

निम्प्रविका पश्चिम बंगाल WEST BENGAL

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Additional District Sub-Registrer, Rajarhat, New Yown, North 24-Res

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DEVELOPMENT AGREEMENT

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1. Date: 2 nd day of August, 2023

2. Place: Kolkata

- 3. PARTIES
- 3.1. WAHIDA KHATUN, (PAN-KBUPK0308G), (Aadhar No. 7897 1787 9241), (Mob : 9382655070) wife of Md Bodiuzzaman, by faith-Islam, by occupation—House wife, by Nationality-Indian, residing at Village-Sherpur, Post Office-Dokhalbati, Police Station-Margram, District-Birbhum, PIN-731224, West Bengal,
- 3.2. MD NAZRUL HAQUE (PAN No.AIJPH6005K), (Aadhar No.4158 6850 1973) (Mob : 9609541845), son of Naquibul Haque, by faith-Islam, by occupation Doctor, by Nationality-Indian, residing at residing at Flat No.1B, BL-H, RGM, 7/147, Ayush Residency, Kalipark, Post Office-Rajarhat Gopalpur, Police Station-Narayanpur, District-North 24 Parganas, PIN-700136, West Bengal,
- 3.3. INTEKHAB ALAM (PAN No. BCOPA5315B), (Aadhar No.3616 9567 1085) (Mob : 9126511075), son of Md Abdul Latif, by faith-Islam, by occupation – Business, by Nationality-Indian, residing at Village-Sanmatinagar, Post Office-Sanmatinagar, Police Station- Raghunathganj, District-Murshidabad, PIN-742213, West Bengal,

hereinafter collectively referred to as the **OWNERS** (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include her legal heirs, successors, nominees, executors, administrators and/or assigns) of the **FIRST PART**.

AND

3.4. NEXT GENERATION HOUSING PRIVATE LIMITED (PAN No-AAHCN2513R) a company incorporated under the Companies Act, 2013 and having its registered office at 171/C/1, Picnic Garden Road, Green Residency, Post Office-Tiljala, Police Station-Tiljala, District-South 24 Parganas, PIN-700039, West Bengal, being represented by its Directors, namely (1) RUKSANA PARVIN, (PAN No.BJAPP0481N) (Aadhar No.6537 6695 4216) (Mob:9007222923), wife of Farul Sarkar, by faith-Islam, by occupation—

Business, by Nationality-Indian, residing at 171/C/1, Picnic Garden Road, Flat No.2B, Green Residency, Post Office & Police Station-Tiljala, District-South 24 Parganas, Kolkata-700039, West Bengal, AND (2) RABIUL AWAL UL RAHAMAN, (PAN-AKUPR1866M) (Aadhar No. 780780151454), (Mob: 9674923292), son of Ajijar Rahaman Sarkar, by faith-Islam, by occupation-Business, by Nationality-Indian, residing at 171/C/1, Picnic Garden Road, Green Residency, Flat No.2A, Post Office-Tiljala, Police Station-Tiljala, District-South 24 Parganas, PIN-700039, West Bengal, hereinafter referred to and identified as DEVELOPER (which term and/or expression shall unless excluded by or repugnant or contrary to the subject or context be deemed to mean, imply and include its successor-in-interest, nominees, executors, administrators and/or assigns) of the SECOND PART.

Owners and Developer hereinafter collectively referred to as **Parties** and individually **Party**.

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

- 4. Subject Matter of Agreement:
- 4.1. Development and Commercial Exploitation of Said Property: The instant Agreement between the Owners and the Developer is executed regarding the development of ALL THAT piece and parcel of Bagan Land measuring more or less 4.50 (Four Point Five Zero) Decimal, out of which, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3991, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3993 and Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3990, all lying and situated at

Mouza- Kalikapur, J.L.No.40, Police Station- Rajarhat, within Patharghata Gram Panchayet, District-North 24 Parganas, State of West Bengal, hereinafter referred to as the "said property" which is more particularly described in the First Schedule hereunder written by constructing residential/commercial multi-storied/high rise buildings over the said Property, hereinafter called "said Project". Be it noted that the said Project is the part and portion of the entire Residential cum Commercial Complex (hereinafter "the Complex"), which shall be developed in phases subject to the amalgamation of the adjacent plots of land.

- 5. Representations, Warranties and Background
- 5.1. Owners' Representations: The Owners have represented and warranted to the Developer as follows:
- 5.1.1. Absolute Ownership of the land: The Owners are in absolute and peaceful possession and enjoyment of the entire piece and parcel of the said Property without any obstruction and interference of any nature, from anybody or from anywhere.
- 5.1.2. Owners to Ensure Continuing Marketability: The Owners ensures that ownership titles of the said property shall remain marketable and free from all encumbrances and will remain so, till the completion of development of the said Property.
- 5.1.3. No Previous Agreement: The Owners REPRESENT AND UNDERTAKE that neither they have leased out, mortgaged, nor ENTERED INTO any Agreement for sale, transfer, development of the said Property with any other person/s or any other entity. The Owners furthermore represents as under:
 - a) The Owners further represents that the said Property is not mortgaged to any financial institutions, Banks or Non-banking Institutions or any third party.
 - Furthermore, the Owners represents that the said Property is not leased out to any Individual/s, HUF(s), Company/ies, Firm/s, Trust/s, Banking and Non-

Banking Institutions or any other financial institutions or any Government Authority/s etc.

- c) The Owners also represents that they have not entered into any Agreement for Sale, Deed of Conveyance(s), or any other deeds or covenants, registered or unregistered with any Individual, Banks or Non-Banking Institutions, HUF(s), Company/ies, Firm/s, Trust/s.
- d) The Owners further represents that they have not entered into any Development Agreement, either registered or unregistered, in favour of any Company, Firm/s, Individual, and Government Bodies in respect of the said Property, and as such no Power of Attorney was executed in favour of any Company, Firm/s, Individual, and Government Bodies for the development on the said Property.
- 5.1.4. No Requisitions or Acquisitions: The said Property or any part thereof is not affected by any requisition or acquisition 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 property 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. Further, the said Property is not affected by provisions of the Urban Land (Ceiling & Regulation) Act, 1976.
- 5.1.5. The Authority of the Parties: The Parties hereto have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 5.1.6. No Prejudicial Act: The Owners shall not do nor permit anyone 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, lis pendens, attachments and liabilities on the said Property or the Project or the Co-Owners cum Developer.

