

833/2022

I

762/22

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

AD 875533

Handwritten signature and date: 20/1/2022

Handwritten text: No. 103-2

Handwritten date: 20/1/2022

Small text: This document is subject to the provisions of the Registration Act, 1908 and the provisions of the Registration Rules, 1908.



Additional Registrar of Assurances-II, Kolkata **DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this 20th day of January, Two Thousand Twenty Two **BETWEEN MRS. MAITRAYEE BOSE (PAN AMGPB0844F Aadhar No. 648680265802 Mobile No. 9836014900) wife of Late Sanjoy Bose, by Nationality- Indian, by Faith - Hindu, by Occupation - Housewife, residing at P-186, CIT Road, Scheme - IVM, Post Office - Beliaghata, Police Station -Beliaghata, Kolkata -700010 hereinafter referred to as the "OWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her

Additional Registrar of Assurances III Kolkata

20 JAN 2022

For Omkar Enterprise

Handwritten signature: Anugata S. S. Proprietor

03 JAN 2022

46775

DATE.....
 MR D MITRA
 Solicitor & Advocate
 Address No. 29, First Floor
 Old Post Office Square
 Kolkata - 700 007.

SOLD TO.....
 ADDRESS.....
 RS.....

03 JAN 2022

[Handwritten signature]

CODE NO. (1067)
 LICENCED NO.
 20 & 20A / 1-23

ANJUSHREE BANERJEE
 L. S. VENDOR (O.S.)
 HIGH COURT, KOLKATA-700 007

03 JAN 2022



[Handwritten signature]

I identified by me
 Rajiv Kumar Ganguli
 S/O Sri Kartick Chandra Ganguli
 24/R Barwaritala Road
 P.S & P.O - Beliaghata
 Kolkata - 700010
 (Service)

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2022, Page from 139949 to 140006

being No 190300762 for the year 2022.



[Handwritten signature]

Digitally signed by Samar kumar pramanick
Date: 2022.02.24 11:09:18 +05:30
Reason: Digital Signing of Deed.

(Samar Kumar Pramanick) 2022/02/24 11:09:18 AM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)

For Omkar Enterprise
[Handwritten signature]
Proprietor



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

GRN Details

GRN: 192021220165019978 Payment Mode: Online Payment (SBI Epay)
GRN Date: 18/01/2022 17:48:18 Bank/Gateway: SBIEPay Payment Gateway
BRN : 0931795765132 BRN Date: 18/01/2022 17:01:58
Gateway Ref ID: IGAMVOKQY3 Method: State Bank of India NB
Payment Status: Successful Payment Ref. No: 2000136929/11/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: ARUNAGATA DAS
Address: FE-423, 2ND. FLOOR, SECTOR-3, SALT LAKE, KOLKATA - 700 106
Mobile: 9830091872
Depositor Status: Buyer/Claimants
Query No: 2000136929
Applicant's Name: Mr D MITRA
Identification No: 2000136929/11/2022
Remarks: Sale, Development Agreement or Construction agreement Payment No 11

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2000136929/11/2022	Property Registration- Stamp duty	0030-02-103-003-02	74971
2	2000136929/11/2022	Property Registration- Registration Fees	0030-03-104-001-16	80021
			Total	154992

IN WORDS: ONE LAKH FIFTY FOUR THOUSAND NINE HUNDRED NINETY TWO ONLY.

For Omkar Enterprise
Arunagata Das
Proprietor

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Administrative Department
[Faint text and illegible markings]

Major Information of the Deed

Deed No :	I-1903-00762/2022	Date of Registration	20/01/2022
Query No / Year	1903-2000136929/2022	Office where deed is registered	
Query Date	14/01/2022 7:19:19 PM	1903-2000136929/2022	
Applicant Name, Address & Other Details	D MITRA 10, Old Post Office Street, Room No. 29, First Floor, Kolkata, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9831462881, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2], [4311] Other than Immovable Property, Receipt [Rs : 80,00,000/-]		
Set Forth value	Market Value		
	Rs. 3,03,12,836/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 80,105/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		


Land Details :

District: South 24-Parganas, P.S:- Beliaghata, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: C. I. T. Road, Road Zone : (Beliaghata Main Road -- Phool Bagan More) , , Premises No: P186, , Ward No: 033 Pin Code : 700010




Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 8 Chatak 30 Sq Ft		2,93,83,361/-	Property is on Road
Grand Total :				9.1438Dec	0 /-	293,83,361 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1800 Sq Ft.	0/-	9,29,475/-	Structure Type: Structure
Floor No: 1, Area of floor : 1800 Sq Ft., Residential Use, Mosaic Floor, Age of Structure: 50 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1800 sq ft	0 /-	9,29,475 /-	

For Omkar Enterprise

 Proprietor




Land Lord Details :

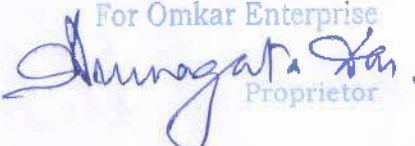
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs MAITRAYEE BOSE (Presentant) Wife of Late Sanjoy Bose Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office	 <small>20/01/2022</small>	 <small>LTI 20/01/2022</small>	 <small>20/01/2022</small>
P-186, CIT Road, Scheme -IVM,, City:- Not Specified, P.O:- Beliaghata, P.S:-Beliaghata, District:- South 24-Parganas, West Bengal, India, PIN:- 700010 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AMxxxxxx4F, Aadhaar No: 64xxxxxxxx5802, Status :Individual, Executed by: Self, Date of Execution: 20/01/2022 , Admitted by: Self, Date of Admission: 20/01/2022 ,Place : Office				

Developer Details :



Sl No	Name,Address,Photo,Finger print and Signature			
1	MESSRS OMKAR ENTERPRISE 21B, Ballygunge Station Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: ADxxxxxx8E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Arunagata Das Son of Shri Dulal Chandra Das Date of Execution - 20/01/2022, , Admitted by: Self, Date of Admission: 20/01/2022, Place of Admission of Execution: Office	 <small>Jan 20 2022 3:37PM</small>	 <small>LTI 20/01/2022</small>	 <small>20/01/2022</small>
21B, Ballygunge Station Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx8E, Aadhaar No: 52xxxxxxxx7755 Status : Representative, Representative of : MESSRS OMKAR ENTERPRISE (as Proprietor)				

For Omkar Enterprise

 Proprietor

Identifier Details :

Name	Photo	Finger Print	Signature
M. Rajiv Kumar Ganguli Son of Mr Kartick Chandra Ganguli 24/R, Barwaritala Road, City:- Not Specified, P.O:- Beliaghata, P.S:- Beliaghata, District:-South 24-Parganas, West Bengal, India, PIN:- 700010			<i>Rajiv Kumar Ganguli</i>
	20/01/2022	20/01/2022	20/01/2022
Identifier Of Mrs MAITRAYEE BOSE, Shri Arunagata Das			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mrs MAITRAYEE BOSE	MESSRS OMKAR ENTERPRISE-9.14375 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Mrs MAITRAYEE BOSE	MESSRS OMKAR ENTERPRISE-1800.00000000 Sq Ft

For Omkar Enterprise

 Proprietor

On 20-01-2022

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 15:25 hrs on 20-01-2022, at the Office of the A.R.A. - III KOLKATA by Mrs MAITRAYEE BOSE ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,03,12,836/-

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

Execution is admitted on 20/01/2022 by Mrs MAITRAYEE BOSE, Wife of Late Sanjoy Bose, P-186, CIT Road, Scheme -IVM,, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by Profession House wife

Indetified by Mr Rajiv Kumar Ganguli, , Son of Mr Kartick Chandra Ganguli, 24/R, Barwaritala Road, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 20-01-2022 by Shri Arunagata Das, Proprietor, MESSRS OMKAR ENTERPRISE (Sole Proprietorship), 21B, Ballygunge Station Road, City:- Not Specified, P.O:- Ballygunge, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr Rajiv Kumar Ganguli, , Son of Mr Kartick Chandra Ganguli, 24/R, Barwaritala Road, P.O: Beliaghata, Thana: Beliaghata, , South 24-Parganas, WEST BENGAL, India, PIN - 700010, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 80,105/- (B = Rs 80,000/- ,E = Rs 21/- ,I = Rs 55/- ,M(a) = Rs 25/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 84/-, by online = Rs 80,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2022 5:51PM with Govt. Ref. No: 192021220165019978 on 18-01-2022, Amount Rs: 80,021/-, Bank: SBI EPay (SBlePay), Ref. No. 0931795765132 on 18-01-2022, 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 50/-, by online = Rs 74,971/-

Description of Stamp

1 Stamp: Type: Impressed, Serial no 46775, Amount: Rs.50/-, Date of Purchase: 03/01/2022, Vendor name: Anjushree Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/01/2022 5:51PM with Govt. Ref. No: 192021220165019978 on 18-01-2022, Amount Rs: 74,971/-, Bank: SBI EPay (SBlePay), Ref. No. 0931795765132 on 18-01-2022, Head of Account 0030-02-103-003-02



Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

For Omkar Enterprise

Proprietor

heirs, executors, administrators, legal representatives and assigns) of the **ONE PART. AND MESSRS OMKAR ENTERPRISE**, a sole proprietorship firm having its office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas, represented by its sole Proprietor namely **SRI ARUNAGATA DAS**, son of Sri Dulal Chandra Das, by Religion Hindu, by Nationality Indian, by Occupation Business, having his place of business at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata-700 019, District South 24 Parganas and residing at FE-423, Second Floor, Sector-III, Salt Lake City, Post Office I.B. Market Bidhannagar, Police Station South Bidhannagar, Kolkata-700 106, District North 24 Parganas, PAN-ADPPD3508E, Aadhaar No. 5215 5995 7755, Mobile No. 9830091872, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include the said sole Proprietorship Firm, the sole proprietor, his heirs, executors, administrators, legal representatives and assigns) **OF THE OTHER PART**:

