

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made this the 28 day of June, 2023 (Two thousand Twenty Three) A.D. BETWEEN ORGANISATION FOR FRIENDS ENERGIES AND RESOURCES (PAN: AAAAO0267E) a Society registered under the West Bengal Societies Act, XXVI of 1961 registered No. S/54105 of 1986-1987 and having its

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registered office at 152, B.T. Road, 1st Floor, Dunlop Bridge, P.O. ISI, P.S. Baranagar, Kolkata – 700108 represented by its Founder Secretary Kallol Ghosh (PAN: ADOPG0426H and Aadhaar No. 2677 8010 2856), son of Late Pabitra Kumar Ghosh, by faith Hindu, by Nationality Indian, by occupation – Business, residing at 152, B.T. Road, 1st Floor, Dunlop Bridge, P.O. ISI, P.S. Baranagar, Kolkata – 700108 hereinafter jointly referred to as the OWNER/LANDLORD (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean its member, executors, successors, successors-in-office, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S. NIRMAN, a proprietorship Firm, having its Office at 10/1, Deshbandhu Road (East) Kolkata - 700035, P.O. Alambazar, P.S. Baranagar, District North 24-Parganas, mailing address 100/B, Deshbandhu Road (East) Kolkata - 700035, P.O. Alambazar, P.S. Baranagar, District North 24-Parganas, represented by it's sole proprietor SRI SUDIPTA KUMAR GHOSH (PAN: AEFPG9192) and Aadhaar - 6246 2368 3036), son of Late Rashbehari Ghosh, by faith-Hindu, by occupation-Business, by Nationality Indian, residing at 100/B, Deshbandhu Road (East), Kolkata - 700035, P.O. Alambazar, P.S. Baranagar, District North 24-Parganas, hereinafter called and referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors-

in-office, legal representatives and/or assigns) of the OTHER PART.

WHEREAS by a Bengali deed of Sale dated 02.10.1940 corresponding to 16th Ashin 1347 B.S. executed between Sri Kumar Krishna Mitra referred to as the Vendor therein of the one part and Sri Sisir Kr. Singha, Sri Sudhir Sinha, Sri Salil Kr. Sinha, Sri Sunil Kr. Sinha, Sri Samir Kr. Sinha all are referred to as the Purchasers therein of the other part and registered in Book No.1, Volume No. 35, Pages from 284 to 288, Being No. 2632 for the year 1940 in the office of the Sub-Registrar Cossipore Dum Dum and by the said Deed of Sale the said Kumar Krishna Mitra sold transferred and conveyed to and unto the said Sisir Kr. Sinha, Sudhir Kr. Sinha, Salil Kr. Sinha, Sunil Kr. Sinha, Samir Kr. Sinha all that piece and parcel of revenue paying land measuring 4 Cottahs 10 Chittaks 20 sq.ft. more or less situated at premises No. 2, Kashi Nath Dutta Road, thereafter 50, Kashi Nath Dutta Road now 42/5, Kashi Nath Dutta Road, P.S. Cossipore, Kolkata - 700036, together with 20 ft. wide common passage and also together with easement rights Schedule morefully and particularly described the in free from all thereunder written and forever absolutely encumbrances charges and attachments for valuable consideration mentioned therein.

AND WHEREAS said Sisir Sinha died on 13.04.1989 and said Sudhir Sinha (leaving behind him wife Smt. Kanika Sinha) died on 16.05.1987 and said Salil Sinha died on 14.03.1984 and after their death said Sunil Sinha, Samir Sinha and Smt. Kanika

Sinha at the life time enjoyment of the said property and instituted and executed one testament Last Will on 10.04.1995 where by and whereunder they appointed their nephew Sri Alak Kumar Mitra as an executor and sole beneficiary.

AND WHEREAS said Sunil Sinha died 27.12.1998 and Samir Sinha died on 15.08.1996 and Smt. Kanika Sinha died on 03.04.1996.

AND WHEREAS immediately after demise of the said Sinha, Samir Sinha, Kanika Sinha all are died on 27.12.1998, 15.08.1996 and 03.04.1996 respectively the said executor Alak Kumar Mitra was filed a probate case being Case No. 10 of 1999 on dated 03.03.1999 before the Ld. Sealdah District Delegate (1st Munsiff Court) as a sole executor and beneficiary in respect of the said property mentioned in the said will i.e. the scheduled property without mentioning any other person/persons as near relation.

AND WHEREAS the said Ld. District Delegate Sealdah 24-Parganas (N) (1st Munsiff Court) was pleased to pass the order and granted probate certificate on dated 15.09.1999 in favour of Sri Alak Kumar Mitra in respect of the said property lying and situated at premises No. 42/5, Kashi Nath Dutta Road, Assessee No. 110010700358, Calcutta - 700036, P.S. Cossipore, measuring an area of 4 Cottahs 10 chittaks 20 sq.ft. more or less with three storied dilapidated building standing thereon and thus now on the basis of the said probate certificate in the name of Sri Alak Kumar Mitra was the

absolute owner and occupiers free from all encumbrances of the said property.