- 5.2. Developer's Representations: The Developer has represented and warranted to the Owners as follows:
- 5.2.1. Infrastructure and Expertise of Developer: The Developer is carrying on business in the real estate sector and has compatible infrastructure and expertise in the field.
- 5.2.2. No Abandonment: The Developer shall not abandon, delay or neglect the Project of development of the said Property and shall accord the highest priority, financial as well as infrastructural, to the development of the said Property.
- 5.2.3. Developer has authority: The Developer has full authority to enter into this Agreement and appropriate resolutions/authorizations to that effect exist.
- 5.2.4. Decision to Develop: Pursuant to the preliminary discussion held between the parties, the Owners and the Developer , have decided to jointly develop the said Project on the first schedule mentioned Land wherein the Owners will offer land and the Developer will put its expertise and funds needed for the Project to develop the said Property by constructing the residential/commercial multistoried buildings. The salient terms of the understanding between the Parties are that the Owners and Developer shall have the respective self-contained Apartment(s)/Flat(s) and/or Commercial areas together with Car Parking (as detailed hereinafter in Clause 5.3 (Owners' Allocation) and 5.4 (Developer 's Allocation)) allotted in favour of the Owners and the Developer in the manner more particularly described in the Second Schedule and Third Schedule respectively.
- 5.3 Owners' Allocation: Parties have agreed that the Owners shall be entitled to 40% (forty per cent) of the sanctioned F.A.R or 40% (forty per cent) of the sanctioned constructed area, whichever is higher, in the form of self-contained Apartment(s)/Flat(s) as per the sanctioned Building Plan against the said Property in the proposed multi-storied building(s), which is specifically mentioned as "Owners' Allocation" in the Second Schedule written

hereunder, **TOGETHER WITH** the respective undivided share, rights, title and interest in the Common Parts and Amenities, facilities and underlying land, in a complete and habitable condition.

It is pertinent to mention here that all the Ownes shall be entitled to sell, transfer, assign, convey, lease or otherwise dispose of their said Owners's Allocation in any manner whatsoever, at their absolute discretion, subject however to the terms and conditions of this Agreement and shall be entitled to all proceeds and income from any such sale, transfer, assignment, conveyance, lease or other disposals of the said Owners' Allocation.

BE IT NOTED that the Flat Number, Floor and Block of the Apartment(s)/Flat(s) in favour of each of the Owners shall be allocated/demarcated immediately after obtaining the sanctioned building plan from the appropriate Authority. Subsequently, an Allocation Agreement shall be executed between the Owners and the Developer, inter alia, signifying the Apartment(s)/Flat(s) of each of the Owners within the ambit of the Owners' Allocation. Further, the Owners shall be provided with the Allocation Agreement together with the demarcated Floor Plan, which shall be an integral part of the said Allocation Agreement.

FURTHER BE IT NOTED, that the common areas including roof, staircase, landings, lift, lift lobbles and corridors in the proposed multi-storied buildings and other facilities, common road for ingress and egress in the Project shall be for the common use of the Owners and Developer and/or subsequent transferees.

5.4 Developer's Allocation: Parties have agreed that the Developer shall be entitled to 60% (sixty per cent) of the sanctioned F.A.R or 60% (sixty per cent) of the sanctioned constructed area, whichever is higher, in the form of self-contained Apartment(s)/Flat(s), Car Parking spaces and commercial areas as per the sanctioned Building Plan against the said Property in the proposed

multi-storied buildings together with the respective undivided share, rights, title and interest in the Common Parts and Amenities, facilities and underlying land, which is specifically mentioned as the "Developer 's Allocation", in the Third Schedule written hereunder. The Developer shall be entitled to sell, transfer, assign, convey, lease or otherwise dispose of the said constructed area (comprising of the Apartment(s) and/or Flats and/or Commercial areas and/or such other areas including Car Parking space) as comprised in the said Developer's Allocation in any manner whatsoever, at its absolute discretion, subject however to the terms and conditions of this Agreement and shall further be entitled to all proceeds and income from any such sale, transfer, assignment, conveyance, lease or other disposals of the said constructed area (comprising of the Apartment(s) and/or Flat(s) and/or Commercial areas and/or such other areas including Car Parking space) as comprised in the said Developer 's Allocation.

- 5.5 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions for the said Project are being recorded by this Agreement.
- 6 Basic Understanding
- 6.1 Development of Said Property and Commercial Exploitation of Said Project: The Parties have mutually decided to take up the development of the said Property by way of construction of multi-storied buildings/high-rise thereon and commercial exploitation of the same with (1) specified inputs and responsibility-sharing by the Parties and (2) exchange with each other of their specified inputs.
- 6.2 Nature and use of said Project: The said Project shall be constructed in accordance with Architectural Plans (hereinafter "Building Plans") as prepared

by an architect (hereinafter "Architect") and approved by the appropriate authority, as a Project comprising of primarily residential buildings and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common.

- 6.3 Appointment of Contractors etc: The Developer shall in consultation with the Owners appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the said Project, at its costs and expenses.
- 8.4 No Liability for Taxes: The Owners shall not be liable for any income tax, or any other levies of taxes in respect of the amount of revenue received by the Developer towards its share and vice-versa the Developer shall also not be liable for the amount of revenue received by the Owners towards their share. Furthermore, the levies or taxes of the statutory Government Authorities implied on the said Property will be paid up to date by the Owners, before the handing over of the said Property for development to the Developer. If any extra cost is being incurred by either of the parties which falls within the liability of the other party/s, the same will be adjusted accordingly upon mutual decisions between the parties hereto.
- 6.5 Nomination: The Developer, at any stage, can nominate any person/persons or any other entity in its place for Development of the said Property, to which the Owners shall have no objection, whatsoever.
- 6.6 Sale of Respective shares of the Owners: Upon consent of the other Owners, an Owners can sell and/or transfer his/her proportionate share in the said Property and/or Owners' Allocation to any or all the Owners without affecting this Agreement.
- 6.7 Modification in share: It is the mutual covenant of the parties hereto that the share in the sanctioned area can be modified at a subsequent stage hereinafter upon written consent of all the parties hereto, it is further mutually agreed by

and between the parties to this Agreement, that in case the Owners hereto opt for extra square feet or any added area apart from his/her share in the Owners' allocation, then, in that case, the owner/s opting for the same will be liable to pay the extra cost @ Rs.3,500/- per square feet up to 100 sq. ft. of super built-up area for such extra square feet or added area, and beyond 100 sq. ft., if the Owners demand for any further added area, the extra square feet so demanded will be charged at prevailing market value.

- 6.8 Maintenance: Both the Owners and the Developer shall mutually frame a scheme for the management and administration of the said Project and the maintenance shall be handed over to a professional agency. Both the Owners and the Developer will mutually and jointly take all decisions for the management of the common affairs of the said Project.
- 6.9 Maintenance Charge: The Developer in consultation with the Owners shall hand over the management and maintenance of the common portions and services of the said Project to a professional agency, which shall collect the costs and/or service charge (hereinafter "Maintenance Charge"). It is clarified that the Maintenance Charge shall include a premium for the insurance of the said Project, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical, along with gardening and cleaning of service and common areas and amenities, and mechanical equipment and other installations, appliances and equipment.

7 Development and Commencement

7.1 Development: The Parties hereby accept the basic understandings between them as recorded in Clause 5 and 6 and its sub-clauses hereinabove and all other terms and conditions concomitant thereto including those mentioned in this Agreement.