WHEREAS:

- A. By a registered deed of conveyance dated 19th August, 1958 made between the Trustees of the Improvement of Calcutta described therein as The Board of the One Part and Sailendra Nath Bose described therein as the Purchaser of the Other Part, The Board for the consideration therein mentioned sold conveyed and transferred assigned assured unto and in favour of the said Sailendra Nath Bose ALL THAT the piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittaks 30 sq.ft. be the same a little more or less lying and situate and being plot no. 186 of the surplus land in Calcutta Improvement Scheme IVM formed out of old premises no. 136, Raja Rajendra Lal Mitra Road and comprising in the holding no. 71 in Sub-division -9, tin no. Dihi Panchagram, Post Office - Beliaghata, Police Station Beliaghata, Kolkata -700010, now numbered as P-186, Scheme IV-M, C.I.T. Road, Post Office - Beliaghata, Police Station - Beliaghata, Kolkata -700010, morefully described in the schedule thereunder written and also particularly described in the First Schedule hereunder written hereinafter referred to as 'the said land' which was registered at the office of the Sub-Registrar Sealdah and recorded in Book No.I, Volume No.47, pages 151 to 153 being no. 2169 for the year 1958.
- B. For the purpose of securing the part payment of the said consideration money amounting to Rs.10.529/- (Rupees Ten Thousand Five Hundred

For Omkar Enterprise
Sri Arunagata Das
Proprietor

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Additional Registrar of Assurances, Madhya Pradesh
29 July 2022

Twenty Nine only) payable to the Trustees for the Improvement of Calcutta as aforesaid the said Sailendra Nath Bose by an Indenture dated 19th August, 1958 of security made between Sailendra Nath Bose described therein as the owner and Trustees for the Improvement of Calcutta described therein as the Board which was registered at the office of the Sub-Registrar of Sealdah in Book No. I, Volume No. 41 at Pages 280 to 285 Being no. 2170 for the year 1958 charged and secured the said land unto and in favour of the said Trustees for the Improvement of Calcutta as and by way of security.

- C. Upon payment of the said Rs.10,529/- (Rupees Ten Thousand Five Hundred Twenty Nine only) with interest by an Indenture of Release dated 16th July, 1968 made between Trustees for the Improvement of Calcutta described therein as the Board of the one part of the Sailendra Nath Bose described therein as a Release of the other part which was registered at the office of Sub-Registrar of Sealdah and recorded in Book No. I, Volume No. 31, Pages 275 to 277 Being No. 1457 for the year 1968 the said Trustees for the Improvement of Calcutta released the said land absolutely unto and in favour of said Sailendra Nath Bose and revoked the Indenture of Security made on the 19th August, 1958.
- D. In the premises the said Sailendra Nath Bose was absolutely seized and possessed and sufficiently entitle to the said land free from all encumbrances, liens, lispendences, charges acquisition requisition, mortgage whatsoever and howsoever as an absolute owner thereof and after purchase of the said land of aforesaid submitted a building plan for construction of a building on the said land and the Corporation of Calcutta vide building plan sanction no.37 dated 24th June, 1967 sanctioned the said building for construction of the building on the said land.
- E. The said Sailendra Nath Bose after obtaining the plan sanctioned for construction of the building on or about 1969 out of his own source of income constructed one storied building in a portion of the said land lying situate at and being premises No. P-186, Scheme -IVM, Post Office - Beliaghata, Police Station - Beliaghata, Kolkata -700010 and got his name mutated in the records of Calcutta Corporation (now known as Kolkata Municipal Corporation) and paid taxes regularly.
- F. In the premises the said Sailendra Nath Bose was absolutely seized and possessed of as an absolute owner of ALL THAT one storied building constructed in a portion of the said land together with piece or parcel of

For Omkar Enterprise
Shunagata San.
Proprietor



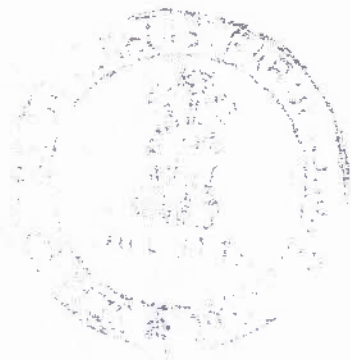
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Revenue free land containing an area of 5 Cottahs 8 chittaks 30 sq.ft. be the same a little more or less lying and situate at and being Plot no. P186, Scheme -IVM, Post Office - Beliaghata, Police Station - Beliaghata, Kolkata -700010 more particularly described in the First Schedule hereunder written hereinafter referred to as the "said premises".

- G. The said Sailendra Nath Bose prior to his death executed his last Will and Testament on 20th October, 1977 whereby and whereunder he appointed Asok Hari Sarkar as the sole executor to his said last Will and Testament and bequeath the said premises to his son Sanjoy Bose subject to life interest of his wife Smt. Shewli Bose.
- H. The said Sailendra Nath Bose died testate on 19th December, 1980 leaving behind the surviving his wife Smt. Shewli Bose his one married son Sri Sanjoy Bose and one married daughter namely Nandini Mitra as his only heirs and legal representatives under the Hindu Succession Act, 1956.
- I. The Asok Hari Sarkar, the sole executor named in the said last Will dated 28th October, 1977 of the said Sailendra Nath Bose filed an application in the Hon'ble High Court at Calcutta under its Testamentary and Intestate Jurisdiction for grant of probate of the said last Will of the said Sailendra Nath Bose dated 28th October, 1977 which is marked as No.209 of 1981 and the Hon'ble High Court at Calcutta on 14th December, 1981 granted Probate of the said last Will and Testament of the said Sailendra Nath Bose.
- J. The widow of Sailendra Nath Bose namely Smt. Shewli Bose died intestate on 24th September, 2003 living behind her and surviving her son namely Sanjoy Bose and her married daughter namely Nandini Mitra as her only legal heirs and legal representatives under the Hindu Succession Act, 1956.
- K. The said Sanjoy Bose son of Sailendra Nath Bose died intestate on 24th December, 2015 without any issue leaving and surviving his wife Maitrayee Bose as his only heirs and legal representatives under the Hindu Succession Act, 1956 and by virtue of law of inheritance the said Maitrayee Bose wife of Late Sanjoy Bose inherited entire estate of the said Sanjoy Bose including the said premises.

For Omkar Enterprise
Sanjayal's Son
Proprietor



- L. The said Maitrayee Bose since the death of her husband Sanjoy Bose as aforesaid by virtue of law inheritance inherited the said premises and all other assets left by the said Sanjoy Bose and is the owner of the said premises.
- M. After the death of the said Sanjoy Bose as aforesaid Maitrayee Bose wife of Sanjoy Bose became absolute owner of the said premises and got her name mutated in the records of the Kolkata Municipal Corporation in respect of the said premises and paying the taxes regularly and is in khas possession of the said premises without any obstructions interference whatsoever and howsoever.
- N. The Owner has decided to develop the said premises and is in search of a Developer and having come to know the desire of the Owner, the Developer who is a well known Developer approached the Owner to develop the said premises which the Owner and the Developer has agreed on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

ARTICLE : I

(Commencement)

1.1 COMMENCEMENT OF THE DEVELOPMENT AGREEMENT:

This Development Agreement shall come into force with immediate effect from the date of execution of this agreement.

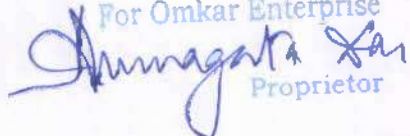
ARTICLE : II

(Definitions)

2. DEFINITIONS : This Development Agreement unless otherwise agreed upon the following expressions will have the following meaning:

2.1 ASSOCIATION shall mean any Association, Syndicate Committee, Limited, Limited company or Registered Society that may be formed together with all the purchasers of the Flats, residential area, commercial areas and also by the Owner and nominated by the Developer for the common purposes having such Rules and Regulations and Restrictions as be deemed proper and necessary but not inconsistent with the provisions and covenants herein contained.

2.2 ARCHITECT shall mean the Architect to be appointed by the Developer only and who will design and plan or plans prepare

For Omkar Enterprise

Proprietor

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Rectangular stamp or box containing faint text, possibly a date or reference number.

modifications of plan or plans, alterations of the plan or plans of the building to be constructed on the said premises and obtain the required sanction for construction of such building from the Kolkata Municipal Corporation and/or from any other Appropriate Authority or Authorities and shall also include the plan or plans, modification of plan or plans for construction of the building on the said premises as may be suggested by the Owner and the Developer and as may be mutually agreed between the parties.

2.3 **ADVOCATE** shall mean Mr. D. Mitra, Solicitor & Advocate, Room No. 29, First Floor, 10, Old Post Office Street, Kolkata-700 001 who is appointed by the Owner and the Developer. It is also clarified as and when situation may arise, Mr. D. Mitra, Solicitor & Advocate will act on behalf of the Owner.

2.4 **BUILDING DESCRIPTIONS:**

- a) Sanctioned Plan shall mean the plan or plans which also includes all modifications, revisions and/or amendments thereto for construction of a New Building on the said property to be sanctioned by the Kolkata Municipal Corporation or any other Authority or Authorities as the case may be and shall also includes additions, alterations, modifications to be made by the Developer or its Architect or Architects with the consent of the Owner and the same shall be final and binding upon the parties.
- b) New Building shall mean Building to be constructed at the said property after demolishing the existing building.
- c) The Building shall also includes residential and/or partly residential partly commercial to be constructed on the said premises by the Developer with such modifications as may be decided by the Developer with the consent of the Owner.

2.5 **BUILDING PLANS** shall mean plan or plans to be prepared by the Architect/Engineer appointed by the Developer for construction/re-construction of the new building on the said premises and to be sanctioned by the Kolkata Municipal Corporation and/or any other Competent Authority or Authorities as the case may be and also with such modifications, alterations, additions made thereto as may be suggested by the Owner and the Developer.

