completion certificate or at such other time as may mutually be agreed between the parties in writing, the parties shall divide all unsold areas in the said project in the agreed ratio on pari passu basis. The Owners and the Developer shall have the right to sell their respective shares of the unsold areas.
- 18.7 The accounts between the parties with regard to the gross sale revenue/proceeds collected in such **Sale Consideration Bank Account** and adjustments there from and disbursement thereof shall be checked and settled every month. All payments made to the Owners shall only be made after deduction of the applicable TDS, if any.
- 18.8 The Owners and/or their nominees along with the Developer shall be entitled to co-brand the project as Project Owners in all marketing collaterals.
- 18.9 It is further agreed and understood between the Parties that the Owners shall be responsible for payment of their Income Tax and the Developer shall be liable for payment of their taxes.
- 18.10 In case the Owners decide and/or retain portions of the said project they shall be liable to make payment of the extra charges in respect thereof.
- 18.11 The Developer shall maintain the books of accounts and other papers connected only with the Gross Sale Revenue at its registered office, and the Developer shall provide all such documents to the Owners as and when necessary. That apart from the accounts relating to sales of the units of the

project and the documents relating to the project including sanctions, permissions etc. the Developer shall not be liable to provide copies of any other documents.

19. INTEREST FREE SECURITY DEPOSIT:

19.1 The Developer shall pay a sum of **Rs. 10,00,000/- (Rupees Ten Lakh only)** to the Owners as per their proportion of contribution of land in the Said Project as interest free refundable security deposit (hereinafter referred to as Deposit Amount) at the time of execution of this Agreement and the receipt whereof the Owners do hereby as also by the receipt and memo of consideration hereunder written doth admit and acknowledge to have received and of and from the Developer.

19.2 The security deposit shall be refunded by the Landowners to the Developer on completion of the Said Project in all respect in terms of this Agreement and/or the proportionate Security Deposit as have been collected by each of the Land Owners shall be adjusted to the fullest extent in respect of the proportionate amount of the Gross Sales Revenue receivable by them in terms of this Agreement.

20. DEALING WITH SPACES IN THE SAID PROJECT:

20.1 All the spaces in the Said Project shall be marketed by the Developer and/or its authorized agent(s).

20.2 The Developer shall in consultation with the Owners determine the first basic price for sale or disposal of the saleable spaces in the new building/s to be constructed by the Developer on the said land to be constructed in the Said Project keeping in view the economics and market response of the said project.

20.3 The marketing costs for the project, i.e. advertising costs, publicity costs, advertisement campaigns shall be borne between the Developer and the owners and the owners shall be liable to pay their share in proportion to

their sharing ratio.

- 20.4 On the Closing date the parties shall mutually demarcate the unsold saleable spaces, if any, in the Said Project according to the market value of the Said Project on such date in accordance with their respective allocations. The Developer shall then handover to the Owners their allocation duly completed in all respects subject to refund of the balance deposit amount, if any.
- 20.5 Upon such demarcation of the Unsold Units the parties shall be entitled to deal with the same in any manner as the Parties desire. The deposits required to be made by the Transferees/Purchasers shall then be paid by the parties or their respective Transferees/Purchasers as the case may be.
- 20.6 The Developer on behalf of the Owners shall execute and register with the appropriate registering authorities all agreements, documents for transferring and/or agreement for sale, deeds of conveyance of any unit(s) in the New Buildings of the Said Project as aforesaid.
- 20.7 It is agreed and recorded that all Agreements, Deeds of Conveyance or any other papers and documents in respect of the transfer of any saleable areas in the New Buildings of the Said Project shall maintain uniformity in respect of the restrictions, stipulations, covenants, terms and conditions for the use and occupation thereof together with all the amenities and facilities therein as are stipulated in this agreement.

21. LAND TAXES AND OUTGOINGS:

- 21.1 The Owners shall pay all land taxes, panchayat taxes, all other rates, taxes and other outgoings on the said land to comprise in the Said Project till the execution and registration of the Development Agreement and/or the date of handing over the possession of the said land to the Developer whichever is earlier.
- 21.2 From the date of execution and registration of the Development Agreement

and/or the date of handing over the possession of the said land to the Developer whichever is earlier the Developer shall be liable and shall pay the entire land taxes, panchayat taxes, all other rates, taxes and other outgoings on the said land to comprise in the Said Project till the Developers obtains completion certificate and hands over the possession to the Owners and/or their respective transferees.

- 21.3 From the date of obtaining completion certificate and handing over the possession to the Owners, the Developer and/or their respective transferees, as the case may be, shall pay the entire land taxes, panchayat taxes, all other rates, taxes and other outgoings on the said land to comprise in the Said Project as per their proportionate shares.
- 21.4 The Developer shall be liable to pay, satisfy and discharge all tax liabilities in relation to the construction, execution, development of the Project including those on account of, Sales Tax, Works Contract Tax, GST and/or any other taxes or cess applicable on such construction and development of the Said Project.
- 21.5 The Developer is entitled to collect GST from the Transferees/Purchasers/Allottees in respect of the sold Unit(s) in the Said Project to be constructed and pay the same to the GST authorities and the Owners shall in no way be responsible for the same.
- 21.6 The Transferee/Purchaser/Allottee may deduct Tax Deducted at Source (TDS) under the Income Tax Act, as may be applicable, in the name of the Developer. All such credit of TDS shall be availed by the Developer. The Developer shall deduct the applicable TDS on all payments made to the Owners.
- 21.7 The Developer shall keep the Owners saved, indemnified and harmless from or against all demands and liabilities in any way arising out of or relating to any taxes on the project.