AND WHEREAS by an Indenture of Sale dated 14.12.1999 registered before the Additional Registrar of Assurances - II, Kolkata and recorded in Book No. I, Volume No. 114, Pages 240 to 257, Being No. 4300 for the year 1999 said Alak Kumar Mitra mentioned therein as Vendor sold, transferred and conveyed ALL THAT piece or parcel of homestead containing an area 4 Cottahs 10 Chittaks 20 sq.ft. be the same a little more or less together with three storied brick built building or dwelling house standing thereon more or less 1500 sq.ft. built up area lying and situated and being the premises No. 42/5, Kashi Nath Dutta Road, formerly 50, Kashi Nath Dutta Road, Assessee No. 110010700358, Kolkata - 700036, P.S. Cossipore, Holding No. 79, within the limits of Kolkata Municipal Corporation in Ward No. 1 morefully described in the Schedule thereto in favour of Organisation for friends energies and resources represented by its founder Secretary Kallol Ghosh, mentioned as Purchaser therein.

AND WHEREAS thereafter said Owner namely Organisation for friends energies and resources represented by its Founder Secretary Kallol Ghosh became the absolute owner of the entire property and seized and possessed of and/or otherwise sufficiently entitled to the entire aforesaid property at premises No. 42/5, Kashi Nath Dutta Road, Assessee No. 110010700358, Kolkata – 700036, P.S. Cossipore, which is mentioned in the Schedule hereunder written free from all

encumbrances and out of all litigations without any interruption and interference by others or anybody else by paying upto date Kolkata Municipal Corporation taxes and other rates with having valid and proper receipt in its name and accounts.

AND WHEREAS the OWNER herein represented to the DEVELOPER of his intention to develop the said premises i.e. ALL THAT piece or parcel of homestead containing an area 4 Cottahs 10 Chittaks 20 sq.ft. be the same a little more or less together with three storied brick built building or dwelling house standing thereon more or less 1500 sq.ft. built up area lying and situated and being the present premises No. 42/5, Kashi Nath Dutta Road, (formerly 50, Kashi Nath Dutta Road,) Assessee No. 110010700358, Kolkata - 700036, P.S. Cossipore, Holding No. 79, within the limits of Kolkata Municipal Corporation in Ward No. 1 being Assessee No. 11-001-07-0035-8. through the Developer herein as per the terms and conditions as hereunder appearing. It is further clarified that the Developer shall be entitled to prepare a Building Plan by his Architect at his own cost and expenses for construction of a new building in and upon the Said Property at Premises No. 42/5, Kashi Nath Dutta Road, Kolkata - 700036 and shall submit the same before the Kolkata Municipal Corporation for sanction in the name of the present Owner and the title of the Owner is clear, marketable and free from all encumbrances. Furthermore the owner is/are execute registered Development of Power of Attorney for the purpose of smooth construction/completion of the newly proposed building on the said property.

AND WHEREAS relying on the aforesaid representation of the Owner herein and subject to clear marketable title of the Said Property, the Developer agreed to develop ALL THAT piece or parcel of homestead containing an area 4 Cottahs 10 Chittaks 20 sq.ft. be the same a little more or less together with three storied brick built building or dwelling house standing thereon more or less 1500 sq.ft. built up area lying and situated and being the premises No. 42/5, Kashi Nath Dutta Road, formerly 50, Kashi Nath Dutta Road, Kolkata – 700036, P.S. Cossipore Holding No. 79, within the limits of Kolkata Municipal Corporation in Ward No. 1 being Assessee No. 11-001-07-0035-8, subject to the terms and conditions as contained hereinafter.

NOW THIS MEMORANDUM OF AGREEENT WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:

ARTICLE-I DEFINITIONS

- A. That in this Memorandum of Agreement, unless it be contrary or repugnant to the subject or context the following words and/or expressions shall mean as follows:
- i) "The OWNER" shall mean the Owners above named and their heirs, successors, executors, administrators, legal representatives, nominees and assigns.
- ii) "The DEVELOPER" shall mean the Developer above named and its Partners and their heirs, executors,

administrators, successors-in-office, legal representatives, nominees and assigns.

- "THE LAND AND PROPERTY" shall mean ALL THAT piece iii) or parcel of homestead containing an area 4 Cottahs 10 Chittaks 20 sq.ft. be the same a little more or less together with three storied brick built building or dwelling house standing thereon more or less 1500 sq.ft. built up area lying and situated and being the premises No. 42/5, Kashi Nath Dutta Road, (formerly 50, Kashi Nath Dutta Road), Kolkata - 700036, P.S. Cossipore Holding No. 79, within the limits of Kolkata Municipal Corporation in Ward No. 1 being Assessee No. 11-001-07-0035-8. more fully and SCHEDULE FIRST particularly described in the hereunder written.
- iv) "The ARCHITECT" shall mean a person or body of persons, firm or company appointed or nominated by the Developer for the purpose of constructing the new proposed building.
- the Architect/LBS licensed by the Kolkata Municipal Corporation and appointed by the Developer and the said plan to be submitted by the Developer on behalf of the Owner after his approval at the costs and expenses of the Developer and duly sanctioned by KMC with the maximum available FAR.
- vi) FLOOR AREA RATIO shall mean the maximum floor area ratio available for construction of the Said Building

according to the prevalent rules and regulations, laws and bye laws of the Kolkata Municipal Corporation and/or other statutory authorities.