2.6 **COMMON AREAS INSTALLATIONS AND FACILITIES** shall mean and include corridors, stair-ways, passage, ways, pump room, tube-well, over head water tank, water pump, lifts and other facilities

For Omkar Enterprise

Proprietor

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Additional Registrar of
Assurances III Kolkata
20/01/2022

and motor, ultimate roof to be constructed on the proposed building more particularly mentioned in the Fifth Schedule hereunder written. Provided further, the constructions, common areas, facilities, may be modified, changed and altered as may be decided by the Developer with the consent of the Owner which will be final and binding upon the parties.

- 2.7 **COMMON EXPENSES** shall mean and include all expenses for the maintenance management and upkeep of the building to be constructed on the said premises and in particularly the common areas installations and facilities and for rendering of common services in common with the Co-Owners, occupiers including those mentioned in the Sixth Schedule hereunder written.
- 2.8 **CO-OWNER** according to the context shall mean all the persons who purchase or agree to purchase or own Units, flats, commercial areas, open and covered car parking spaces or any portion in the building to be constructed on the said property.
- 2.9 **COMMON PURPOSES** shall mean and include the purposes of managing maintaining and up-keeping the building to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-Owners and relating to their manual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- 2.10 **COST OF CONSTRUCTION**: shall mean entire cost of construction of the Building including all cost charges and expense that may be incurred for the purpose of completion of the building in all respect, obtaining plan sanctioned, completion certificate, monthly charges amounting to Rs.25,000/- (Rupees Twenty Five Thousand only) payable to the Owner by the developer towards alternate accommodation to the Owner from the date of obtaining vacant possession of the said premises and handing over Owner's allocation to the Owner and all other allied expenses that may be incurred for construction of the building in all respect.
- 2.11 **DEVELOPER** shall mean **MESSRS OMKAR ENTERPRISE**, a sole proprietorship firm having its office at No. 21B, Ballygunge Station Road, Post Office Ballygunge, Police Station Gariahat, Kolkata -700019, District South 24 Parganas, which includes

For Omkar Enterprise

Proprietor

Handwritten signature or mark.



Additional Registrar of
Companies III Kollam
10 July 2012

the said sole proprietorship firm, sole proprietor his heirs executors administrators legal representative and assigns.

- 2.12 **DEVELOPMENT WORKS**: shall mean and include the carrying out of the development of the said premises by demolishing existing building/ structures constructed thereupon and constructing a new building to be constructed on the said premises as per sanction plan to be sanctioned by the Kolkata Municipal Corporation or such Authority or Authorities as the case may be and also includes which will be constructed on the said premises as may be mutually agreed between the Owner and the Developer on the said premises.
- 2.13 **DEVELOPER'S ALLOCATION** shall mean and include -ALL THAT 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire First Floor, entire Third Floor and shall also include 50% (fifty per cent) of the covered as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building to be constructed on the said premises more particularly mentioned in the Third Schedule hereunder written.
- 2.14 **MATERIALS TO BE USED FOR CONSTRUCTION OF THE BUILDING IN RESPECT OF OWNER'S ALLOCATION** shall mean those materials which will be used for construction of the building more particularly mentioned in the Fourth Schedule hereunder written. Provided further if as per the advice of the Architect any changes is required to be made the same shall be made and will be treated as final and binding upon the parties upon mutual consent of the Owner and the Developer.
- 2.15 **OWNER** shall mean **MRS. MAITRAYEE BOSE (PAN AMGPB0844F Aadhar No. 648680265802 Mobile No. 9836014900)** wife of Late Sanjoy Bose, by Nationality- Indian, by Faith - Hindu, by Occupation - Housewife, residing at P-186, CIT Road, Scheme -IVM, Post Office - Beliaghata, Police Station -Beliaghata, Kolkata -700010, which include her heirs, executors, administrators, legal representatives and assigns.

For Omkar Enterprise

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- 2.16 **OWNER'S ALLOCATION** shall mean and include – ALL THAT 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire Second Floor, entire Fourth Floor and shall also include 50% (fifty per cent) of the covered as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building to be constructed on the said premises more particularly mentioned in the Second Schedule hereunder written.
- 2.17 **PROPERTY/PREMISES** shall mean ALL THAT one storied building constructed in a portion of the said land togetherwith piece or parcel of Revenue free land containing an area of 5 Cottahs 8 chittacks 30 sq.ft. be the same a little more or less lying and situate lying being Plot no. P-186, Scheme -IVM, Post Office – Beliaghata, Police Station – Beliaghata, Kolkata -700010 more particularly described in the First Schedule hereunder written.
- 2.18 **PROPORTIONATE OR PROPORTIONATELY** according to the context shall mean the proportion in which the built-up area of the Units/ open flat/garage/show room/ commercial/semi commercial spaces or other spaces/portions as well as open and covered car parking spaces, in the building. **PROVIDED THAT** where it refers to the share of any rates and/or taxes amongst the Common expenses, then such share of the whole shall be determined on the basis such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be area rental income of user of the respective units by the Co-Owners respectively).
- 2.19 **PARKING SPACE** shall mean the spaces meant or earmarked within the said premises of the building as also at the ground level in the open and abutting the said building for parking motor cars open as well as covered car parking spaces.

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- 2.20 **SALABLE SPACE** shall mean the space for several Flats, commercial areas car parking spaces open or covered and other areas in the said new building and renovated, modified, reconstructed building available for independent use and occupation which would be meant for residential, as well as commercial and other purpose after carrying out development work at the said property in the manner as may be decided mutually by the Owner and the Developer.
- 2.21 **BUILT UP AREA** according to the context shall mean (i) the plinth area of the said Unit/ open as well as covered car parking spaces, flat/garage/show room/ commercial/semi commercial spaces or other spaces (which includes inter alia the area of the covered balconies and servants quarters, if any attached thereto and also the thickness of the extra name and internal walls thereof and pillars and Columns therein. **PROVIDED THAT** if any wall pillar or column be common between to, units then one-half of the area under such wall or pillar shall be included in each such Unit/open as well as covered car parking spaces, flat/garage/show room/ commercial/semi commercial spaces or other spaces) (ii) such proportionate share of the area of the common areas. Provided further super built up area as will be decided by the Owner and the Developer will be final and binding upon the parties.
- 2.22 **SERVICE CHARGE**: shall mean and include the cost and expenses for the new building towards premium for the insurance, rates and taxes, electric lighting, sanitation, repairs and renewals, charges for security, charges for the bill collections and charges for management of common facilities, costs for renovation, replacements and maintenance and expenses in relation to common wirings, pipes, electrical and mechanical equipments, pumps, motors, generators, elevators and other electrical and mechanical installations, appliances, tools, implementations, apparatus and the stair-ways, corridors, passage-ways, park-ways, open spaces and all other facilities whatsoever as may be decided by the Owner and Developer mutually from time to time in the proposed new building.
- 2.23 **TITLE DEED** shall mean all copies of the documents and all papers of title of the said premises which shall remain under the custody and control of the Developer and who shall be produced as and when necessary to fulfill the object of this agreement and shall not be parted,

For Omkar Enterprise

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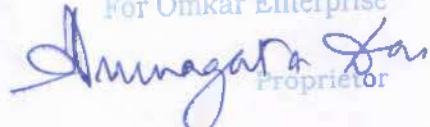
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Assurances II, Kolkata
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dealt with any manner and after completion of the project, the same to be handed over to the Owner's Association. Provided further, as and when situation may arise the Developer shall give inspection to the Owner and also the intending Purchasers of the Owner, their respective and the intending purchasers of the Developer and shall be allowed and also to make copies of the same at their costs. The original and copies of the documents including certified copies of the documents relating to the title of the said premises will be under the custody and control of the Developer and upon completion of the project all the documents as aforesaid including sanctioned plan, completion certificate and all documents relating to the completion of the project will be handed over to the Owners' Association.

- 2.24 **TRANSFER WITH** is grammatical variations shall includes transfer by possession and by any other means adopted for effecting that is understood as a transfer of space of the proposed building to the Purchaser or purchasers thereof although the same may not amount to be a transfer in law.
- 2.25 **TRANSFeree SHALL MEAN** a person, firm, limited company, Association of persons to whom flats covered open car parking spaces or other spaces open as well as covered car parking spaces in the building has been transferred.
- 2.26 **UNITS** shall mean several residential flats, commercial or semi commercial areas, open and covered car parking spaces to be constructed in the proposed building and other spaces of different floors of the said building and other constructed spaces, being reconstructed or intended to be built and constructed by the Developer from time to time at the said property and/or constructed area and/or modifications, renovations, alterations of the new building with the consent of the owner capable of being used and enjoyed independently .

ARTICLE : III
(Consideration)

- 3.1 In consideration of allowing the Developer to construct the building on the said premises at their entire costs and to deal with the Developer's allocation as aforesaid, the Owner will be entitled to (a) for

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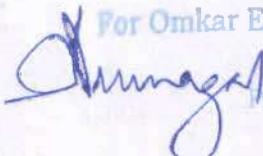
residential/commercial/semi-commercial area of ALL THAT 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire Second Floor, entire Fourth Floor and shall also include 50% (fifty per cent) of the cover as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer TOGETHER WITH impartible proportionate share in the land as mentioned in the First Schedule hereunder written TOGETHER WITH the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building to be constructed on the said premises described in the First Schedule hereunder written.

- 3.2 Over and above the allocation of the Owner, the Developer shall pay a sum of Rs.80,00,000/- (Rupees Eighty Lakh) only as and by way of non refundable amount in the following manner:-
- a) On or before execution of this Development Agreement the Developer paid to the Owner a sum of Rs.40,00,000/- (Rupees Forty Lakhs) only who is the Owner doth hereby admit and acknowledge in the memo of consideration hereunder written.
 - b) The balance sum of Rs.40,00,000/- (Rupees Forty Lakhs) only shall be paid to the Owner within 12 (twelve) months i.e. by 31st January, 2023.
 - c) Schedule and time of payment is treated as essence of the contract.