22. PROJECT FINANCE AND MORTGAGE:

- 22.1 The Developer shall be entitled to arrange for and obtain financing of the Project (Project Finance) from any Banks and/or Financial Institutions for construction and completion of the project upon such terms and conditions as may be agreeable by the Developer. Such finance may be secured by mortgaging the said Project Land belonging to the Owners in favour of any bank / financial institution by deposit of original title deeds of the said Land AND/OR by way of executing Registered Mortgage. Further, the Developer may execute letters evidencing deposit of title deeds, confirmation of deposit of title deeds, deliver the title deeds and to receive back the title deeds, etc.
- 22.2 For the aforesaid purpose, the Owners shall, as may be required by the Developer, join in as a consenting / confirming party and shall execute any documents (as may be required).
- 22.3 The Owners at no point of time shall be responsible for any debts raised by the Developer towards project finance and in case due to any non-payment or delay in payment of interest or principal amount by the Developer, if the Owners suffer any loss, damage, cost, claim, demand, action or proceeding, the Developer shall indemnify and keep the Owners fully saved harmless and indemnified in respect thereof.
- 22.4 The Developer hereby further agrees to indemnify and keep saved, harmless and indemnified the Owners for loss, damage, claims, demands or proceedings whatever suffered by the Owners due to nonpayment or delay in payment of the Project Finance liability by the Developer. The Developer alone shall be liable and/or responsible for repayment of the loan together with the interest accrued due thereon and shall keep the Owners saved harmless and fully indemnified from and against all cost, charges, claims, actions, suits and proceedings arising there from including the claim of the prospective purchasers of the Saleable Spaces.
- 22.5 The Owners shall sign and execute all such Deeds and Documents as may be required by the Developer for the purposes of obtaining such Project

Finance and shall file necessary documents with the Registrar of Companies including forms for creating Charge over the Project land or any part thereof and/or Constructions thereat. Notwithstanding, the Developer and/or its nominees shall equally be empowered to execute such Deeds and Documents for and on behalf of the Owners and the Assignor as their Constituted Attorney and take all necessary steps as may be required for the purposes of obtaining Project Finance,

- 22.6 Simultaneously with the execution of this Agreement, the Original Title Documents of the said Project Land have been deposited with the Developer which shall be ultimately handed over to the Association of transferees of the Said Project.
- 22.7 The Developer shall be entitled to give and/or produce the said the Original Title Documents of the said Project Land as and when necessary before the appropriate authority and/or person, to be examined, inspected and given in evidence and also furnished with such true or attested or otherwise copies of or extracts or abstracts from the same.

23. POST COMPLETION MAINTENANCE:

- 23.1 The Developer shall be responsible for the management, maintenance and administration of the New Buildings of the Said Project or at its discretion appoint an agency including a Facility Management Company to do the same. The Owners hereby agree to abide by all the rules and regulations to be framed for the management of the affairs of the New Buildings of the Said Project.
- 23.2 The Developer or the Agency (including a Facility Management Company) to be appointed by the Developer shall look after all the facility management and maintenance of the common areas and every parts and/or portions thereof, facilities and/or amenities till the formation of the Apartment Owners' Association as per the provisions of the West Bengal Apartment Ownership Act, 1972, as amended up to date and/or under any other applicable laws for the time being in force and the Developer or such Agency shall manage and maintain the Common Areas and/or Portions and services

of the New Buildings of the Said Project and shall collect all the costs and service charges related and/or connected thereof (Maintenance Charges). It is clarified that the Maintenance Charges shall mean all the costs and charges related and/or connected maintenance and service to be provided in respect of Common Areas and/or Portions of the Said Project including all expenses related to payment of premium for the insurance of the New Buildings, land tax, water (if applicable), electricity, sanitation and scavenging charges and also occasional repair and renewal charges and charges of all capital nature for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment.

24. COMMON RESTRICTIONS:

- 24.1 The Said Project shall be subject to the restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the New Buildings of the Said Project.
- 24.2 For the purpose of enforcing the common restrictions and ancillary purposes and/or for the purpose of repairing, maintaining, rebuilding, cleaning, lighting and keeping in order and good condition of any Common Areas and/or Portions and/or for any purpose of similar nature, all occupants of the New Buildings of the Said Project shall permit and allow the Developer or the agency as may be appointed as per clause 23.1, with or without workmen, at all reasonable time, to enter into and upon the concerned space and every part thereof for the aforesaid common purpose.
- 24.3 It is agreed between the parties that the Developer shall frame all the necessary rules, regulations and/or schemes, as the Developer may deem necessary, for the proper and effective management and administration of the New Buildings of the Said Project and all the occupiers of the building shall perpetually in succession abide by all the rules and regulations and/or schemes to be framed in connection with the management of the affairs of the New Buildings of the Said Project.

25. OBLIGATIONS OF THE DEVELOPER:

- 25.1 Execution of the Said Project shall be in conformity with the prevailing laws, rules, regulations and bye-laws of all concerned authorities and State Government/Central Government bodies.
- 25.2 The Developer shall be responsible for planning, designing development and construction of the Said Project with the help of professional bodies, contractors, etc.
- 25.3 The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default.
- 25.4 The Developer shall construct the Said Project at its own cost and responsibility. The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the laborers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify owners against any claims, loss or damage for any default or failure or breach on the part of the Developer.
- 25.5 The marketing strategy, budget, selection of publicity material, media etc. shall be decided by the Developer.
- 25.6 The Developer hereby agrees and covenants with Owners not to transfer and/or assign the benefits of this agreement or any portion thereof without the consent in writing of the Owners first obtained.
- 25.6 The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the laws and rules applicable to construction of the New Buildings and if so violated shall be responsible for the same.
- 25.7 For the purpose of carrying out the work of construction and development herein envisaged, the Developer shall be entitled to appoint, engage and

employ such contractors, sub-contractors, engineers, laborer, mistries, caretakers, guards and other professionals, staffs and employees and at such remuneration and on such terms and conditions as may be deemed necessary by the Developer. Staff and employees engaged by the Developer, if any, shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Developer indemnifies the Owners from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Developer or its Agents/employees.