- 7.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the commencement date (hereinafter "Commencement Date") as mentioned in Clause 8.4 and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and all saleable spaces in the said Project are transferred and sold completely or till this Agreement is terminated in the manner stated in this Agreement.
- 8 Pre-Sanction Activities, Sanction and Construction
- 8.1 Payment of Land Revenue: The Owners shall make payment of up-to-date land revenue in respect of the said Property.
- 8.2 Architects and Consultants: The Owners confirm that the Owners have authorized the Developer to appoint the Architect and other consultants for the development of the said Property. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility thereto.
- 8.3 Construction of Said Project: The Developer shall, at its costs and expenses construct, erect, and complete the said Project in accordance with the sanctioned Building Plan. In this regard, it is clarified that (1) the said Project may, at the option of the Developer, be constructed and delivered in a phased manner and (2) the said Project may be separate and distinct clusters of new buildings with some common amenities.
- 8.4 Commencement Date: The date of commencement shall be deemed to be within six months from the date of obtaining the sanctioned Plan from the concerned Department having the appropriate authority to sanction such Building Plan. The Developer (as the authorised Attorney of the Owners) at its own cost and endeavour shall take every initiative to obtain the sanctioned Plan

at the earliest.

- 8.5 Completion Time: With regard to the time of completion of the Project, it has been agreed by and between the Parties that the Developer shall construct, erect and complete the said Project within 36 (Thirty-Six) months (hereinafter "Completion Date") from the date of commencement of construction, provided, however, the Completion Date may be extended for a grace period of 6 (six) months more to complete the said Project and to deliver the Owners' Allocation.
- 8.6 Temporary Connections: The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the said Property, upon payment of all usage charges.
- 8.7 Modification of Building Plans: Any amendment or modification to the Building Plans will be made by the Developer in consultation with the Owners within the permissible limits of the Planning Authorities.
- 8.8 Responsibility of the Owners: The Owners shall not indulge in any activities which may be detrimental to the development of the said Property and/or which may affect the mutual interest of the parties. The Owners shall co-operate for successful completion of the said Project.

9 Powers and Authorities

9.1 Power of Attorney for Construction and Sale: Simultaneously with the execution of this Agreement, the Owners have granted to the Developer a Power of Attorney for construction of the said Project and to negotiate and sale of the Apartment(s)/Flat(s) and/or Commercial areas and/or Car Parking spaces within Developer 's Allocation in the said Project and receive consideration therefore and shall also issue money receipt(s) to the intending Purchaser and

do all necessary documentation for the sale of the said Apartment(s)/Flat(s) and/or Commercial areas and/or Car Parking spaces within the Developer 's Allocation with the intended purchaser as necessary. The Owners shall grant the power to the Developer to execute, admit and/or present, register Agreement for Sale, Deed of Conveyance or any other documents within Developer's Allocation only, as to be required from time to time.

- 9.2 Amalgamation and Extension of Project: Notwithstanding the grant of the aforesaid Powers of Attorney, the Owners hereby undertake that the Owners shall execute, as and when necessary, all papers, documents, plans etc. for enabling the Developer to amalgamate the Said Property with the adjoining plots of Land for extension of the Project and use of Common Portions.
- 9.3 Further Acts: Notwithstanding the grant of the aforesaid Power of Attorney, the Owners hereby undertakes that they shall, if required, execute such (1) Agreements for Sale and Conveyances for Sale within Developer's allocation (2) all papers, documents, plans etc., as and when necessary, without raising any dispute, for enabling the Developer to perform all obligations under this Agreement.

10 Financials

10.1 Project Finance: The Developer, to have financial assistance, may avail for the financing of the Project (hereinafter "Project Finance") through a Bank/Financial Institution/others by mortgaging Developer's Allocation only in the said Project. Such Project Finance can be secured on the construction work-in-progress/receivables. It being expressly agreed and declared that Developer and/or its nominee and/or nominees shall be solely liable and/or responsible for the repayment of the said loan and/or banking facilities and in no event, Owners shall be liable for repayment of the same and in such event,

Developer agrees and undertakes to indemnify the Owners to that effect.

- 11 Dealing with Constructed Area
- 11.1 Marketing: It has been agreed that the said Project will be marketed mainly through a Marketing Agent/Self Team to be appointed by the Developer.
- 11.2 Proportionate handover of the Owners's entitlement: The Developer upon completion of the said Project, shall hand over the respective Apartment(s)/Flat(s) together with the Car Parking space to the Owners within the Owners' Allocation. Such allocation shall include the respective undivided share, rights, title and interest in the Common Parts and Amenities and underlying land. Be it noted that the Flat Number, Floor and Block of the Apartment(s)/Flat(s) and the corresponding Car Parking space in favour of each of the Owners shall be allocated/demarcated immediately after obtaining the sanctioned building plan from the appropriate Authority and an Allocation Agreement shall be executed between the Owners and the Developer, inter alia, signifying the Apartment(s)/Flat(s) together with Car Parking of the each of the Owners and the Owners shall be provided with the Allocation Agreement together with the demarcated Floor Plan.
- 11.3 Possession to the Owners: On completion of the Project, the Developer will handover undisputed possession of the respective Owners' Allocation in form of self-contained Apartment(s)/Flat(s) together with Car Parking space with all rights of the common facilities and amenities to the Owners' along with possession letters and other required documents such as completion certificate, etc.
- 11.4 Amenities, Generator, Electricity and other Charges: The each Owners will pay a lump sum amount of Rs.1,25,000/- (Rupees One Lakh Twenty Five Thousand only) per Apartment(s)/Flat(s) (irrespective of whether 2BHK or 3BHK)

Apartment(s)/Flat(s)) at the time of taking possession of their respective share within the Owners' Allocation on account of generator charges including installation charges, sub-station construction cost and electric transformer installation charges including deposit demanded by the appropriate authorities, electric meter charges, water connection charges including deposit, membership fees to use amenities like clubhouse, swimming pool, children play area, community hall, sewage treatment, landscaped garden, lift, power backup for lift & common areas, CCTV, etc. and others common amenities or facilities in the said Project. In case of any requirement for addition or alteration in internal specification/s, as may be required by the Owners, the additional charges for such change, if required, will be applicable and paid by the Owners abovenamed.

12 Panchayat Taxes, Khazna and Outgoings

12.1 Relating to Prior Period: All Panchayat rates, Khazna and taxes and outgoings (collectively Rates) on the said Property relating to the period before the date of this Agreement shall be borne, paid and discharged by the Owners.