ARTICLE – IV

(THE DEVELOPER'S OBLIGATIONS AND RIGHTS)

- 4.1 The Developer shall prepare the plan and after getting the said plan approved by the Owner shall submit the same to the Kolkata Municipal Corporation or Appropriate Authority as well as Appropriate Departments for obtaining the plan sanctioned at the costs and expenses of the Developer simultaneously at the time of approval of the plan the allocation of the open and covered car parking spaces will be identified.

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- 4.2 The Developer will be at liberty to cause all necessary searches at their own costs with regard to the marketability of the title of the said premises within six months from the date hereof and shall, if necessary, furnish requisitions on title within the said period of six months and the Owner shall reply to the said Requisition on Title within one month from the date of receipt of the said requisition with supporting documents.
- 4.3 The Developer will be at liberty to have the said premises surveyed and/or measured at its own costs.
- 4.4 The Developer will be at liberty to have the soil of the said premises appropriately tested at its own costs.
- 4.5 The Developer shall ensure that the residential and/or partly residential partly commercial building to be erected on the said premises shall be habitable with adequate electrical, telephone and domestic water supply connections, drainage and sewerage and also completion of all common areas of facilities to be provided in the building and the developer shall obtain all necessary permission from all competent Authorities regarding completion of the building and completion certificate within three month from the date of completion of the building.
- 4.6 The Developer shall apply and obtain plan sanctioned within six months from the date of execution of this development agreement and shall intimate to the owner within seven days from the receipts of the sanctioned plan and the owner will handover peaceful and vacant possession of the said premises to the Developer within one month from the date of such intimation.
- 4.7 The Developer shall pay to the Owner a sum of Rs.25,000/- (Rupees Twenty Five Thousand only) per month towards the charges on account of Alternate accommodation from the date of taking vacant possession of the said premises till the date of handing over vacant possession of the Owner's allocation without any abetment deduction, whatsoever (subject to deduction of TDS).

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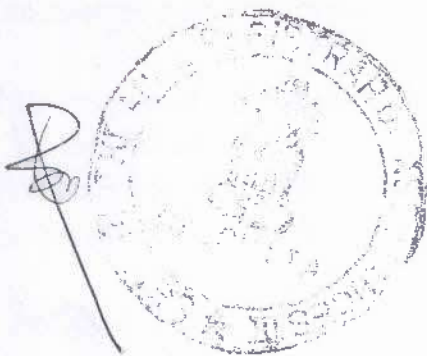


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- 4.8 During the construction/erection of the said residential and/or partly residential partly commercial building on the said premises, the Developer shall keep all works in progress and executed.
- 4.9 The Developer shall not discontinue or abandon the construction of the proposed building except the suspension of the work due to Force Majeure events.
- 4.10 After obtaining plan sanctioned and vacant possession of the said premises, the Developer will demolish the existing building and structure and entire salvage will belong to the Developer which the Developer will be at liberty to deal with the same in any manner whatsoever.
- 4.11 The Developer shall pay all taxes, outgoings payable of the said premises on and from the date of obtaining vacant possession of the entire property and upto the date of handing over possession of the Owner's allocation or intimation to the Owner in writing whichever is the earlier after obtaining necessary completion certificates of the competent Authorities of building. **PROVIDED HOWEVER** the Developer shall be liable to pay all taxes, outgoings in respect of the Developer's allocation even after completion of the building.
- *
- 4.12 If required, the Developer will be at liberty to modify, alter and amend the plan to be sanctioned or sanctioned by the Kolkata Municipal Corporation or Appropriate Authority as the case may be in respect of the said premises with the written consent of the Owner.
- 4.13 The Developer shall complete the construction of the building in all respect and in habitable condition within twenty four months from the date of obtaining plan sanction and obtaining vacant possession of the said premises from the Owner. The Developer shall provide information as a mandatory provision to the Owner in respect of each and every progress in the construction and development of the new building in the concerned premises obtaining plan sanctioned. **PROVIDED FURTHER** if due to laches, negligence or any acts, deeds or things on

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the part of the Owner, the construction and/or completion of the building is delayed, then in such event, the Owner shall extend as grace period such reasonable time to the Developer as may be required by the Developer to complete the building if the Developer fails to complete the construction of the building due to force majeure, then the Owner shall extend further period to overcome the force majeure situation for such terms as may be reasonably required to complete the construction of the building.

- 4.14 The Developer will handover photocopies of all documents, including documents relating to sanctioned of the building plan, completion certificate and all other documents to the Owner within one month from the date of submitting or receiving the documents as the case may be.
- 4.15 If due to force majeure or unforeseen situation or due to any unforeseen reason the building cannot be completed then in such event the period will be extended until such situation become normal and further reasonable period will be given to the Developer for completion of the building.
- 4.16 The Developer doth hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the building.
- 4.17 The Developer shall on completion of the building in all respect and put the Owner in undisputed possession of the Owner's allocation **TOGETHER WITH** the rights in common to the common facilities and amenities to be enjoyed proportionately with other Owners of flat/flats. It is however made clear that if within thirty days from issue of the notice to the Owner by the Developer to take physical possession of the Owner's allocation, or the Owner fails to take possession of Owner's allocation it shall be deemed that the Owner has obtained possession of the Owner's allocation.

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the part of the Owner , the construction and/or completion of the building is delayed, then in such event, the Owner shall extend as grace period such reasonable time to the Developer as may be required by the Developer to complete the building if the Developer fails to complete the construction of the building due to force majeure, then the Owner shall extend further period to overcome the force majeure situation for such terms as may be reasonably required to complete the construction of the building .

- 4.14 The Developer will handover photocopies of all documents, including documents relating to sanctioned of the building plan, completion certificate and all other documents to the Owner within one month from the date of submitting or receiving the documents as the case may be.
- 4.15 If due to force majeure or unforeseen situation or due to any unforeseen reason the building cannot be completed then in such event the period will be extended until such situation become normal and further reasonable period will be given to the Developer for completion of the building .
- 4.16 The Developer doth hereby undertake to keep the Owner indemnified against all third party claims and actions arising out of any sort of act or omissions or commission of the Developer in relation to the making of construction of the building .
- 4.17 The Developer shall on completion of the building in all respect and put the Owner in undisputed possession of the Owner's allocation **TOGETHER WITH** the rights in common to the common facilities and amenities to be enjoyed proportionately with other Owners of flat/flats. It is however made clear that if within thirty days from issue of the notice to the Owner by the Developer to take physical possession of the Owner's allocation, or the Owner fails to take possession of Owner's allocation it shall be deemed that the Owner has obtained possession of the Owner's allocation.

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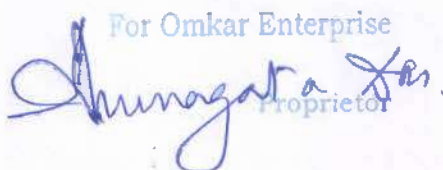
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Companies, Kolkata
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- 4.18 In the event the Developer fails to handover peaceful and vacant possession of the Owner allocation in a lawful manner to the Owner upon completion and expiry of twenty four months from the date of obtaining the plan sanction and vacant possession of the said premises, the developer shall pay compensation money of the damages to the Owner at the rate of Rs. 25,000.00 (Rupees Twenty Five Thousand) only per month till the date of handing over Owner's allocation to the Owner.
- 4.19 Subject to the terms and conditions hereinafter appearing, the Developer shall be at liberty with exclusive right and authority to negotiate for the sale, lease, deal with dispose of the Developer's allocation in respect of the floors/flats/show room/commercial/semi commercial areas, car parking spaces and other areas together with proportionate share of land excluding the space provided under Owner's allocation as mentioned hereinbefore, of the said proposed building on the said premises with any prospective buyer/s after obtaining the plan sanction or in course of the construction work of the building for such consideration and on such terms and conditions as the Developer shall think fit and proper. It is clearly agreed and declared by the parties herein that the consideration money for such transfer as aforesaid, including earnest money or initial payments or part payment thereof shall be received by the Developer and the Owner herein shall not have any right, share and will not be entitled to any portion thereof on any ground whatsoever.
- 4.20 Subject to the terms and conditions appearing in this Development Agreement, the Developer shall be entitled to enter into agreement for sale/lease or transfer in respect of Developer's allocation on the basis of the General Power of Attorney in the names of the nominee of the Developer and entitled to sign all necessary documents on behalf of the Owner provided however that such dealings shall not in any manner fasten or create any financial and legal liability upon the Owner.
- 4.21 The Developer shall execute the Deed/Deeds of Conveyance or conveyances in favour of the intending purchaser or purchasers of the Developer's allocation of the building on behalf of the Owner on the strength of the General Power of Attorney to be executed in favour of

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Assurances in Kolkata
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the Developer PROVIDED HOWEVER the costs of Conveyance or conveyances including stamps, registration charges and all other expenses including legal expenses shall be borne and paid by the Developer or its intending purchaser or purchasers thereof.

- 4.22 The Developer will remain responsible for all accidents and mishaps during the course of construction and to keep the Owner fully indemnified against all actions suits proceedings costs charges and expenses in respect thereof.
- 4.23 The Developer will not create any financial liability or any other liability of any nature whatsoever and on any account whatsoever on the Owner and agree to keep fully indemnified the Owner against any losses, claims, demands and damages which may be suffered by the Owner on account of any act or omission and/or commission by the Developer in respect of the said premises.
- 4.24 The Developer shall observe, fulfill and comply with the Statutory Rules and Regulations for the time being in force towards implementation of the development under the agreement.
- 4.25 The Developer shall be liable to have registered and will bear and pay the stamp duty, registration fees and other incidental expenses in respect of the Memorandum of Understanding and any other deeds and documents which are entered into between the Owner and the Developer for development of the said premises which are required to be registered under the law for the time being in force and the Developer agrees to keep fully indemnified the Owner against all losses, claims, demands and damages which may be suffered by the Owner in this respect.
- 4.26 The Developer will fulfill and observe and comply with the rules and regulations of the Kolkata Municipal Corporation and other concerned Authorities for construction of the building and agrees to keep fully indemnified the Owner against all losses, claims, demands and damages which may be suffered by the Owner on account of violation of any of the said rules and regulations by the Developer.