26. OBLIGATIONS OF THE OWNERS:

- 26.1 The Owners undertake to fully co-operate with the Developer for obtaining all necessary approvals, sanctions and/or permissions as may be necessary and/or required for construction and development of the Said Project on the said Project Land.
- 26.2 The Owners undertake to act in good faith, towards the Developer and any appointed and/or designated representatives that the Said Project can be successfully completed.
- 26.3 The Owners shall provide the Developer with any and all documentation and information relating to the said Project land to comprise as may be required by the Developer from time to time.
- 26.4 The Owners shall not do any act, deed or thing whereby the Developer may be prevented from discharging their obligations and functions under this Agreement.
- 26.5 The Owners hereby covenant not to cause any interference or hindrance in the construction and development of the Said Project.
- 26.6 The Owners or any of them shall not terminate the Power of Attorney during the subsistence of this Development Agreement.
- 26.7 The Owners hereby agree and covenant with the Developer not to do any act,

deed or thing whereby the Developer is prevented from developing, constructing, completing, booking, selling, assigning and/or disposing of any part or portion of the saleable area.

- 26.7 The said Project Land shall be free from all encumbrances, mortgages, charges, liens, lispendens, cases, vesting, attachments, trust, uses, debutters, tenancies, leases, occupancy rights, restrictions, restrictive covenants, bargadars, bhagchasis, acquisition, requisitions, alignment and liabilities whatsoever or howsoever. The Said Project Land is not vested in the State under the provision of the West Bengal Land Reform Act, 1955 or any other act or applicable statute for the time being in force.
- 26.8 The Owners shall cause the necessary mutation, conversion of the existing nature of land into Bastu/Bahutal Abasan, or any other nature as may be necessary for the development of the Said Project and as stated hereinabove, and shall also relocate water bodies, if any, as per the provisions of law at their own cost.
- 26.9 The Owners shall demarcate the outer periphery of the Said Project by way of a boundary wall and handover the same to the Developer.
- 26.10 In the event of the Developer carrying out any obligations on behalf of the Owners (after being clearly instructed by the Owners), then the cost of such obligations shall be deducted from the Owners' Allocation of Share.

27. GENERAL INDEMNITY:

The Developer shall indemnify and keep the Owners saved, harmless and indemnified from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from the breach of this Agreement by the Developer, including any act of neglect or default of the Developer's contractors, employees or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.

28. MISCELLANEOUS:

- 28.1 The agreement entered into by and between the parties herein is and shall be on principal to principal basis.
- 28.2 The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 28.3 The Owners shall be entitled to the natural resources or findings of any goods of intrinsic and/or historical value underneath the Said Property and the Developer shall forthwith intimate the Owners about such findings while excavating the Said Property for constructions work.
- 28.4 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 28.5 Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 28.6 It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings of the Said Project 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 further authority of the Owners, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions have been mentioned herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the said purpose and the Owners also undertake to sign and execute all additional applications and other documents, provided that all such acts, deeds, matters and things do not in any way infringe the rights of Owners and/or go against the spirit of this Agreement.
- 28.7 The Parties shall do all further acts, deeds and things as may be necessary

to give complete and meaningful effect to the purpose of this Agreement.

28.8 The name of the Said Project shall be decided by the Developer and shall not be changed under any circumstances, save and except as per the due course of law.

28.9 All the previous agreements, understandings and arrangements by and between the parties shall stand cancelled or superseded by this Agreement and this agreement shall prevail over all previous understandings and agreements, whether oral or in writing. The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

29. FORCE MAJEURE:

29.1 Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Indenture, which arises from, or is attributable to, unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Indenture, including, without limitation, flood, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, war, military operations, riot, terrorist action, civil commotion, and any legislation, regulation, ruling or omissions, (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

29.2 If either Party is delayed in, or prevented from, performing any of its obligations under this Agreement by any event of Force Majeure, that Party shall forthwith serve notice in writing to the other Party specifying the nature and extent of the circumstances giving rise to the event(s) of Force Majeure and shall, subject to service of such notice, have no liability in respect of the performance of such of its obligations as are prevented by the event(s) of Force Majeure, during the continuance thereof, and for such time after the cessation, as is necessary for that Party, using all reasonable endeavors, to

re-commence its affected operations in order for it to perform its obligations. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of Force Majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by Force Majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting Force Majeure.

29.3 In the eventuality of Force Majeure circumstances the time for compliance of the obligation shall stand extended by such period being the time of commencement of force majeure condition to the completion thereof and 7 days thereafter.

29.4 The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavors to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

30. DEFAULTS, BREACHES AND CONSEQUENCES THEREOF:

30.1 The following shall be the events of default: -

If the Owners fail to apply for and obtain mutation of the said land in their own names in the records of the concerned Block Land and Land Reforms Office and or any other competent authority in terms hereof.

If the Owners fail to apply for and obtain conversion of the nature and/or character of said project land as per the requirement of the Said Project in the records of the concerned Block Land and Land Reforms Office or any other competent authority in terms hereof.

If the Owners fail to comply with any other obligation contained herein.

If the Developer fails to obtain the sanction plan in respect of the said land

within 6 (six) months from the date of the Owners having handed over physical possession of the said project land to the Developer.

If the Developer fails to commence the construction work within 3 (three) months from the date of obtaining sanction plan in respect of the Said Project on the said project land.

If the Developer fails to complete the construction within a period of a total, 54 months from the date of commencement of construction work at the said land.

If the Developer fails to construct, erect and complete the complex within the time and in the manner contained herein.

If the Developer fails to comply with any other obligations contained herein.