13 Obligation of Developer

- 13.1 Completion of Development within Completion Time: The Developer shall complete the entire process of development of the said Property within the Completion Date, subject to the Force Majeure clause, detailed hereinafter.
- 13.2 Compliance with Laws: The execution of the said Project shall conform with the prevailing acts, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of both the parties to this Agreement to ensure compliance.
- 13.3 Planning, Designing and Development: The Developer shall be responsible for planning, designing and developing the said Project with the help of the Architect, professional bodies, contractors, etc. The entire planning and design

- are to be done by the Developer .
- 13.4 Specifications: The Developer shall use standard quality building materials and the decision of the Architect as to the quality and standard of materials to be used shall be final and binding on the Parties.
- 13.5 Commencement of Project: The development of the said Project shall commence as per the Specifications, Building Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the sole responsibility of the Developer.
- 13.6 Strict Adherence by Developer: The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation.
- 13.7 Construction at Developer's Cost: The Developer shall construct and complete the said residential multi-storeyed buildings in the Project at its costs and expenses and it will look after the day-to-day matters. Owners shall have no liability towards construction cost and/or any other cost for constructing and completing the said building and/or Project. The Developer shall construct and complete the said Project at its own cost and expenses including Owners' Allocation with such specification, approved by the appropriate authority during the approval/sanction of the building plan and/or such specification, which will be given to the prospective Purchasers' Apartment(s)/Flat(s) in the said Project. All the cost and/or charges for obtaining sanctioned plan, government approvals and/or NOC from government authorities/statutory authorities and others required approvals from any other authorities for construction and complete the said Project will be borne by the Developer.
- 13.8 Responsibility for Marketing and Advertising: The Developer shall be solely responsible for the marketing and advertising of the said Project. The marketing strategy, budget, selection of publicity material, media etc. shall be

- decided and formulated by the Developer only and the Owners shall not interfere in any manner whatsoever. All costs and expenses towards marketing and advertising of the said Project shall be borne by the Developer.
- 13.9 Pricing: The Developer shall determine the first basic price for sale or disposal of the Apartment(s)/Flat(s) within the Developer's allocation in the said Project keeping in view the market economics and such basic price may be revised from time to time by the Developer.
- 13.10 No Violation of Law: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to the construction of the said Project.
- 14 Obligations of the Owners
- 14.1 Co-operation with Developer: The Owners undertakes to fully co-operate with the Developer for obtaining all permissions required for the development of the said Property.
- 14.2 Act in Good Faith: The Owners undertakes to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the said Project can be successfully completed.
- 14.3 Documentation and Information: The Owners undertakes to provide the Developer with all documentation and information relating to the said Property as may be required by the Developer from time to time without raising any demur and/or objection in any manner whatsoever.
- 14.4 No Obstruction in Dealing with Developer's Functions: The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.
- 14.5 No Obstruction in Construction: The Owners hereby covenants not to cause

any interference or hindrance in the construction of the said Project. It is clearly understood by the Owners that the said Project shall be constructed in phases. However, the Developer shall inform the Owners quarterly about the progress of construction of the said Project.

- 14.6 No Dealing with said Property: The Owners hereby covenants not to deal with, let out, grant lease, mortgage and/or charge the Owner's Allocation in the said Property or any portions thereof, save in the manner envisaged by this Agreement.
- 14.7 Making out Marketable Title: The Owners hereby covenants that it shall make out a good, bankable and marketable title of the said Property and all original title related papers and documents shall be kept with the Owners, which will be presented to the Developer within a short period, as and when demanded.
- 14.8 Co-operations: The Owners shall co-operate in planning; discuss all major policy matters if required and other act as referred in this Joint Development Agreement.

15 Indemnity

- 15.1 By the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved, harmless and indemnified of, 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 said Project including any act of neglect or default of the Developer's consultants and employees and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 15.2 By the Owners: The Owners hereby indemnifies and agrees to keep the Developer saved, harmless and indemnified from and against any and all loss,

damage or liability (whether criminal or civil) suffered by the Developer in the course of implementing the said Project including marketing thereof for any successful claim by any third party for any defect in the title of the said property or any of the representations of the Owners being incorrect.

16 Limitation of Liability

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

17 Miscellaneous

- 17.1 Parties acting under Legal Advice: Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts to be done in pursuance hereof and the other Party shall not be responsible for the same.
- 17.2 Essence of Contract: In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 17.3 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction 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 the authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertakes 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 purpose and the Owners also undertake to sign and execute all additional

applications and other documents, at the costs and expenses of the Developer **PROVIDED THAT** all such acts, deeds, matters and things do not in any way infringe on the rights of the Owners and/or go against the spirit of this Agreement.

- 17.4 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 17.5 Name of Said Projects: The name of the said Project shall be decided by the Developer in consultation with the Owners.

18 Defaults

18.1 Cancellation of the Agreement: The Parties hereto shall be entitled to cancel or rescind this Agreement in case the other Party to this Agreement fails or neglects to perform their obligations, subject to prior intimation in writing about the default. The Parties hereto shall have to serve at least 30 days' prior notice to that effect. In the event of any default on the part of either Party, the other Party shall be entitled to sue the defaulting Party for specific performance of this Agreement and also for damages. Nonetheless, the Party in default shall have the opportunity to make good such default/defect/breach within the notice period and in such circumstances of making good the default/defect/breach, the Agreement shall continue to have its effect.

19 Force Majeure

- 19.1 Meaning: Force Majeure Events shall include the following:
 - a. Act of war, hostilities (whether declared or not), invasion, an act of foreign enemies, armed conflict blockade, embargo, revolution, riot, insurrection, civil commotion, the act of terrorism or sabotage.

- Rebellion, terrorism, revolution, insurrection, military or usurped power or civil war.
- c. Riot, commotions or other civil disorders.
- d. Any act, restraint or regulation of any Governmental instrumentality including any local state or central government of India or any department, or agency thereof including (i) Any act, regulation or restraint constituting a change in the law. (ii) Any failure by a competent authority to grant or renew any license, permit or clearance within a reasonable time (other than for cause) after the application has been duly made or (iii) the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority.
- e. Any local issues, which may hamper the implementation of the Project.
- Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements.
- g. Pandemic, epidemic, famine or plague.
- h. Radioactive contamination or ionizing radiation.
- Fire, explosion or accident leading to breakage of facilities, plants or equipment or chemical contamination thereof.
- Strike, lockout or other labour difficulties.
- k. Legal proceedings or any other order, rule or notification issued by the competent authorities affecting the development of the Project.
- 19.2 Reasonable Endeavors: The Party claiming to be prevented or delayed in the performance of any of their/its obligations under this Agreement because of an event of Force Majeure shall use all reasonable endeavour to bring the event of Force Majeure to a close or to find a solution by which this Agreement may be performed despite the continuance of the event of Force Majeure.

20 Counterparts

20.1 All Originals: This Agreement is being executed in original and shall be retained by the Developer till completion of the Project. The Owners, if desired, may obtain a true copy/photocopy of the executed Agreement for their record and reference.

21 Severance

- 21.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 21.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some parts of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 21.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavour to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.
- 22 Transfer of Apartment(s)/Flat(s):
- 22.1 Transfer of Apartment(s)/Flat(s): In consideration of the Developer constructing the said Project, the Owners shall either through himself or

through the Developer as a Constituted Attorney, execute the Deed of Conveyance/s of the undivided share in the land contained in the said Property as being attributable to the respective Apartment(s)/Flat(s) in favour of the transferees thereof, in such part or parts as shall be required by the Developer. Such Deed of Conveyance/s relating to any Block shall be executed by the Owners or his Constituted Attorney.