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- 4.27 The Developer shall be authorized in the name of the Owner in so far as necessary to apply for and obtain quotas, entitlements and other allocation of or for cement, all types of steels, bricks other building materials and accessories allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, drainage, sewerage and/or other facilities if any available to the new building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Owner has executed and registered a General Power of Attorney in favour of the Developer or its nominee or nominees which is a part of this Development Agreement mentioned hereunder.
- 4.28 All costs, charges, and expenses for obtaining plan sanctioned, construction of the building on the said premises including architect's fees, fees of the advocate and all other allied expenses that may be incurred to complete the proposed building in all respect shall be discharged and paid by the Developer and the Owner shall not be liable in this regard in any manner whatsoever.
- 4.29 The Developer will supply all the relevant papers and documents to the Owner and to the intending Purchasers of Owner allocation and/or their agents and may further allow to obtain extract from original papers and documents as may be required by them from time to time to take loans and other proceedings.
- 4.30 As soon as the building is completed in all respect and upon delivery of the Owner's allocation, the Owner shall be exclusively responsible for payment of all Municipal and property taxes rates, duties, dues and all outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Owner's allocations, the said rate to be apportioned prorate with reference to the saleable space in the building if any are levied on the building as a whole.
- 4.31 On and from the date of obtaining possession of the new building, the Owner and the Developer shall be liable to pay all outgoings, maintenance charges, electricity charges proportionate to their

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respective share within such time as may be agreed by and between the parties mutually.

- 4.32 The Developer shall complete the Owner's allocation in the building with the materials in respect of the Owner's allocation of the proposed building to be constructed on the said premises more particularly mentioned in the Forth Schedule hereunder written in all respect in terms of this Memorandum of Understanding.
- 4.33 In case the Owner desire to change any specifications or materials in respect of her allocations prior to construction, the Owner shall intimate the same to the Developer prior to commencement of construction of the Owner's allocation and the Developer shall change the same as far as the same would be possible and the Owner shall be liable to pay difference of price of the materials charges and extra expenses.
- 4.34 The Developer will be at liberty to borrow and/or obtain loan from banks and/or financial institution against the Developer's allocation by mortgaging the property after completion of 50% of construction at any time and if situation arises and required by the Developer after plan sanction upon obtaining consent from all the Owner . The Developer shall keep the Owner informed about any such borrowing and the subsequent repayment and shall provide the statement of the bank loan from time to time.
- 4.35 The Developer shall also be entitled to as follows:
- a) To enjoy, negotiate and enter into agreement for sale with buyers and accept advance and/or consideration money for the disposal of

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the Developer's allocation and it may think fit and proper from all such person or persons it may desire without any interference and/or obstructions from the Owner .

- b) The Developer will be entitled to enter into an agreement for sale and/or transfer the respective flats in their allocation in the proposed building and for entering into such agreement with the prospective buyers the Developer shall not be liable to make the Owner as parties to the said Agreement.

4.36 If required by the Owner, the Developer shall sign in the deed of conveyance and other documents in respect of dealing disposing the allocation of the owner or any portion thereof at the cost and expenses of the Owner.

ARTICLE - V

(OWNER'S REPRESENTATIONS AND ASSURANCES)

- 5.1 The said premises is free from all encumbrances, liens, lispends, charges, acquisitions, requisitions, attachments whatsoever and howsoever.
- 5.2 Save and except the Owner nobody has any right, title and/or interest or claim in respect of the said premises in any manner whatsoever.
- 5.3 There is no legal bar or impediment to develop, deal with the said premises or deal with the Developer's allocation in any manner whatsoever.

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- 5.4 The Owner is in khas possession of the said premises.
- 5.5 The Owner has a marketable title of the said premises and is otherwise entitled to enter into this agreement with the Developer for development of the said premises.
- 5.6 The said premises is not subject to any acquisition, requisitions whatsoever by statutory authority or by public body.
- 5.7 There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said premises.
- 5.8 The Owner has not entered into any agreement for sell, encumbering, dealing with, disposing of, parting with or development of the said premises or any portion thereof in any manner whatsoever.
- 5.9 The Owner will not part with the said premises or any portion thereof in any manner whatsoever, subject to Owner's allocation.
- 5.10 The said premises is not hit by any road alignment or any acquisition, requisition by any other Authority and the said land is fit for equitable mortgage.
- 5.11 The said premises is not under any charge or attachment for payment of alimony pendentility or maintenance by an order of any court of law.
- 5.12 The said premises is not under either Debuttar or Private or any Wakf.

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Companies, Kolkata
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ARTICLE - VI

(OWNER'S RIGHTS AND OBLIGATIONS)

- 6.1 Within one month from the date of obtaining sanction plan Owner will hand over vacant and peaceful possession of the said premises to the Developer.
- 6.2 Simultaneously at the time of execution of this Development Agreement, the Owner will handed over to the Developer all original documents, title deeds and all documents of the said premises which are under the custody and control of the Owner.
- 6.3 After the execution and registration of this Development Agreement, the Owner will execute and register a general Power of Attorney in favour of the Developer or its nominee or nominees for obtaining the plan sanctioned and construction of the building on the said premises as well as to deal with the Developer's allocation.
- 6.4 The Owner shall at her own costs and expenses pay and bear all outstanding dues, taxes, impositions upto the date of handing over possession of the said premises and shall also pay in respect of the Owner's allocation from the date of obtaining possession of the Owner's allocation regularly.

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- 6.5 It is agreed between the parties that the Power of Attorney mentioned under this Development Agreement shall not be revoked on any ground whatsoever.
- 6.6 The Owner will execute and register a general Power of Attorney in favour of the Developer or its nominee mentioned hereunder to take all necessary steps for the purpose of getting the Building Plans sanctioned /revalidated / modified /altered by the Planning Authorities as well as for construction of the new building in terms of this Development Agreement and shall for enabling the Developer to deal with, sell and transfer the constructed areas of the Developers allocation.
- 6.7 The Owner doth hereby undertake to keep the Developer indemnified against all the third party's claims with regard to the title in respect of the said land and further undertake not to create any encumbrances on the said land or no any part thereof, save and except the Owner's allocation.
- 6.8 The Owner doth hereby grant exclusive right of development of the said premises unto and in favour of the Developer with the intent and object that the Developer shall have the necessary maps or plans prepared by a duly authorized Architect for being submitted to the Kolkata Municipal Corporation or Appropriate Authority as the case may be or other Authorities concerned for sanction and shall construct, erect and complete the multi-storied building on the said premises being complete in all respects in accordance with the plan to be sanctioned by the said Authorities or any other Authority or Authorities concerned or with such modifications as may be decided by the Owner and the Developer.

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- 6.9 The Owner shall execute necessary Deeds of Conveyances in respect of the proportionate share of the land attributable to the Developer's allocation in the proposed building in favour of the Developer or the nominee or nominees of the Developer.
- 6.10 The Owner and the Developer shall co-operate with each other in every possible manner and the Owner shall sign plan, sign and execute all conveyances, transfers, agreements, authorities, powers, declarations, applications, notices and other papers and documents as may be required of them by the Developer for fulfillment of the objects and the intentions of this agreement.
- 6.11 The Owner shall cause all necessary parties to join in the deeds of conveyances.
- 6.12 The Owner shall at her costs and expenses make out the title of the said premises is free from all encumbrances, liens, lispens, charges, mortgages, acquisitions, requisitions whatsoever and howsoever.
- 6.13 The Owner and the Developer shall take steps for formation of Association for maintenance, management of the building.
- 6.14 The Owner agreed to join as parties in respect of the respective Deeds of Conveyances to be executed in favour of the prospective purchasers of the Developer's allocation in the proposed building .
- 6.15 The Owner doth hereby grant subject to that has been there under provided, exclusive right to the Developer to develop the said premises by way of constructing a building thereon in accordance with the

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building plan to be sanctioned by the Kolkata Municipal Corporation with or without such amendment with or without such amendment and/or modifications that may be advised by the Architect/ Engineer and with consent of Owner .

- 6.16 The Owner will sign all papers and documents as may be required for obtaining plan sanctioned, modification of the plan, construction and development of the said premises and assist the Developer for construction of the building in terms of this Development Agreement cum Power of Attorney.
- 6.17 The Owner shall not deal with part with, encumber possession of the original title deed, documents relating to the said premises in any manner whatsoever without the written consent of the Developer.
- 6.18 The Owner shall assist the Developer in all respect and will sign all papers and documents for the purpose of taking loan from any Bank, financial Institution or any third party and also produce original documents as and when situation may arise for development of the said property and deal with dispose of the Developer's allocation without making the Owner liable on any accounts whatsoever. The Developer shall not do anything that creates liability upon the Owner and in respect of Owner's allocation.

For Omkar Enterprise

Proprietor

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Additional register of
Assurances of Kolkata

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ARTICLE - VII

(MISCELLANEOUS)

- 7.1 In the circumstances and in consideration of the terms and conditions contained herein and the obligations to be performed, fulfilled and observed by both the Owner and the Developer, the Owner having agreed to grant the exclusive right of development of the said premises to the Developer.
- 7.2 Nothing in this agreement shall constitute a transfer or an agreement to transfer, or an assignment, or demise, by the Owner of the said premises but confers upon the Developer the exclusive and absolute rights of Development in conformity with the Development Agreement.
- 7.3 In the event any further construction made over and above ground plus four storied building the same shall be distributed between the owner of the developer and the ratio 50:50 (fifty percent is to fifty percent).
- 7.4 Starting with the exact date notified by the Developer to the Owner with effect from which she may commence using and/or occupying her flats and other allocated area of the Owner or her nominee or nominees as the case may be will be liable to pay proportionate maintenance charges in respect of the flats and other allocations of the Owner's allocation. Similarly, the Developer or its nominee or nominees shall also be liable to pay the maintenance charges in respect of the Developer's flats and other allocated area of the Developer.
- 7.5 The respective allocations shall keep the interior walls, sewers drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the

For Omkar Enterprise

Proprietor

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Assurance in Kolkata
23/10/2018

other or them and/or the occupiers of the building indemnified from and against the consequence of any breach.