- 30.2 In case of any event of default, the other party (the aggrieved party) shall serve a notice in writing to the defaulting party, calling upon the defaulting party to comply with their obligation in default within the time and in the manner to be mentioned in the said notice.
- 30.3 Upon receipt of such notice, the defaulting party shall remedy the said event of default and/or breach within the time and in the manner mentioned herein.
- 30.4 In case the default continues for a period of thirty (30) days thereafter, in such event, the aggrieved party shall be entitled to serve a final notice on the defaulting party to rectify such default.
- 30.5 Upon the expiry of the said period of the final notice, the aggrieved party shall be entitled to terminate and/or rescind this Agreement and claim appropriate remedy and/or relief(s) as per the provisions of law and in terms of this Agreement or take over the responsibility of the defaulted item or items upon themselves on behalf of the other and shall be entitled to complete the same at the risk, costs and expenses of the defaulting party. In the event of dispute between the parties as to the quantum of the costs and expenses, the same

shall be claimed by the aggrieved party before the Arbitrator in terms of this Agreement.

31. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and revokes and supersedes all previous discussions/correspondence and agreements between the parties, oral or implied.

32. AMENDMENT/MODIFICATION:

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

33. NOTICE:

33.1 Any notice or other written communication given under, or in connection with this Agreement may be delivered personal or sent by prepaid recorded delivery or registered post with acknowledgment due or through courier service to the registered address and for the attention of the relevant Party as mentioned at the beginning of this Agreement (or such other address as is otherwise notified by each party from time to time).

33.2 Any such notice or other written communication shall be deemed to have been served:

- If delivered personally, at the time of delivery.
- If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities.
- In proving such service, it shall be sufficient to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the postal authorities.

34. SPECIFIC PERFORMANCE:

In the event of there being breach by either party the other party will have the right to seek specific performance of this agreement and also claim any loss, damage, costs and expenses caused due to such breach.

36. ARBITRATION:

The Parties shall attempt to settle any differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use their reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties. If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes, if not solved/settled, shall be referred to, and finally resolved by, arbitration by an Arbitration Tribunal formed in terms of the Arbitration and Conciliation Act, 1996 and Rules and amendments made thereunder. The arbitration proceedings shall be conducted at Kolkata and in English language.

37. JURISDICTION:

Courts at South 24 Paraganas alone shall have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO:**(SAID PROJECT LAND)****PART I**

ALL THAT the piece and parcel of land being 1/3rd undivided share of 174 decimal measuring about 58 decimal, more or less, in the name of **Jai Matadi Plaza Private Limited** lying and situated at R.S. Dag Nos. 587, 588 & 591 corresponding to L.R.

Dag Nos. 567, 568 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 1383 under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat.

PART II

ALL THAT the piece and parcel of land being $1/3^{\text{rd}}$ undivided share of 174 decimal equivalent to 58 decimal, more or less in the name of **Narayan Niketan Private Limited** lying and situated at R.S. Dag Nos. 587, 588 & 591 corresponding to L.R. Dag Nos. 567, 568 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 1384 under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat.

PART III

ALL THAT the piece and parcel of land being $1/3^{\text{rd}}$ undivided share of 174 decimal equivalent to 58 decimal, more or less in the name of **Tulsi Abasan Private Limited** lying and situated comprising in at R.S. Dag Nos. 587, 588 & 591 corresponding to L.R. Dag Nos. 567, 568 & 571, L.R. Khatian No. 380 & 418, New L.R. Khatian No. 1382 under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limit of Kamrabad Gram Panchayat.

PART IV

ALL THAT the piece and parcel of land being $1/4^{\text{th}}$ undivided share of 49.65 decimal equivalent to 12.41 decimal land, more or less, in the name of **Jalan Hi-Mech Private Limited**, lying and situated comprising in R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2835 under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat.

PART V

ALL THAT the piece and parcel of land being $1/4^{\text{th}}$ undivided share of 49.65

decimal equivalent to 12.41 decimal land, more or less, in the name of **Maa Durga Abasan Private Limited**, lying and situated comprising in R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2805 under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limit of Kamrabad Gram Panchayat.

PART VI

ALL THAT the piece and parcel of land being 1/4th undivided share of 49.65 decimal equivalent to 12.41 decimal land, more or less, in the name of **Jalan Niketan Private Limited**, lying and situated comprising in R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2833 under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat.

PART VII

ALL THAT the piece and parcel of land being 1/4th undivided share of 49.65 decimal equivalent to 12.41 decimal land, more or less, in the name of **Neo Seamless Tubes Limited**, lying and situated comprising in R.S. Dag Nos. 587 & 591 corresponding to L.R. Dag Nos. 567 & 571, L.R. Khatian Nos. 380 & 418, New L.R. Khatian No. 2834, under Mouza- Gangajoara, J.L. No. 18, Touzi No. 250, R.S. No. 52, Parganas Khaspur, under Police Station Sonarpur, presently Narendrapur, in the District of South 24 Parganas, within the limits of Kamrabad Gram Panchayat.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(Common Area, facilities & Amenities)

COMMON PARTS, PORTIONS, AREAS, FACILITIES AND AMENITIES

1. Lobbies, common passages and staircases of the building (not including those in Bungalows/Villas/Row houses) and common paths in the Premises.
2. Roof or part(s) thereof.

2. Lifts, lift machineries and lift pits other than those in Bungalows/Villas/Row houses.
3. Common drains, sewers and pipes.
4. Common water reservoirs, common water tanks, water pipes (save those inside any Unit) and deep tubewell appurtenant to the Building.
5. Wires and accessories for lighting of Common Areas of the Building.
6. Pumps and motors.
7. Fire fighting equipment in the complex.
8. Intercom system & CCTV.
9. Caretaker Room, Durwan Room/Gumti.
10. Car Porch Area.
11. Club house.
12. Space for Generator installation, Electrical installation and Meter Room.
13. Lightening Arrester.
14. Generator for Common Areas and facilities.
15. Energy Efficient Lightning in Compound, Lobby, Staircase and Common areas.