- 22.2 Cost of Transfer: The costs of preparing the Deed of Conveyance/s and the stamp duty and registration fees (including deficit stamp duty and registration fees, if any) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.
- Unsold with Dealing Transferees and 22.3 Possession to Apartment(s)/Flat(s): The possession of Apartment(s)/Flat(s) to the Transferees shall be delivered progressively. At the end of the Project i.e., upon issuance of the Completion Certificate, if there are any unsold Apartment(s)/Flat(s) in the hands of the Developer , then the Parties hereto shall discuss and mutually decide the manner for either handing over such unsold areas to the Parties respectively or otherwise. In case possession is made over to any proposed Transferee prior to receipt of Occupancy Certificate, then the Developer alone shall be responsible for the same without any liability of the co-owners and shall keep the co-owners fully indemnified in this regard.

23 Reservation of Rights

- 23.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.
- 23.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party

to require performance of that provision.

- 23.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
- 23.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be a waiver of the same or any other breach or non-fulfilment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such Party may otherwise have in law or equity.

24 Amendment/Modification

24.1 Express Documentation: No amendment or modification of this Agreement or any part thereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.

25 Notice

25.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due or through courier service to the proper address as mentioned in Clause 3 hereinabove and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time). The Owners shall address

all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the Owners. In case of change of address of any of the Parties hereto, the others shall be notified with immediate effect.

- 25.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:
- 25.2.1 Personal Delivery: If delivered personally, at the time of delivery.
- 25.2.2 Registered Post: If sent by registered post or courier service, on the 4th day of handing over the same to the postal authority/service provider shall be deemed to have been served upon the addressee.
- 25.2.3 Facsimile: If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.
 - 25.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made or in the case of registered post or courier, that such notice or other written communication was properly addressed and delivered to the postal authorities/service provider or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

26 Arbitration

26.1 Disputes and Prereferral Efforts: The Parties shall attempt to settle any disputes or 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 its reasonable endeavours 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. On failure of such negotiation, the Parties shall proceed with arbitration proceedings.

- 26.2 Conduct of Arbitration Proceeding: The Parties irrevocably agree that:
- 26.2.1 Place: The place of arbitration shall be Kolkata only.
- 26.2.2 Language: The language of the arbitration shall be English.
- 26.2.3 Interim Directions: The Arbitration Tribunal shall be entitled to give Interim awards/directions regarding the Disputes.
- 26.2.4 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.
- 26.2.5 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.
- 26.2.6 Appointment: Sole Arbitrator to be appointed by the Legal Advisor of both the parties.

27 Jurisdiction

27.1 Court: In connection with the aforesaid arbitration proceedings, the Learned Courts at North 24 Parganas and Hon'ble High Court, Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

28 Rules of Interpretation

28.1 "Statutes": The instant Agreement shall be construed and governed by the applicable law of the Republic of India. Any reference to the applicable law, statute, statutory provision or subordinate legislation shall be construed as

referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

- 28.2 Number: In this Agreement, any reference to singular includes the plural and vice-versa.
- 28.3 Gender: In this Agreement, words denoting any gender including all other genders.
- 28.4 Party: In this Agreement, any reference to a Party is to a Party to this Agreement.
- 28.5 Clause or Paragraph: In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 28.6 Including: In this Agreement, any phrase introduced by the terms "including", "Include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.
- 28.7 Headings: In this Agreement, the heading is inserted for convenience of reference only and is not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

28.8 Definition: In this Agreement, the words put in brackets and bold prints define the word, phrase and expression immediately preceding.

FIRST SCHEDULE (SAID PROPERTY)

4.50 (Four Point Five Zero) Decimal, out of which, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3991, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3993 and Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3993 and Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3990, all lying and situated at Mouza- Kalikapur, J.L.No.40, Police Station- Rajarhat, within Patharghata Gram Panchayet, District-North 24 Parganas, State of West Bengal and within the jurisdiction of Additional District Sub-Registrar, Rajarhat, being butted and bounded in the manner below:

ON THE NORTH: Part of R.S & L.R Dag No.467
ON THE SOUTH: Part of R.S & L.R Dag No.467
ON THE EAST: Part of R.S & L.R Dag No.467
ON THE WEST: Part of R.S & L.R Dag No.467

TOGETHER WITH all easement rights and all other rights, appurtenances and inheritances for access and user and all title, benefits, easements, authorities, claims, demands, usufructs and tangible and intangible rights of howsoever or whatsoever nature of the Owners in the said Property.

Details of the Said Property:

Name of the Owners	R.S. & L.R. Dag Nos.	L.R. Khatian Nos.	Area Owned (In Decimal)	Classification
MD NAZRUL HAQUE	467	3993	1.50 decimal	Bagan
INTEKHAB ALAM	467	3990	1.50 decimal	Bagan
		4.50 decimal		

SECOND SCHEDULE (OWNERS' ALLOCATION)

Parties have agreed that the Owners shall be entitled to 40% (forty per cent) of the sanctioned F.A.R or 40% (forty per cent) of the sanctioned constructed area, whichever is higher, in the form of self-contained Apartment(s)/Flat(s) as per the sanctioned Building Plan against the said Property in the proposed multi-storied buildings, TOGETHER WITH the respective undivided share, rights, title and interest in the Common Parts and Amenities, facilities and underlying land, in a complete and habitable condition.

The Owners shall be entitled to sell, transfer, assign, convey, lease or otherwise dispose of their said Owners's Allocation in any manner whatsoever, at their absolute discretion, subject however to the terms and conditions of this Agreement and shall be entitled to all proceeds and income from any such sale, transfer, assignment, conveyance, lease or other disposals of the said Owners' Allocation.

BE IT NOTED that the Flat Number, Floor and Block of the

Apartment(s)/Flat(s) in favour of the Owners shall be allocated/demarcated immediately after obtaining the sanctioned building plan from the appropriate Authority. Subsequently, an Allocation Agreement shall be executed between the Owners and the Developer, inter alia, signifying the Apartment(s)/Flat(s) of the Owners within the ambit of the Owners' Allocation. Further, the Owners shall be provided with the Allocation Agreement together with the demarcated Floor Plan, which shall be an integral part of the said Allocation Agreement.

THIRD SCHEDULE (DEVELOPER'S ALLOCATION)

Parties have agreed that the Developer shall be entitled to 60% (sixty per cent) of the sanctioned F.A.R or 60% (sixty per cent) of the sanctioned constructed area, whichever is higher, in the form of self-contained Apartment(s)/Flat(s), Car Parking spaces and commercial areas as per the sanctioned Building Plan against the said Property in the proposed multistoried buildings together with the respective undivided share, rights, title and interest in the Common Parts and Amenities, facilities and underlying land.

The Developer shall be entitled to sell, transfer, assign, convey, lease or otherwise dispose of the said constructed area (comprising of the Apartments and/or Flats and/or Commercial areas and/or such other areas including Car Parking space) as comprised in the said Developer's Allocation in any manner whatsoever, at its absolute discretion, subject however to the terms and conditions of this Agreement and shall further be entitled to all proceeds and income from any such sale, transfer, assignment, conveyance, lease or other disposals of the said constructed area (comprising of the Apartments and/or Flats and/or Commercial areas and/or such other areas including Car Parking space) as comprised in the said Developer's Allocation.