- 7.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequence of any breach.
- 7.7 No goods or other items shall be kept by the respective parties for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.
- 7.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the building or in the compounds, corridors or any other portion or portions of the building.
- 7.9 Neither of the party shall permit other's agents with or without workmen and others at all responsible times to enter into and upon the each party's allocation and each party thereof for the purpose of maintenance or repairing any part of the building and/or for the purpose of repairing maintaining rebuilding cleaning lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining repairing and testing drains gas and water pipes and electric wires and for any similar purpose.
- 7.10 The Developer is entering into this Development Agreement being prima-facie satisfied with regard to the title on the basis of the representations made by the Owner in respect of the said premises. The Developer

For Omkar Enterprise

Proprietor

The first part of the report is devoted to a general
 description of the area and the conditions under which
 the work was carried out. It is followed by a detailed
 account of the various experiments conducted and the
 results obtained. The final part of the report is
 devoted to a discussion of the results and the
 conclusions drawn therefrom.



Ⓟ

A. J. [Name] [Title]
 [Address]
 [City] [State] [Zip]

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however, reserves his rights to cause necessary searches with regard to the marketability of the title of the Owner in respect of the said premises which is to be completed within a period of 90 (ninety) days from the date of execution of this Memorandum of Understanding.

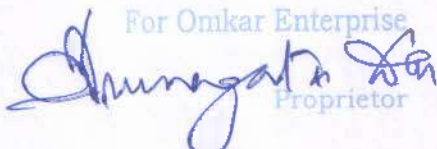
7.11 The name of the building will be decided by the Owner and the Developer jointly within six months from the date of execution of this Memorandum of Understanding or within such time as may be agreed between the parties.

7.12 Similar nature of deeds of conveyances will be executed in favour of all the parties.

7.13 Mr. D. Mitra, Solicitor & Advocate of No. 10, Old Post Office Street, Room No. 29, First Floor, Kolkata-700 001 will prepare the deeds of conveyances and all other documents as may be required and all costs, charges including his legal fees will be paid by the Developer only in respect of Developers allocation.

7.14 The certificate of the Architect to be appointed by the Developer as to the completion of the building and quality shall be final and binding upon the parties provided however the building should be completed in the said respect and certificate of completion from Kolkata Municipal Corporation or any other authority as the case may be should be obtained within three months from the date of completion of the building by the developer.

7.15 The Developer will be at liberty to deal with, dispose of, transfer the right, title and interest of this Development Agreement in favour of their nominee or nominees in respect of the Developer's allocation without the

For Omkar Enterprise

Proprietor

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Additional Registrar of
Companies at Kolkata
20/11/2012

consent in writing by the Owner and vice versa in respect of the Owner's allocation.

7.16 Both the Developer and the Owner shall enjoy their respective allocations/ portions in the said building under their respective allocations/portions in the said building under their occupation forever with absolute right of alienation transfer, gift, deal with, dispose of any manner whatsoever and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances.

7.17 The Owner's allocations in the proposed building shall be subject to the same restrictions and use as is applicable to the Developer's allocations in the building intended for common benefits of all occupiers of the building as mentioned under this Memorandum of Understanding.

7.18 Neither party shall use or permit to the use of the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building.

7.19 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

7.20 Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless:-

For Omkar Enterprise

Proprietor



- i) Such party shall have observed and performed by a written undertaking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in each of their respective possession.
- ii) Both parties shall abide by all law, bye-laws, rules and regulations of the government, statutory bodies and/or local bodies as the case may be and shall bound to answer and be the responsible for any deviation and/or breach of any of the said laws, bye-laws, rules and regulations.

7.21 The terms and conditions of this Development Agreement may be modified, varied by mutual consent in writing by the parties.

7.22 The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims and actions demands costs charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by Owner or the Developer in this behalf.

7.23 Any transfer of any part of the Owner's allocations of the new building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible in respect of the space transferred, to pay the

For Omkar Enterprise
Anurag K. San.
Proprietor



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said rates and service charges for the common facilities as it is done in case of registered apartment Owners under Apartment Ownership Act.

7.24 Should any one fails to pay any amount payable in respect of the said rates and service charges for the common facilities within thirty days of demand in this behalf, the Owner of that portion shall be liable to pay interest in the amount outstanding if it is not otherwise disputed at the rate of 10% (Ten per cent) per annum from the last due date of payment upon payment in full.

7.25 For the purposes of sell, transfer of its respective allocation no further consent or other party shall be required and this agreement by itself shall be treated as such consent. However, the other parties to the agreement shall be informed in writing of such action.

7.26 The terms and conditions of this Development Agreement may be amended, modify by mutual consent in writing by the parties.

7.27 In case due to any statute or law of the land any clauses required to be modified or amended, the same shall be amended, modified accordingly.

7.28 It is mutually agreed that no car parking spaces either covered or open will be sold to any intending purchaser or purchasers by the Owner or by the Developer who does/do not own any flat/area/areas in the proposed building to be constructed on the said premises.

For Omkar Enterprise

Proprietor

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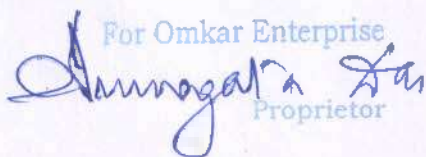
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ARTICLE - VIII

(Force Majeure)

8.1 **Meaning:** Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the control of the Party so prevented and does not arise out of a breach by such party or any of their obligations under this agreement including if the construction is delayed due to the dispute between the Owner and also includes, any abnormally inclement weather, flood, lightening, storm, fire, disputes between the Owner explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, terrorist action and civil commotion strike, lock-outs, or other industrial action, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or any relevant Government or Court orders and does not arise out of a breach or default by such Party of any of its obligations under this Development Agreement cum Power of Attorney.

8.2 **Saving Due to Force Majeure:** If either Party is delayed in or prevented from performing any of its obligations under this Development Agreement by any event of force majeure, that Party shall inform the other Party in writing within 7(seven) days of the commencement of the event of force majeure specifying the nature and extent of the circumstances giving rise to the event/s of force majeure. Subject to written notification as above, 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.

For Omkar Enterprise

Proprietor

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Additional Register of
Assurances in Konkani
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8.3 Reasonable Endeavour's: The Party claiming to be prevented or delayed in the performance of any of its obligations under this Development 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 this Agreement may be performed despite the continuance of the event of Force Majeure.

8.4 SEVERANCE:

- a) **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 Development Agreement and the remainder of this Development 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 Development Agreement shall be valid and enforceable to the fullest extent permitted by law.
- b) **Deletion of Invalid Provision:** If any provision of this Development Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part 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.
- c) **Reasonable Endeavour for Substitution:** The Parties agree, in the circumstances referred above, to use all reasonable endeavors to

For Omkar Enterprise

Proprietor

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Additional Registrar of
Assurances III Kolkata

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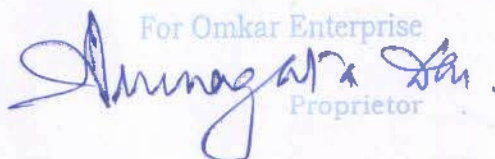
substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Development Agreement shall be suspended whilst an attempt at such substitution is made.

8.5 RESERVATIONS OF THE SAID PREMISES

- a) **Right to Waive:** Any term or condition of this Memorandum of Understanding 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.
- b) **Forbearance:** No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Development Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

8.6 AMMENDMENT/MODIFICATION:-

Express Documentation: No amendment or modification of this Memorandum of Understanding or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the Parties and expressly referring to the relevant provision of this Memorandum of Understanding.

For Omkar Enterprise

Proprietor

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Additional Registrar of
Assurances in Kolkata
20/11/2012

ARTICLE - IX

(ARBITRATION)

- 9.1 The parties raising disputes shall serve a notice to the other party at the address mentioned hereinabove or to its last known address detailing therein the grievances and/or differences and within 30 days of receiving such notice, there would be a joint meeting between the parties for amicable settlement of the disputes and/or for meeting the grievances of the concerned parties. In case the disputes cannot be settled in the said meeting or within any mutually extended time then either party could take recourse to arbitration proceedings as mentioned herein below.
- 9.2 All disputes and differences between the parties hereto with regard to interpretation of this agreement and/or for implementation and/or in any way relating to or touching in any manner with this Development Agreement or arising in pursuance thereof shall be referred to sole Arbitrator and the said arbitration will be governed by the Arbitration and Conciliation Act, 1996 including amendments made thereto. The Learned Arbitrator will be appointed through Hon'ble Court.
- 9.3 The Award passed by the Arbitrator shall be binding upon the parties and both the parties shall accept the award passed by the Arbitrator.
- 9.4 The venue of the Arbitration proceedings will be held at Kolkata.