GENERAL FACILITIES:-

- Intercom facility in each flat with closed circuit T.V. for communication between main lobby, gate and flats.
- Provision for piping and ducting for installation of split air conditioner units for the entire flat and provision for installation of outdoor unit.
- DTH/Cable connection in all bedrooms and drawing room.
- Fire fighting equipment as per recommendations of WBF&ES.
- Power Back-up for common areas and facilities.
- Air-conditioned Community Hall.
- Main lobby at the ground floor to be air-conditioned.
- Water and Heat proofing of the roof and finished with roof tiles.
- Deep Tube-well and corporation supply with adequate UG reservoir for drinking and firefighting water along with iron removal and water softener plant.
- Driveway-Greenery, flowerpots/creepers. Floors with heavy duty tiles/ stone

- Decorative Boundary wall with proper landscaping and as per specification of the Architect
- Car parking on the ground floor.
- Mechanical parking on the ground floor.
- Air Conditioned and well-equipped Gym, Steam & Sauna.
- Common roof with roof garden.
- Lawn and Landscaped Garden.
- Lounge.

POWER SUPPLY & BACK UP:

- WBSEDCL HT/LT deposits, Cabling charges and transformer charges to be paid by respective Purchasers.
- 100% power back up at extra cost as per the requirement of the flat/unit owners.

**THE THIRD SCHEDULE ABOVE REFERRED TO:
(SPECIFICATIONS FOR CONSTRUCTED AREA)
(SUBJECT TO CHANGE AS NECESSARY)**

1. **CIVIL CONSTRUCTION:** R.C.C. frame structure on R.C.C. raft on R.C.C. pile or sal balla piles foundation as recommended by structural engineer with isolated columns on footing foundation brick built walls plastering with sand cement. Brick work with good quality bricks in cement mortar 1:4 common outer wall 8" and inside partition walls 5" with C.M. 1:4. The Foundation and structure design shall have sufficient for extra load capacity for 1 or 2 Extra Floors over & above now planned as per Rules.
2. **EXTERNAL FINISHING:** As per Architects requirement, partly stone cladding, weatherproof paint or surface texture with glass/structural glazing coverage of staircase & drain outer elevation with modern elevation.
3. **INTERIOR FINISHING:**
 - (a) Floor
 - (i) Common area lobby passage, lift facial staircase, with combination of

Marble/Granite/Ceramic Floor Tiles.

(ii) Interior of wall & ceiling lime panning/P.O.P.

4. **BATHROOMS:** With stone/marble flooring with tiled walls up to shower height, toilet, basin & other fitting of standard material. All pipe-main & distribution, sewerage, rainwater etc. of approved MS. C.I./Plastic of standard quality with ISI specification. One Indian Pan in each flat balance W.C. & Provision for Hot & Cold Shower.
5. **KITCHEN:** Cooking platform of Kota/Karroppa with 2' Dado of ceramic tiles, with sink & tap, & provision for exhaust & kitchen Chimney.
6. **DOORS: Main Entrance Door;** (a) Flush Door with Teak ply having one side Polishing and other side white plastic enamel painting – water proof ply of Min. 6 mm.
 - b) Sal wood doorframe as approved by the architect.
 - c) 8" long tower bolt from inside of 5" X 3" Min.
 - d) Eye hole.
 - e) Handle from outside of the door with lock.
 - f) 3 nos. oxidized hinges /S.S. Hinges
 - g) Hatch Bolt.

Other Doors:

- a) Waterproof ply flash doors painted both the side with plastic enamel paint with waterproof ply of min 4mm/5mm.
 - b) Sal wood frame as per the design of the Architect min. Main Frame of 3" X 2½".
 - c) Aluminum tower bolt 6" long from inside the doors.
 - d) Hatch bolt with handle for doors of the bedrooms only.
7. **WINDOWS:**
 - a) All windows frames and windows would be of wooden frame and suitable painted or Aluminum Anodized.
 - b) All window shutters will be full glazed with 3 mm. thick glass panels.

- c) The window of the toilets shall have translucent glass.
8. **Wood used in doors, windows and frames shall be of good quality 'Sal' or similar with treated for seasoning and termite.**
 9. **WATER SUPPLY:** Corporation water shall be arranged with Dee Tube well subject to permission (a) R.C.C. overhead reservoir will be provided on the top of the building as per design. (b) Suitable electric pump and motor will be installed at ground floor to lift water to overhead reservoir from under ground reservoir.
 10. **POWER SUPPLY:**
 - (a) Individual metering for all flats (Security Deposit from Flat Owners). Two Separate 3 Phase Meters for Common Areas, Stair(s), Lift(s), Pump(s) etc.
 - (b) Generator will be provided only Common Areas, Stairs, Lift, Pump etc.
 - (c) Individual Generator supply will be provided after approval by requirements from the purchaser's alongwith an additional cost for the same.
 11. **CHANGES:** No internal & external (without changing the sanctioned plan) changes are ordinarily allowed. Internal changes may be allowed with price, approval & payment with additional costs (As per Competent Authority approval & at Cost + 20%).
 12. **STAIRCASE:** Silver gray mosaic steps and steel railing, foot, lights.
 13. **ROOF:** 2.3 ft. height parapet wall will be provided all around the roof slab. Suitable rain water pipe for proper drains of water from roof will be provided.
 14. **COMPOUND:** Compound will be paved wherever required and wall all round at a height of 5 ft. from the ground level with Main Steel Gate & one small Gate for persons. Room in the Ground Floor for Security/Caretaker, light at Gate and around the Building common toilet, Generator Room and Guardroom on ground floor to be provided.