FOURTH SCHEDULE (DEVOLUTION OF TITLES)

THE OWNERS HEREIN BECAME THE OWNERS OF THE FIRST SCHEDULE PROPERTY IN THE MANNER SPECIFIED HEREUNDER: Ownership of Owners herein:

By a registered Deed of Conveyance dated 23.06.2023 registered at Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No.1523-2023, pages 313417 to 313446, Being No. 152309437 for the year 2023 Md Noor Alam, Sheikh Abdul Daiyan alias Abdul Daiyan Sheikh, Mosarraf Hossain jointly had sold, transferred and conveyed ALL THAT piece and parcel of Bagan Land measuring more or less 4.50 Decimal, out of which, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3647, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3648 and Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3649, all lying and situated at Mouza - Kalikapur, J.L.No.40, Police Station-Rajarhat, within Patharghata Gram Panchayat, District-North 24 Parganas and within the Jurisdiction of Additional District Sub-Registrar, Rajarhat to EBILITY HOUSING PRIVATE LIMITED.

Thereafter by a registered Deed of Conveyance dated 12.07.2023, registered in the office of the Additional District Sub Registrar, Rajarhat, registered in Book – I, Volume No. 1523-2023, Pages 335456 to 335483, being Deed No. 152310319 for the year 2023, the said EBILITY HOUSING PRIVATE LIMITED had sold, conveyed and transferred ALL THAT piece and parcel of Bagan Land measuring more or less 4.50 Decimal, out of which, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3647, Bagan Land measuring more or less 1.50 decimal comprised in R.S. &

L.R. Dag No.467 appertaining to L.R. Khatian No.3648 and Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3649, all lying and situated at Mouza - Kalikapur, J.L.No.40, Police Station-Rajarhat, within Patharghata Gram Panchayat, District-North 24 Parganas and within the jurisdiction of Additional District Sub-Registrar, Rajarhat to Wahida Khatun, Md Nazrul Haque and Intekhab Alam, the Owners herein.

Mutation:

The said Wahida Khatun, Md Nazrul Haque and Intekhab Alam, the abovenamed Owners (Owner nos. 3.1 to 3.3 herein), subsequent to the purchase of the aforesaid plot of land, had mutated their names in the records of Land Revenue Settlement in respect of their purchased property, vide L.R. Khatian Nos. 3991, 3993 and 3990 respectively and thus the said Wahida Khatun, Md Nazrul Haque and Intekhab Alam, the abovenamed Owners (Owner nos. 3.1 to 3.3 herein) became the absolute recorded owners of ALL THAT piece and parcel of Bagan Land measuring more or less 4.50 (Four Point Five Zero) Decimal, out of which, Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3991, Bagan Land measuring more or less 1:50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3993 and Bagan Land measuring more or less 1.50 decimal comprised in R.S. & L.R. Dag No.467 appertaining to L.R. Khatian No.3990, all lying and situated at Mouza-Kalikapur, J.L.No.40, Police Station- Rajarhat, within Patharghata Gram Panchayet, District-North 24 Parganas, State of West Bengal and within the jurisdiction of Additional District Sub-Registrar, Rajarhat.

Thus, Wahida Khatun, Md Nazrul Haque, Intekhab Alam the Owners herein became absolute Owners and seized, possessed and/or sufficiently entitled to the plot of land, detailed hereunder:

Name of the Owners	R.S. & L.R. Dag	L.R. Khatian	Area Owned (In Decimal)	Classification
WAHIDA KHATUN	Nos. 467	Nos. 3991	1.50 decimal	Bagan
MD NAZRUL HAQUE	467	3993	1.50 decimal	Bagan
INTEKHAB ALAM	467	3990	1.50 decimal	Bagan

FIFTH SCHEDULE (SPECIFICATION OF CONSTRUCTION)

FOUNDATION:-

R.C.C. foundation

FLOORS:-

The entire floors of the proposed Housing Complex will be provided with branded Company Floor Tiles.

WALLS:-

Outer wall 8" thick, inner wall 4" thick & partition wall between each flat 4" thick.

DOORS:-

4" x 2.5" section Door Frame made with Shal Wood, Panel Wooden/Flush Main Door with polish/laminate finishes and to be fixed with Night Latch and MAGIC EYE, 32 mm. ISI Marked Flush Door finished, PVC Door in Toilets with necessary Handles, Screws and fittings of ISI Mark.

WINDOWS:-

Aluminium Sliding Windows with Grill.

KITCHEN:-

Cooking platform made with Black granite SLAB fitted with Stainless Steel Sink and one Long Body Bib Cock with arrangement. One additional Bib Cock will be provided under the Sink 2' ft. height glazed tiles in front of the Cooking Platform, One Exhaust Fan point with Cover, One light point and One 15 AMP power plug point for Mixer Grinder, one refrigerator electrical point.

TOILETS:-

8" x 12" Glazed tiles in walls up to Door frame level, Concealed PVC /CPVC. Pipeline for hot and cold water, Geyser point, One Exhaust Fan point with Cover, Shower point with necessary C.P. Fitting of Branded and White Porcelain Commode for Common Toilet and a plain white commode for Attached Toilet of with necessary fitting and white PVC Cistern of same Make. One basin in the bathroom.

SANITARY:-

All sanitary lines both vertical & horizontal for every kitchen & toilet of each flat will be finished with Supreme make SWR pipe & fittings.

PLUMBING:-

34" or 1/2" diameter concealed PVC Pipe & Fittings will be provided in Kitchen & Toilets, 1.5" diameter PVC Pipe, Fitting & necessary Valves (ISI Marked) will be provided for 24 hours water supply from the overhead reservoir to each flat.

ELECTRICALS:-

All wiring will be concealed by PVC Conduit with PVC Insulated Cables of

necessary Gauge and specification of Finolex or equivalent brand along with Finger Tips Switch, Plug points and 15 Amp. Power points, AC Points in every bedroom, MCB of ISI Marked.

INTERIOR WALL COATS:-

All interior walls will be finished with Plaster of Paris.

EXTERNAL PAINTS:-

External walls will be finished with Exterior Acrylic Emulsion.

ROOF TREATMENT:-

The entire roof surface of the proposed Housing Complex will be provided with 10" x 10" waterproof roof tiles necessary for water-proofing chemical treatment.

SIXTH SCHEDULE (EXTERNAL AMENITIES)

- a) Lift
- b) Indoor Games
- c) Society Specific Mobile Apps.
- d) Multi-Gym
- e) Community Hall
- f) Maintenance Office
- g) Housekeeping Facilities
- h) Landscaped Garden
- i) Power Backup for Lift & Common Areas
- j) Guardhouse
- k) CCTV

IN WITNESSES WHEREOF the parties hereto have executed and delivered this Agreement on the day, month and year first above written.

WITNESSES:

> 2. Se Jula Attossuin. 13t chowhogus A Kot-Jeno39

Wahida khatun Nasaul Hoge Ontekhab Xlam

OWNERS

NEXT GENERATION HOUSING PVT. LTD.

Russam Donn. Director

NEXT GENERATION HOUSING PVT. LTD.