For Omkar Enterprise
Shrinagar Das
Proprietor

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Additional Registrar of
Assurances III Manila
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ARTICLE - X

(JURISDICTION)

10.1 Courts at Calcutta as well as High Court Calcutta alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

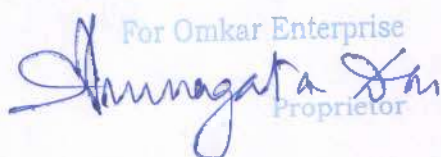
THE FIRST SCHEDULE ABOVE REFERRED TO:

(Property/Premises Description of the Development Agreement)

ALL THAT fifty years old one storied building measuring 1800 sq.ft. super built up area be the same a little more or less constructed in a portion of the said land togetherwith piece or parcel of Revenue free land containing an area of 5 Cottahs 8 Chittaks 30 sq.ft. be the same a little more or less lying and situate lying at Plot no. P186, Scheme -IVM, Post Office - Beliaghata, Police Station - Beliaghata, Kolkata -700010 Ward No. 033, Assessee No. 110330500918 of Kolkata Municipal Corporation butted and bounded as follows that is to say:

<u>ON THE NORTH</u>	:	Bahir Surah Road (Widened)
<u>ON THE SOUTH</u>	:	Plot No. 198 in C.I.T. Scheme No. 199 in C.I.T. Scheme No. IVM
<u>ON THE EAST</u>	:	Strip of C.I.T. land to be sold to Owner of Exempted premises No. 108, Bahir Surah Road and Plot No. 199 in C.I.T. Scheme No. IVM.
<u>ON THE WEST</u>	:	Plot No. 187 in C.I.T. Scheme No. IVM.

OR HOWSOEVER OTHERWISE demarcated in a sketch map or plan annexed hereto and border "RED" in colour.

For Omkar Enterprise

Proprietor



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Additional Registrar of
Assurances II Kolkata

20 JAN 2022

THE SECOND SCHEDULE ABOVE REFERRED TO :

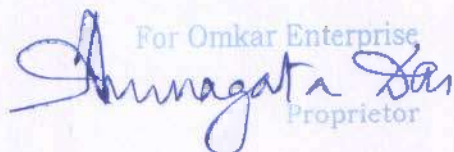
(Owner's allocation)

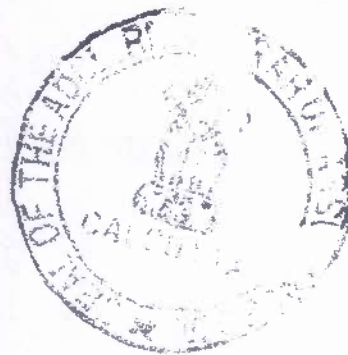
ALL THAT 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire Second Floor, entire Fourth Floor and shall also include 50% (fifty per cent) of the cover as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building.

THE THIRD SCHEDULE ABOVE REFERRED TO :

(Developer's allocation)

ALL THAT 50% (fifty per cent) of the built up area of the F.A.R. sanctioned by the Kolkata Municipal Corporation which includes entire First Floor, entire Third Floor and shall also include 50% (fifty per cent) of the cover as well as open car parking spaces and 50% (fifty per cent) share of additional construction of the total covered space of the building to be constructed by the Developer **TOGETHER WITH** impartible proportionate share in the land as mentioned in the First Schedule hereunder written **TOGETHER WITH** the right to use and enjoy all common areas and facilities and amenities of the land and the proposed building.

For Omkar Enterprise

Proprietor



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Additional Registrar of
Assurances in Kolkata

20 JAN 2022

THE FOURTH SCHEDULE ABOVE REFERRED TO :

(Materials to be used for construction of the Owner's Allocation)

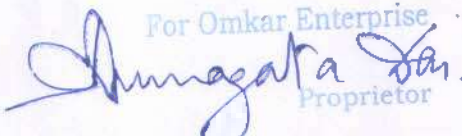
1. **STRUCTURE** :- Structure to be constructed in R.C.C. as per structural plan of the Structural Engineer duly approved by The Kolkata Municipal Corporation. Steel of only ISI marked brands shall be used and cement of any leading national band shall be used.
2. **BRICK WORK** :- All external walls to be 8 inches , internal walls to be in 5 inches and 3 inches made of first class bricks.
3. **WALL FINISH** :- All walls to be finished with 10mm plaster and internal walls to be finished with plaster of parries.
4. **FLOORING** :- Apartments : Floors of Living, Dining, & Bedroom to be of good quality Vetrified tiles of Kajaria/ Nitco make or equivalent of size 2ft X 2 ft. Toilet, Bath & kitchen to be of good quality Antiskid tiles

Stair case & lobby : Floors to be in good quality Green Marble combined with white or saffron marble.

Garage : Floor to be done with good quality designer tiles/ Kota Stone.

Pavement : Pavements to be done in designer tiles to give a very colourful getup.

5. **BATH ROOM/ KITCHEN FITTINGS** :- To be fitted with all JAQUAR CP brand fittings and Parry Ware/CERA fittings and PVC cistern to match.
6. **PLUMBING** :- All internal water pipe lines to be concealed with good quality PVC Pipes of SUPREME or equivalent make and G.I. Pipes. All sewage pipes of rain water pipes to be of good quality SUPREME or equivalent brand.
7. **ELECTRICAL** :- All wires to be laid concealed Switches and plug points of Anchor Roma/ MK, Make, two light, one fan, one combined electrical point in every room. Living/dinning room to be provided with additional line fan, telephone. Kitchen to be provided with two light, one

For Omkar Enterprise

Proprietor

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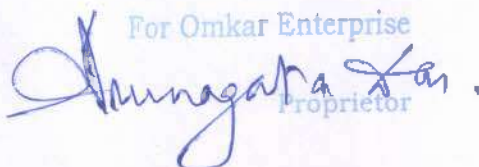


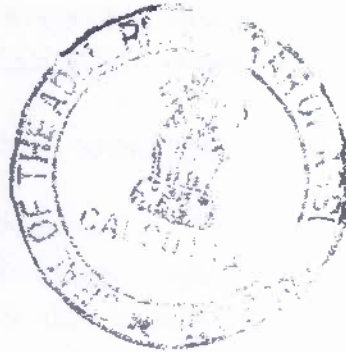
Additional Registrar of
Assurances II Kolkata

20 JAN 2022

point for exhaust fan, one 5 Amp and one 15 / 5 Amp plug point. Bathroom to be provided with two light points, one exhaust point and one geezer point. Balcony to be provided with one light point.

8. KITCHEN :- Kitchen to be provided with good quality Black granite counter with matching steel sink with a long nose tap and inbuilt shelves. Glazed tiles upto the height of 3 ft shall be provided above the kitchen counter.
9. BATH/TOILET:- Toilets to be provided with one wash basin, one Western or Indian pan and three tap water points. Glazed tiles of good quality to be fitted on walls upto a height of 6 ft 6 inches.
10. DOORS AND WINDOWS:- Door frame of seasoned good quality Sal wood and panels of good quality Flush Door with laminate finish on both sides. Every door shall be provided with mortise lock. Main door shall be provided with one good quality fancy hatch bolt and one latch lock of Godrej or equivalent brand. All windows to be made of good quality Anodized or Powder coated Aluminum shutter fitted with clear glass, with matching steel grills.
11. ROOF :-Roof to be finished with roof tiles.
12. PAINTING :- Two coat of paint and window grills to be painted with good quality synthetic enamel paint. The outer walls of the building shall be painted with cement based paint of Weather Coat or equivalent make.
13. COMMON FACILITIES :- Common facilities shall include the following :
 - (a) Boundary wall : The entire premises shall be bounded by a strong boundary wall of 5ft height (approx) with one decorative steel gate.
 - (b) Common toilet/ bath on the ground floor for helping hands, drivers, security guards etc.
 - (c) Lift;

For Omkar Enterprise

Proprietor



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Assurances in Kolkata

20 JAN 2022

(d) Room for security guards;

THE FIFTH SCHEDULE ABOVE REFERRED TO :

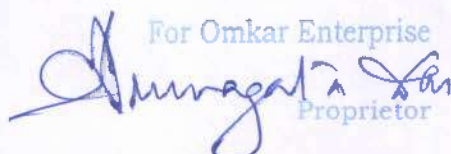
(Common Areas and Facilities)

1. Path passages and driveways in the premises for any purpose and those meant or earmarked or intended to be reserved for parking of motors cars or marked by the Owner for use of any co-Owner .
2. Staircase, lobby, roof and landings.
3. Room and the bathroom for darwan.
4. Electrical wiring in copper conductor and fitting and fixtures for lighting the staircase, lobby and landings.
5. Electrical installations with main switch and meter and space required therefor.
6. Corporation water Supply connection.
7. Overhead water tank and underground water reservoir with distribution pipes there from connection to different Apartments/ Units and from the underground water or to the over-head water tank.
8. Water waste and sewage evacuation pipes from the Apartments / Units to drain and sewers common to the building.
9. Drains and sewers from the building to the corporation drain.
10. Main gate for entrance to the premises.
11. Boundary wall to the premises.
12. Roof of building.
13. 24 hours security services by guards with inter com facility.
14. Generator connection to all flat Owners and common areas at the additional proportionate share of cost to be paid by the Owner and the Developer.
15. Such other common areas and facilities as may be made for common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO :

(Common Expenses)

1. **MAINTENANCE** All costs and expenses for maintaining, whitewashing, pointing, repainting, repairing, renovating and replacing

For Omkar Enterprise

Proprietor



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Additional Registrar of
Assurances in Kolkata

20 JAN 2022

the common areas machineries, equipments installations and accessories for common services, utilities and facilities (including the out walls of the buildings).

2. **OPERATONAL:** All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities (including generator, water pump with motor etc.).
3. **STAFF :** The salaries of and all other expenses on the staff to be employed for the common purpose (including bonus and other emoluments and benefits).
4. **ASSOCIATION :** Establishment and all other expenses of the Association (including its formation) and also similar expenses of the Owner or any agency looking after the common purposes until handing over the same to the Association.
5. **TAXES :** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any Unit).
6. **COMMON UTILITIES :** expenses for serving / supply of common facilities and Utilities (including electricity, water etc.) and all charges incidental thereto.
7. **RESERVES :** Creation of funds for funds for replacement, renovation and/or other periodic expenses.
8. In the event a Transformer needs to be installed, the cost shall be borne proportionately by both the Owner and Developer.
9. **OTHERS :** all other expenses and/or outgoings including litigation expenses as are incurred by the Owner and/or the Association for the common purposes.