15. **DRIVE WAY:** Cement tiles.
16. R.C.C. Underground tank & PVC/RCC Roof Tank.
17. **ELECTRICAL INSTALLATION:** Concealed conduit wiring & ISI Grade Conductor wires & cables flat plate switched with distribution box of each unit with MCB & provision for generator switch over & each unit with standard Nos. of light, fan, A.C. in room, plugs-exhaust in kitchen T.V.
18. Television points, Main line, Distributions as per WBSEDCL requirement with provision for separate meters of each unit and common meter for lift, pump, tube well, common electricity etc.
19. **SANITARY & PLUMBING:** Concealed pipe work, as per ISI codes, municipal supply with tulu well provisions (subject to possibility) sanitary fittings of standard manufacturer.
20. **ELEVATOR:** Elevator-with provision of last floor at roof level (if possible) of standard make.
21. **SECURITY SYSTEM & FIRE FIGHTING:** Provision for & wiring Interior from Gr. Level to each unit- Firefighting as per fire dept./Architects recommendation collapsible gates at Ground & roof level & main gate of Iron.
22. **SITE DEVELOPMENT & COMPOUND LAND SCAPING:** Eco friendly manner with provisions of soft land scaping, greenery, gates, grills & compound lighting matching with building with paveel passage around the building wherever required wall 5 to 6 ft. all around.

Note: All materials used shall be standard quality and as necessary as per Architect.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the
OWNERS at Kolkata in the presence of:-

1) *Rahul Dhor*
Gey Nayan
Kol-75

2) *Ratan Ghoshal*
238A, A.J.C. Bose Road
Kol-700020

SIGNED SEALED AND DELIVERED by the
DEVELOPER at Kolkata in the presence of:-

1) *Rahul Dhor*

2) *Ratan Ghoshal*

Drafted and Prepared by:

Udayan Ray
UDAYAN RAY
Advocate

B.Com, LL.B, LL.M, A.I.B.E Qualified, PGDST
District Civil & Sessions Court,
South 24 Paraganas, Alipore,
WB/1629/2013

Jai Matadi Plaza Pvt. Ltd.

Nikhil Chakrabarty

(Authorised Signatory)

NARAYAN NIKETAN PVT. LTD.

Nikhil Chakrabarty

Director

Tulsi Abasan Pvt. Ltd.

Nikhil Chakrabarty

Director

JALAN HI-MECH PVT. LTD.

Nikhil Chakrabarty

Authorised Signatory

MAA DURGA ABASAN PVT. LTD.

Nikhil Chakrabarty

Authorised Signatory

JALAN NIKETAN PVT LTD

Nikhil Chakrabarty

Authorised Signatory

NEO SEAMLESS TUBES LTD.

Nikhil Chakrabarty

Authorised Signatory

Jalan Builders Pvt. Ltd.

[Signature]

Director

RECEIVED from **Jalan Builders Pvt. Ltd. (Developer)** a sum of **Rs.10,00,000/- (Rupees Ten Lakh)** only on execution of this agreement as per memo below:

MEMO OF CONSIDERATION

By Bank transfer on dated name of Jai Matadi Plaza Pvt. Ltd.	on ICICI Bank in the RTGS 06-01-2025	Rs.	2,00,000/-
By Bank transfer on dated name of Narayan Niketan Pvt. Ltd.	on ICICI Bank in the RTGS 06-01-2025	Rs.	2,00,000/-
By Bank transfer on dated name of Tulsi Abasan Pvt. Ltd.	on ICICI Bank in the RTGS 06-01-2025	Rs.	2,00,000/-
By Bank transfer on dated name of Jalan Hi-Mech Pvt. Ltd.	on ICICI Bank in the RTGS 06-01-2025	Rs.	1,00,000/-
By Bank transfer on dated name of Maa Durga Abasan Pvt. Ltd.	on ICICI Bank in the RTGS 06-01-2025	Rs.	1,00,000/-
By Bank transfer on dated name of Jalan Niketan Pvt. Ltd.	on ICICI Bank in the RTGS 06-01-2025	Rs.	1,00,000/-
By Bank transfer on dated name of Neo Seamless Tubes Limited.	on ICICI Bank in the RTGS 06-01-2025	Rs.	1,00,000/-
TOTAL		Rs.	10,00,000/-

(In Words: Rupees Ten Lakh only)

Witness:

1) Ratan Dhor

2) Ratan Ghoshal

JALAN NIKETAN PVT LTD

Nikhil Chakraborty
(Authorised Signatory)

NEO SEAMLESS TUBES LTD.

Nikhil Chakraborty
Authorised Signatory

Jai Matadi Plaza Pvt. Ltd.

Nikhil Chakraborty

(Authorised Signatory)

NARAYAN NIKETAN PVT. LTD.

Nikhil Chakraborty

Director

Tulsi Abasan Pvt. Ltd.

Nikhil Chakraborty

Director

JALAN HI-MECH PVT. LTD.

Nikhil Chakraborty

Authorised Signatory

MAA DURGA ABASAN PVT. LTD.

Nikhil Chakraborty

Authorised Signatory

OWNERS



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

Signature ..

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



District Sub-Registrar-4V
Registrar U/S 7 (2) of
Registration Act
Alipore, South 24 Parganas

6 JAN 2025



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



192024250342440358

GRN Details

GRN:	192024250342440358	Payment Mode:	SBI Epay
GRN Date:	04/01/2025 15:40:36	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	1626985077013	BRN Date:	04/01/2025 15:40:53
Gateway Ref ID:	0952430849	Method:	ICICI Bank - Corporate NB
GRIPS Payment ID:	040120252034244034	Payment Init. Date:	04/01/2025 15:40:36
Payment Status:	Successful	Payment Ref. No:	2000012999/1/2025
[Query No*/Query Year]			

Depositor Details

Depositor's Name:	Mr Pratiik Jalan
Address:	9 Love Lock Place
Mobile:	9875343950
Period From (dd/mm/yyyy):	04/01/2025
Period To (dd/mm/yyyy):	04/01/2025
Payment Ref ID:	2000012999/1/2025
Dept Ref ID/DRN:	2000012999/1/2025

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000012999/1/2025	Property Registration- Stamp duty	0030-02-103-003-02	74921
2	2000012999/1/2025	Property Registration- Registration Fees	0030-03-104-001-16	10021
Total				84942

IN WORDS: EIGHTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.