Director

DEVELOPER

Drafted by:

(PARVEZ HOSSAIN)

Advocate

Enrolment No. WB/1117/2010

High Court, Calcutta

Kolkata-700001

SPECIMEN FORM FOR TEN FINGER PRINTS

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13	Little	Ring	Widdle (Left	Fore Hand)	Thumb
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lahidakhatun	Thumb	Fore	Middle (Right	Ring Hand)	
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SPECIMEN FORM FOR TEN FINGER PRINTS

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	Little	Ring	Middle (Left	Fore Hand)	Thumb
Queen Jamin	0	0	0	0	0
Lucian Form	Thumb	Fore	Middle (Right	Ring Hand)	Little
	Little	Ring	Middle (Left	Fore Hand)	Thumb
R R	Thumb	Fore	Middle (Right	Ring Hand)	Little
		y'	Middle	Fore	Thumb
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		Fore	Middle (Right	Ring	Little





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



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Method:

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2001927688/4/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

Mr Parvez Hossain

Address:

Thakurpukur

Mobile:

9831298659

Period From (dd/mm/yyyy): 01/08/2023

Period To (dd/mm/yyyy):

01/08/2023

Payment Ref ID:

2001927688/4/2023

Dept Ref ID/DRN:

2001927688/4/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001927688/4/2023	Property Registration- Stamp duty	0030-02-103-003-02 0030-03-104-001-16	4970 21
2	2001927688/4/2023	Property regulation requirement	Total	4991

FOUR THOUSAND NINE HUNDRED NINETY ONE ONLY, IN WORDS:

Major Information of the Deed

6d No:	1-1523-11453/2023	Date of Registration 02/08/2023
uery No / Year	1523-2001927688/2023	Office where deed is registered
Query Date	27/07/2023 10:52:20 PM	A.D.S.R. RAJARHAT, District: North 24-Parganas
Applicant Name, Address & Other Details	Parvez Hossain High Court, Thana : Hare Street, No.: 9831298659, Status :Advoc	District : Kolkata, WEST BENGAL, PIN - 700001, Mobile
Towns artists		Additional Transaction
	Agreement or Construction	[4305] Other than Immovable Property. Declaration [No of Declaration : 2]
egreement		Market Value
Set Forth value		Rs. 10,53,000/-
Rs. 3/-		Registration Fee Paid
Stampduty Paid(SD)		Rs. 21/- (Article:E, E)
Rs. 5,020/- (Article:48(g))		No. 2 to feature of
Remarks		

Land Details:

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, Jl No: 40, Pin Code: 700135

Code	: 700135	SHEAR SHEET SHAW	S-Section Section		Area of Land	SetForth	Market	Other Details
Sch	Plot	Khatian Number	Land Proposed	ROR	Area of Land	Value (In Rs.)	Value (In Rs.)	DOMESTIC .
No	Number		Bastu	Bagan	1.5 Dec	1/-	3,51,000/-	
L1	LR-467 (RS	LR-3991	basiu	Dayen	320.00			
	(-)			-	1.5 Dec	1/-	3,51,000/-	
L2	LR-467 (RS	LR-3993	Bastu	Bagan	1,0 000			
-10	1-)			-	10000	1/-	3,51,000/-	
13	LR-467 (RS	LR-3990	Bastu	Bagan	1.5 Dec	- 115	Ola Maria	
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	- 1	TOTAL:			4.5Dec	3/-	The second secon	
					4.5Dec	3/-	10,53,000 /-	
	Grand	Total:			4.00.00			

Name, Address, Photo, Finger print and Signature

WAHIDA KHATUN Wife of MD BODIUZZAMAN

Executed by: Self, Date of Execution: 02/08/2023 Admitted by: Self, Date of Admission: 02/08/2023 ,Place

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Signature

12/08/2023

,VILLAGE- SHERPUR, City:- Not Specified, P.O:- Dokhalbati, P.S:-Margram, District:-Birbhum, West Bengal, India, PIN:- 731224 Sex: Female, By Caste: Muslim, Occupation: House wife, Citizen of: India, PAN No.:: KBxxxxxx8G, Aadhaar No: 78xxxxxxxx9241, Status :Individual, Executed by: Self, Date of Execution: 02/08/2023

02/08/2023

, Admitted by: Self, Date of Admission: 02/08/2023 ,Place: Office

02/08/2023

Name 2 MD NAZRUL HAQUE

Son of NAQUIBUL HAQUE Executed by: Self, Date of Execution: 02/08/2023 Admitted by: Self, Date of Admission: 02/08/2023 ,Place



Finger Print

Signature

62/08/2023 02/06/2023

7/147, AYUSH RESIDENCY KALIPARK, Flat No: 1B, City:- Not Specified, P.O:- Rajarhat Gopalpur, P.S:-Dum Dum Airport, District:-North 24-Parganas, West Bengal, India, PIN:- 700136 Sex: Male, By Caste: Muslim, Occupation: Professionals, Citizen of: India, PAN No.:: AIxxxxxx5K, Aadhaar No: 41xxxxxxxx1973, Status :Individual, Executed by: Self, Date of Execution: 02/08/2023 , Admitted by: Self, Date of Admission: 02/08/2023 ,Place : Office

3 INTEKHAB ALAM (Presentant)

Son of MD ABDUL LATIF Executed by: Self, Date of Execution: 02/08/2023 , Admitted by: Self, Date of Admission: 02/08/2023 ,Place

- Office

Photo

02/88/2023

Finger Print

02/08/2025

Signature

VILLAGE SANMATINAGAR, City:- Not Specified, P.O:- SANMATINAGAR, P.S:-Raghunathganj, District:-Murshidabad, West Bengal, India, PIN:- 742213 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BCxxxxxx5B, Aadhaar No: 36xxxxxxxx1085, Status :Individual, Executed by: Self, Date of Execution: 02/08/2023

Admitted by: Self, Date of Admission: 02/08/2023 ,Place: Office

eloper Details :

Name, Address, Photo, Finger print and Signature

NEXT GENERATION HOUSING PRIVATE LIMITED

171/C/1 PICNIC GARDEN ROAD, GREEN RESIDENCY, City: Not Specified, P.O.-Tiljala, P.S:-Tiljala, District. South 24-Parganas, West Bengal, India, PIN: - 700039; PAN No.:: AAxxxxxxx3R, Aadhaar No Not Provided by UIDAL Status Organization, Executed by Representative

Representative Details:

	me,Address,Photo,Finger	print and Signatur		
0	Name	Photo	Finger Print	Signature
Date 02/4 Self	KSANA PARVIN of Farul Sarkar of Execution - 08/2023, Admitted by: Date of Admission: 08/2023, Place of nission of Execution: Office			Run Am.
Multi	manufacture of the second	Aug 2 2023 3:19PM	£70 62908/2020	5,000,000

Picnic Garden Road, Flat No.2B, Green Residency., City. Not Specified, P.O - Tiljala, P.S:-Tiljala, District -South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: BJxxxxxxx1N, Aadhaar No: 65xxxxxxxxx4216 Status Representative, Representative of : NEXT GENERATION HOUSING PRIVATE LIMITED (as Director)