For Omkar Enterprise

Proprietor



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Additional Registrar of
Assurances II, Kolkata

20 JAN 2022

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

SIGNED AND DELIVERED by the OWNER at Kolkata in presence of :

Maitrayee Bose

1. D. Mitra
Solicitor & Advocate.

2. Ratneswar Lal Mishra
94 Hemchandra Nasiker Rd
2A, KOLKATA 700010

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

For Omkar Enterprise

1. D. Mitra
Solicitor & Advocate.

Arunagat & Son
Proprietor

2. Ratneswar Lal Mishra

For Omkar Enterprise
Arunagat & Son
Proprietor



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Additional Registrar of
Assurances in Kolkata

20 JAN 2022

RECEIVED from within named Developer within sum of Rs. 40,00,000.00 (Rupees Forty Lakhs) only as and by way of part payment of non refundable consideration money as per Memo below:


MEMO OF CONSIDERATION

1.	Received from within named Developer by account payee cheque no. 126924 dated 18 th January, 2022 drawn on Punjab National Bank, Sector-III, Salt lake Branch in favour of Maitrayee Bose being the part payment of non refundable consideration money amounting to	: Rs.40,00,000.00
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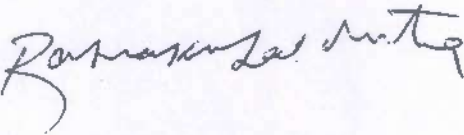
Rs. 40,00,000.00

(Rupees Forty Lakhs) only.

WITNESSES:

1.  D. Mitra.
Solicitor & Advocate.

Maitrayee Bose

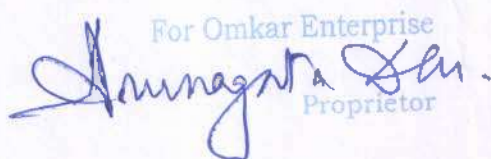
2.  Rohan Kumar

Drafted by:



(D. MITRA),
Solicitor & Advocate,
High Court, Calcutta,
Room No. 29, First Floor,
10, Old Post Office Street,
Kolkata-700 001.
Enrollment No. W/B/1348/1977
Mobile: 98314 62881.

Maitrayee Bose - Development Agreement

For Omkar Enterprise
 Anurag
Proprietor



[Handwritten signature]

Additional Registrar of
Assurances in Kolkata

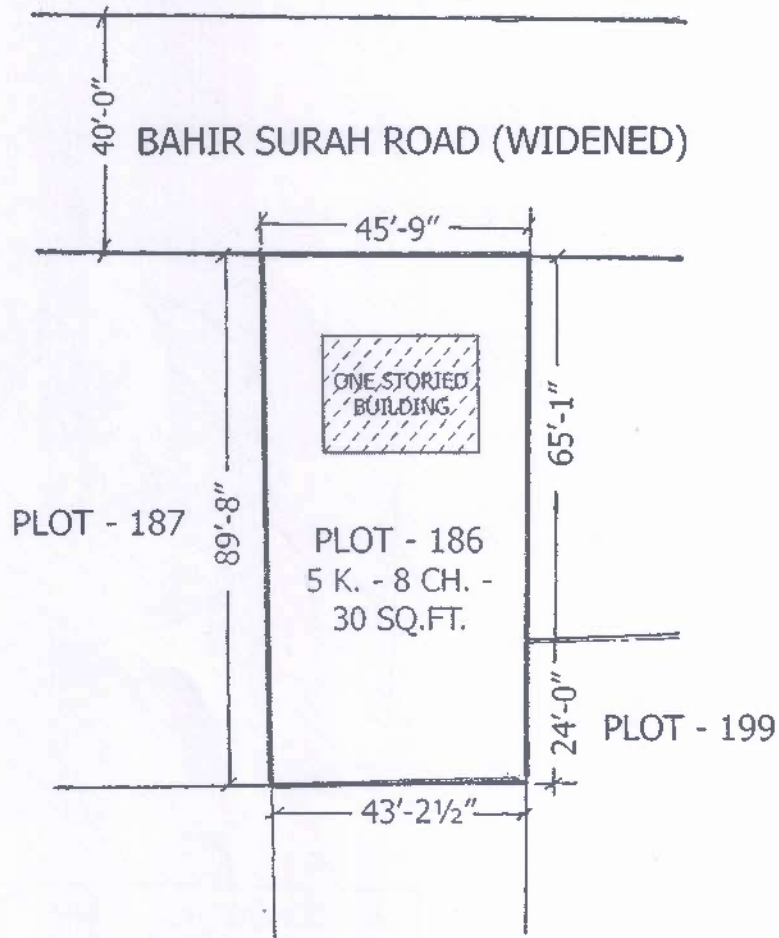
20 JAN 2022

[Faint handwritten signature]

PLAN OF LAND WITH ONE STORIED BUILDING LYING SITUATE AT PLOT NO. P-186, SCHEME - IVM, P.O. - BELIAGHATA, P.S. - BELIAGHATA, KOLKATA - 700 010, WARD NO. 033, ASSESSEE NO. 110330500918 OF KOLKATA MUNICIPAL CORPORATION.

AREA OF LAND :- 5 K. - 8 CH. - 30 SQ.FT. (MORE OR LESS)
SHOWN IN RED COLOUR

SCALE :- 1" = 30'-0"



For Omkar Enterprise
Shunagata Sen.
Proprietor

Meitrayee Bose
SIG. OF OWNER

Omkar Enterprise
Shunagata Sen.
Proprietor

SIG. OF DEVELOPER

Toaced By:
S. Sen
30/1/2010
10/1



[Handwritten signature]

Additional Registrar of
Assurances in Kolkata

20 JAN 2022

SPECIMEN FORM FOR TEN FINGERPRINTS



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

Signature Maitrayee Bose

Name _____



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

Signature Anugata Das

Name _____



	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
Left Hand					
Right Hand					

Signature _____

Name _____

For Omkar Enterprise

 Proprietor



[Handwritten signature]

Additional Registrar of
Assurances III Kolkata

20 JAN 2022

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MAITRAYEE BOSE

RATHINDRALALA MITRA

03/12/1953

Permanent Account Number

AMGPB0844F

Maitrayee Bose
Signature



14032007

इस कार्ड के खोने / पाने पर कृपया सूचित करें / लौटार
आयकर एम सेवा इकाई, एन एस डी एल
पहली मंजिल, टाइम्स टॉवर, कमला मिल्स कंपाउंड,
एस. बी. मार्ग, लोअर पार्ल, मुम्बई - 400 013.

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1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai - 400 013.
Tel: 91-22-24954650, Fax: 91-22-24950664,
e-mail: tininfo@nadi.co.in

Maitrayee Bose

For Omkar Enterprise
Anugala San.
Proprietor



भारत सरकार

www.aadhaar.gov.in
www Identification Authority of India
Government of India

Enrolment No.: 0628/70324/00696

Download Date: 23/07/2015

To
Maitrayee Bose
P-186
C.I.T ROAD
Belegata H.O
Kolkata West Bengal - 700010
9836014900

Download Date: 23/07/2015

Signature valid



QR Code with photograph

आपका आधार क्रमांक / Your Aadhaar No. :

5486 8026 5802

VID: 9147 1227 5189 3254

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India

Maitrayee Bose
Date of Birth/DOB: 03/12/1953
Female/ FEMALE



6486 8026 5802

VID: 9147 1227 5189 3254

मेरा आधार मेरी पहचान

Munagat & Son.
Maitrayee Bose

For Omkar Enterprise

Proprietor


 भारत सरकार
 GOVERNMENT OF INDIA




अरुणगता दास
 Arunagata Das
 जन्मदिनांक/ DOB: 21/12/1969
 लिंग / GENDER: MALE



5215 5995 7755


आमार आधार, आमार परिचय


Arunagata Das


 भारतीय विशिष्टता पहचान प्राधिकरण
 UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:
 57/3, पुलक टक नगर, अर्ध-423,
 फेडर-1, एनटी रोड सिटी, बेलघाटा
 (2म), 643 18 परगना,
 पिन कोड - 700106

Address
 S/O: Dulal Chandra Das, FF-
 423, Sector 1, Salt Lake City,
 Bellaghat (M), North 22,
 Parganas,
 West Bengal - 700106





For Omkar Enterprise

 Proprietor

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

ARUNAGATA DAS
DILAL CHANDRA DAS
21/12/1969
 Permanent Account Number
ADPPD3508E

Arunagata Das
 Signature




Arunagata Das

आयकर विभाग, को-ऑपरेटिव बिल्डिंग, दिल्ली
 आयकर विभाग, को-ऑपरेटिव बिल्डिंग, दिल्ली
 आयकर विभाग, को-ऑपरेटिव बिल्डिंग, दिल्ली
 आयकर विभाग, को-ऑपरेटिव बिल्डिंग, दिल्ली
 आयकर विभाग, को-ऑपरेटिव बिल्डिंग, दिल्ली

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 please inform / return to
 Income Tax Officer, Co-operative Bldg, Delhi.
 New Delhi Telephone Exchange,
 Delhi, India - 110 005.

Tel: 2720-2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728
 e-mail: arunagata@rediffmail.com

For Omkar Enterprise
Arunagata Das
 Proprietor



ভারত সরকার

Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1215/80038/22904

To
শর্জোত কুমার গঙ্গুলী
Rajiv Kumar Ganguli
24JK BARWARITALA ROAD
Belegnata
Belegnata
Belegnata Kolkata
West Bengal 700010
9830175416
323752496
MA237924962FT



আপনার সংখ্যা / Your No. :

6861 8586 9977

- সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India

শর্জোত কুমার গঙ্গুলী
Rajiv Kumar Ganguli
পিতা : কার্তিক চন্দ্র গঙ্গুলী
Father : Kartick Chandra Ganguli
জন্মতারিখ / DOB : 04/09/1977
পুরুষ / Male



6861 8586 9977

- সাধারণ মানুষের অধিকার

For Omkar Enterprise
Shunagata Das
Proprietor

Rajiv Kumar Ganguli