Government of West Bengal
Directorate of Registration & Stamp Revenue
e-Assessment Slip

Query No / Year	2000012999/2025	Office where deed will be registered
Query Date	02/01/2025 2:35:00 PM	Deed can be registered in any of the offices mentioned on Note: 11
Applicant Name, Address & Other Details	Rahul Dhar Ajoynagar, Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9836926280, Status : Deed Writer	
Transaction	Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement	[4305] Declaration [No of Declaration : 2], [4311] Receipt [Rs : 10,00,000/-]	
Set Forth value	Market Value	
	Rs. 6,94,80,720/-	
Total Stamp Duty Payable(SD)	Total Registration Fee Payable	
Rs. 75,021/- (Article:48(g))	Rs. 10,021/- (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, Thana: Sonarpur, Gram Panchayat: KAMRABAD, Mouza: Gangajoyara, JI No: 18, , Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-567 (RS :-)	LR-1383	Bastu	Shali	58 Dec		1,80,96,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-567 (RS :-)	LR-1384	Bastu	Shali	58 Dec		1,80,96,000/-	Property is on Road Adjacent to Metal Road,
L3	LR-567 (RS :-)	LR-1382	Bastu	Shali	58 Dec		1,80,96,000/-	Property is on Road Adjacent to Metal Road,
L4	LR-567 (RS :-)	LR-2835	Bastu	Shali	12.41 Dec		38,71,920/-	Property is on Road Adjacent to Metal Road,
L5	LR-567 (RS :-)	LR-2805	Bastu	Shali	12.41 Dec		38,71,920/-	Property is on Road Adjacent to Metal Road,
L6	LR-567 (RS :-)	LR-2833	Bastu	Shali	12.41 Dec		38,71,920/-	Property is on Road Adjacent to Metal Road,



Query No: 2000012999 of 2025, Printed On : Jan 2 2025 2:35PM, Generated from sbregistration.gov.in

Major Information of the Deed

Deed No :	I-1604-00091/2025	Date of Registration	06/01/2025
Query No / Year	1604-2000012999/2025	Office where deed is registered	
Query Date	02/01/2025 2:35:00 PM	D.S.R. - IV SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	Rahul Dhar Ajoynagar,Thana : Purba Jadabpur, District : South 24-Parganas, WEST BENGAL, PIN - 700075, Mobile No. : 9836926280, Status :Deed Writer		
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 : 10,00,000/-]	
Set Forth value		Market Value	
		Rs. 6,94,77,840/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 10,053/- (Article:E, E, B)	
Remarks			

Land Details :

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: KAMRABAD, Mouza: Gangajoyara, JI No: 18, Pin Code : 700150

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-567 (RS :-)	LR-1383	Bastu	Shali	58 Dec		1,80,96,000/-	Property is on Road Adjacent to Metal Road,
L2	LR-567 (RS :-)	LR-1384	Bastu	Shali	58 Dec		1,80,96,000/-	Property is on Road Adjacent to Metal Road,
L3	LR-567 (RS :-)	LR-1382	Bastu	Shali	58 Dec		1,80,96,000/-	Property is on Road Adjacent to Metal Road,
L4	LR-567 (RS :-)	LR-2835	Bastu	Shali	12.41 Dec		38,71,920/-	Property is on Road Adjacent to Metal Road,
L5	LR-567 (RS :-)	LR-2805	Bastu	Shali	12.41 Dec		38,71,920/-	Property is on Road Adjacent to Metal Road,
L6	LR-567 (RS :-)	LR-2833	Bastu	Shali	12.41 Dec		38,71,920/-	Property is on Road Adjacent to Metal Road,
L7	LR-267 (RS :-)	LR-2834	Bastu	Shali	12.41 Dec		35,74,080/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			223.64Dec	0 /-	694,77,840 /-	
		Grand Total :			223.64Dec	0 /-	694,77,840 /-	

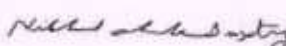
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Jai Matadi Plaza Private Limited 2, O C Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxx1G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	Narayan Niketan Private Limited 2, O.c. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxx8H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	Tulsi Abasan Private Limited 2,O. C. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxx1K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
4	Jalan Hi Mech Private Limited 2, O.c. Ganguly Sarani, Altitude, 10th 11th Flor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-1XX4 , PAN No.:: AAxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
5	Maa Durga Abasan Private Limited 2, O. C. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX7 , PAN No.:: AAxxxxx7L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
6	Jalan Niketan Private Limited 2, O. C. Ganguly Sarani, Altitude, 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-1XX9 , PAN No.:: AAxxxxx5B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
7	Neo Seamless Tubes Limited 2, O.c. Gnaguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:- South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX7 , PAN No.:: aaxxxxx5e,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	JALAN BUILDERS PRIVATE LIMITED 2, O. C. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020 Date of Incorporation:XX-XX-2XX6 , PAN No.:: aaxxxxx4q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Nikhil Chakraborty (Presentant) Son of Late Nirmal Chakraborty Date of Execution - 31/12/2024, , Admitted by: Self, Date of Admission: 06/01/2025, Place of Admission of Execution: Office	Photo  Jan 6 2025 1:31PM	Finger Print  Captured LTI 06/01/2025	Signature  06/01/2025
16, Chittaranjan Park, City:- , P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.:: AMxxxxxx0G, Aadhaar No: 79xxxxxxxx3655 Status : Representative, Representative of : Jai Matadi Plaza Private Limited (as Authorised Signatory), Narayan Niketan Private Limited (as Authorised Signatory), Tulsi Abasan Private Limited (as Authorised Signatory), Jalan Hi Mech Private Limited (as Authorised Signatory), Maa Durga Abasan Private Limited (as Authorised Signatory), Jalan Niketan Private Limited (as Authorised Signatory), Neo Seamless Tubes Limited (as Authorised Signatory)				
2	Name Mr Pratik Jalan Son of Mr Brij Mohan Jalan Date of Execution - 31/12/2024, , Admitted by: Self, Date of Admission: 06/01/2025, Place of Admission of Execution: Office	Photo  Jan 6 2025 1:34PM	Finger Print  Captured LTI 06/01/2025	Signature  06/01/2025
9, Lovelock Place, Orbit Palace, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX7 , PAN No.:: AGxxxxxx6R, Aadhaar No: 27xxxxxxxx1311 Status : Representative, Representative of : JALAN BUILDERS PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rahul Dhar Son of Late R Dhar Ajaynagar, City:- , P.O:- Santoshpur, P.S:- Purba Jadabpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700075	 06/01/2025	 Captured 06/01/2025	 06/01/2025
Identifier Of Mr Nikhil Chakraborty, Mr Pratik Jalan			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec

3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec
7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-8.28571 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec

5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	Jai Matadi Plaza Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
2	Narayan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
3	Tulsi Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
4	Jalan Hi Mech Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
5	Maa Durga Abasan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec
6	Jalan Niketan Private Limited	JALAN BUILDERS PRIVATE LIMITED-1.77286 Dec

7	Neo Seamless Tubes Limited	JALAN BUILDERS PRIVATE LIMITED-1,77286 Dec
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Land Details as per Land Record

District: South 24-Parganas, P.S:- Sonarpur, Gram Panchayat: KAMRABAD, Mouza: Gangajoyara, JI No: 18, Pin Code : 700150

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 567, LR Khatian No:- 1383	Owner:জয় মাতাদি প্লাজা প্রাঃ লিম, Address:122, জে.এন.মুখার্জী রোড, হাওড়া , Classification:শালি, Area:0.06000000 Acre,	Jai Matadi Plaza Private Limited
L2	LR Plot No:- 567, LR Khatian No:- 1384	Owner:নারায়ণ নিকেতন প্রাঃ লিম, Address:122, জে.এন.মুখার্জী রোড, হাওড়া-711107 , Classification:শালি, Area:0.07000000 Acre,	Narayan Niketan Private Limited
L3	LR Plot No:- 567, LR Khatian No:- 1382	Owner:তুলসি আবাসন প্রাঃ লিম, Address:122, জে.এন.মুখার্জী রোড, হাওড়া , Classification:শালি, Area:0.06000000 Acre,	Tulsi Abasan Private Limited
L4	LR Plot No:- 567, LR Khatian No:- 2835	Owner:জালান হাইমেক প্রাঃ লিম, Gurdian:সঞ্জীব কুমার চৌধুরী, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	Jalan Hi Mech Private Limited
L5	LR Plot No:- 567, LR Khatian No:- 2805	Owner:মা দুর্গা আবাসন প্রাঃ লিম, Gurdian:প্রদীপ জালান, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	Maa Durga Abasan Private Limited
L6	LR Plot No:- 567, LR Khatian No:- 2833	Owner:জালান নিকেতন প্রাঃ লিম, Gurdian:বিজয় মথন জালান, Address:নিজ , Classification:শালি, Area:0.07000000 Acre,	Jalan Niketan Private Limited
L7	LR Plot No:- 267, LR Khatian No:- 2834		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 160400091 / 2025

On 06-01-2025

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 12:56 hrs on 06-01-2025, at the Office of the D.S.R. - IV SOUTH 24-PARGANAS by Mr Nikhil Chakraborty ..

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 6,94,77,840/-

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

Execution is admitted on 06-01-2025 by Mr Pratik Jalan, Director, JALAN BUILDERS PRIVATE LIMITED, 2, O. C. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr Rahul Dhar, , Son of Late R Dhar, Ajaynagar, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Execution is admitted on 06-01-2025 by Mr Nikhil Chakraborty, Authorised Signatory, Jai Matadi Plaza Private Limited, 2, O C Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Narayan Niketan Private Limited, 2, O.c. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Tulsi Abasan Private Limited, 2, O. C. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Jalan Hi Mech Private Limited, 2, O.c. Ganguly Sarani, Altitude, 10th 11th Flor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Maa Durga Abasan Private Limited, 2, O. C. Ganguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Jalan Niketan Private Limited, 2, O. C. Ganguly Sarani, Altitude, 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020; Authorised Signatory, Neo Seamless Tubes Limited, 2, O.c. Gnaguly Sarani, Altitude 10th 11th Floor, City:- , P.O:- Lala Lajpat Rai Sarani, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020

Identified by Mr Rahul Dhar, , Son of Late R Dhar, Ajaynagar, P.O: Santoshpur, Thana: Purba Jadabpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700075, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053.00/- (B = Rs 10,000.00/- ,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 10,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 04/01/2025 3:40PM with Govt. Ref. No: 192024250342440358 on 04-01-2025, Amount Rs: 10,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 1626985077013 on 04-01-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 33597, Amount: Rs.100.00/-, Date of Purchase: 24/05/2024, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 04/01/2025 3:40PM with Govt. Ref. No: 192024250342440358 on 04-01-2025, Amount Rs: 74,921/-, Bank: SBI EPay (SBIPay), Ref. No. 1626985077013 on 04-01-2025, 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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1604-2025, Page from 3653 to 3728
being No 160400091 for the year 2025.



(Signature)

Digitally signed by Anupam Halder
Date: 2025.01.06 15:12:46 +05:30
Reason: Digital Signing of Deed.

(Anupam Halder) 06/01/2025

DISTRICT SUB-REGISTRAR

OFFICE OF THE D.S.R. - IV SOUTH 24-PARGANAS

West Bengal.