	Representative, Representati	VC OI . TYRES	Finger Print	Signature
2	Name	Photo	Fingeriting	
	RABIUL AWAL UL RAHAMAN Son of Ajijar Rahaman Sarkar Date of Execution - 02/08/2023, , Admitted by: Self, Date of Admission: 02/08/2023, Place of	A		Op.
	Admission of Execution: Office	Aug 2 2023 3 15PM	LTI 00/08/2023	execution P.O. Tiliala P.S

.171/C/1, Picnic Garden Road, Green Residency, Flat No.2A,, City:- Not Specified, P.O:- Tiljala, P.S:-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039, Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx6M, Aadhaar No: 78xxxxxxxx1454 Status : Representative, Representative of : NEXT GENERATION HOUSING PRIVATE LIMITED (as Director)

Identifier Details:

Name	Photo	Finger Print	Signature
PARVEZ HOSSAIN Son of REZAUL HOSSAIN 115/11A, DIAMOND HARBOUR ROAD, City: Not Specified, P.O: THAKURPUKUR, P.SThakurpukur, District:-South 24-Parganas, West Bengal, India, PIN:-700063	100	1000	B
Berigal, India, P.14. 700000	02/08/2023	02/08/2023	02/08/2023

Identifier Of RUKSANA PARVIN, RABIUL AWAL UL RAHAMAN, WAHIDA KHATUN, MD NAZRUL HAQUE, INTEKHAB ALAM

	fer of property for L1	
	From	To, with area (Name-Area)
-	WAHIDA KHATUN	NEXT GENERATION HOUSING PRIVATE LIMITED-1.5 Dec
n PIS	fer of property for L2	
No	From	To. with area (Name-Area)
40	MD NAZRUL HAQUE	NEXT GENERATION HOUSING PRIVATE LIMITED-1.5 Dec
ns	fer of property for L3	2. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.
	From	To. with area (Name-Area)
	INTEKHAB ALAM	NEXT GENERATION HOUSING PRIVATE LIMITED-1.5 Dec

Land Details as per Land Record

District: North 24-Parganas, P.S.- Rajarhat, Gram Panchayat: PATHARGHATA, Mouza: Kalikapur, Jl No: 40, Pin

ma i	- 4	~	40.7	ŦΠ	unu-	35

Sch	Plot & Khatian	Details Of Land	Owner name in English as selected by Applicant
No L1	LR Plot No:- 467, LR Khatian No:- 3991	Owner ওয়াহিদা থাডুল, Gurdian:মহঃ বদিউজামাল, Address:লিজ , Classification:বাগাল, Area:0,01000000 Acre,	WAHIDA KHATUN
L2	LR Plot No:- 467, LR Khatian No:- 3993	Owner:মহ: নজরুল হক, Gurdian:নাকিবুল হক, Address:নিজ , Classification:বাগান, Area:0.01000000 Acre,	MD NAZRUL HAQUE
L3	LR Plot No:- 467, LR Khatian No:- 3990	Owner:ইল্লেখাব আলম, Gurdian:মহ: আব্দুল লডিফ, Address:লিজ , Classification:বাগান, Area:0.01000000 Acre,	INTEKHAB ALAM



Endorsement For Deed Number: 1 - 152311453 / 2023

28-07-2023

ertificate 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 10,53,000/-

BOSAM

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT

North 24-Parganas, West Bengal

On 02-08-2023

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 12:07 hrs on 02-08-2023, at the Office of the A.D.S.R. RAJARHAT by INTEKHAB ALAM ,

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

Execution is admitted on 02/08/2023 by 1. WAHIDA KHATUN, Wife of MD BODIUZZAMAN , , VILLAGE- SHERPUR, P.O. Dokhalbati, Thana: Margram, , Birbhum, WEST BENGAL, India, PIN - 731224, by caste Muslim, by Profession House wife, 2. MD NAZRUL HAQUE, Son of NAQUIBUL HAQUE, 7/147, AYUSH RESIDENCY KALIPARK, Flat No. 1B, P.O: Rajarhat Gopalpur, Thana: Dum Dum Airport, , North 24-Parganas, WEST BENGAL, India, PIN - 700136, by caste Muslim, by Profession Professionals, 3. INTEKHAB ALAM, Son of MD ABDUL LATIF, VILLAGE SANMATINAGAR, P.O. SANMATINAGAR, Thana: Raghunathganj, , Murshidabad, WEST BENGAL, India, PIN -742213, by caste Muslim, by Profession Business

indetified by PARVEZ HOSSAIN, , , Son of REZAUL HOSSAIN, 115/11A, DIAMOND HARBOUR ROAD,, P.O. THAKURPUKUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Muslim,

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

Execution is admitted on 02-08-2023 by RUKSANA PARVIN. Director, NEXT GENERATION HOUSING PRIVATE LIMITED, .171/C/1 PICNIC GARDEN ROAD, GREEN RESIDENCY, City:- Not Specified, P.O.- Tiljala, P.S.-Tiljala, District:-South 24-Parganas, West Bengal, India, PIN:- 700039

Indetified by PARVEZ HOSSAIN, . . Son of REZAUL HOSSAIN, 115/11A, DIAMOND HARBOUR ROAD, P.O. THAKURPUKUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, Ingia, PIN - 700063, by caste Muslim,

Execution is admitted on 02-08-2023 by RABIUL AWAL UL RAHAMAN, Director, NEXT GENERATION HOUSING PRIVATE LIMITED, 171/C/1 PICNIC GARDEN ROAD, GREEN RESIDENCY, City:- Not Specified, P.O.- Tiljala, P.S.-Tiljala, District.-South 24-Parganas, West Bengal, India, PIN:- 700039

Indetified by PARVEZ HOSSAIN, . . Son of REZAUL HOSSAIN, 115/11A, DIAMOND HARBOUR ROAD, P.O. THAKURPUKUR, Thana: Thakurpukur, , South 24-Parganas, WEST BENGAL, India, PIN - 700063, by caste Muslim, by profession Advocate

Payment of Fees Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/08/2023 10:16PM with Govt. Ref. No: 192023240152315228 on 01-08-2023, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 5013316688315 on 01-08-2023, Head of Account 0030-03-104-001-16

ment of Stamp Duty

thed that required Stamp Duty payable for this document is Rs. 5,020/- and Stamp Duty paid by Stamp Rs 50.00/-, vonline = Rs 4,970/-

pescription of Stamp

1. Stamp: Type: Impressed, Serial no 815, Amount: Rs.50.00/-, Date of Purchase: 27/06/2023, Vendor name: Swarup

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 01/08/2023 10:16PM with Govt. Ref. No: 192023240152315228 on 01-08-2023, Amount Rs: 4,970/-, Bank: SBI EPay (SBIePay), Ref. No. 5013316688315 on 01-08-2023, Head of Account 0030-02-103-003-02

Beron

Sanjoy Basak ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT North 24-Parganas, West Bengal

istered in Book - I
Solume number 1523-2023, Page from 381003 to 381050 peing No 152311453 for the year 2023.



Digitally signed by SANJOY BASAK Date: 2023.08.07 15:53:27 +05:30 Reason: Digital Signing of Deed.

Baron

(Sanjoy Basak) 2023/08/07 03:53:27 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. RAJARHAT West Bengal.

(This document is digitally signed.)