- vii) ROOF shall mean and include entire open space of the roof and/or top of the building excluding the space required for installation of the overhead water tank, Dish Antenna, staircase cover and other facilities.
- viii) "The CONSTRUCTIONAL HABITABLE AREA" herein shall mean the habitable and/or saleable areas of the New Building including the lobbies, staircase, appurtenant thereto but excluding the roof.
- be entitled to get 55% covered area of the proposed multi storied building erect and built by the Developer and/or which is described in the Schedule 'B' written hereunder to be constructed by the Developer in fully finished, complete and in habitable nature together with the proportionate undivided interest or share in the land along with all proportionate rights and all common area and facilities of the building..
- y) "The DEVELOPER'S ALLOCATION" the second party will get 45% of the total covered area of the proposed multistoried building to be constructed by the Developer herein except landowners' allocation together with undivided common proportionate share of land and all common area and facilities attached to the said land as

prorate basis morefully and particularly described in the Schedule- 'C' written hereunder and hereinafter referred to the Developer's allocation.

- undivided part or the share of right, title and interest in the land, by way of sale, comprised in the said premises on which the building to be constructed as per KMC sanctioned plan. The undivided proportionate share or interest in the land to be allotted to the transferees shall be in proportionate to the covered area.
- xii) PERIOD FOR CONSTRUCTION The Developer shall complete the construction of the building on the basis of the sanctioned PLAN within 24 (twenty four) months from the date of sanction of the building plan. Time in this respect unless the same is beyond the control of the parties for unforeseen reasons or force-mejeure herein being deemed to be as the ESSENCE OF CONTRACT between the parties. Failure to pay the same/complete will enable the owners to terminate the contract.
- BUILDING that after delivery of the vacant possession of the property by the owner to the Developer, the Developer shall demolish the existing structure and shall sale the materials or debris and shall get the entire sale proceeds of the same.



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





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GRN:

GRN Date: BRN:

GRIPS Payment ID: Payment Status:

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Successful

Payment Mode:

Bank/Gateway: **BRN Date:**

Payment Init. Date:

Payment Ref. No:

Online Payment

State Bank of India

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2001616835/2/2023

[Query No/*/Query Year]

Depositor Details

Depositor's Name:

ROCKY ENTERPRISE

Address:

88, R. S. ROAD 8910121422

Mobile: **Depositor Status:**

Others

Query No:

2001616835

Applicant's Name:

Mrs Sabita Talukder

Identification No:

2001616835/2/2023

Remarks:

Sale, Development Agreement or Construction agreement

Period From (dd/mm/yyyy): 27/06/2023 Period To (dd/mm/yyyy):

27/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)	
1	2001616835/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	15021	•
2	2001616835/2/2023	Property Registration-Registration Fces	0030-03-104-001-16	19821	4
			Total	34842	

THIRTY FOUR THOUSAND EIGHT HUNDRED FORTY TWO ONLY. IN WORDS:

- EUILDING MATERIALS & SPECIFICATION The Developer shall use standard quality building materials required for the purpose of construction of the proposed Three storied building.
- and vacate the entire premises and delivery the peaceful khas possession in respect of the said premises mentioned in the first schedule hereunder to the developer, the owners will not be responsible for the payment of common expenses.
- shall mean all the common areas and installations to comprise in the new building and the premises, after the development, including staircase, lobbies, passages, pathways, boundary walls, service areas and other facilities which may be mutually agreed by and between the parties as required for the establishment location enjoyment provisions maintenance and/or management of the building.
- area and space in the building available for independent use and occupation after making due provision and common and the space required therefore.
- xix) "PROJECT" shall mean the work of development undertaken to be done by the Developer in pursuance

hereof, till the development of the Said Property be completed.

- "UNIT" shall mean any flat or other covered area in the new building, which is capable of being exclusively owned, used and/or enjoyed by any Unit exclusively the developers allotted portion wherein the owners have and shall have no right, title and interest in respect of the newly constructed multi storied building consisting of several residential flats/shop/commercial space/garage etc..
 - of the proposed multi storied building to the owners shall have no right to claim in respect of the any portion of the aforesaid premises which is mentioned in the first schedule hereunder or any portion of the newly constructed building constructed by the developer by his own funds and money.
 - formed for the purpose of maintenance of the new building and the premises and for collecting and defraying the common expenses provide that until such Association is formed the Developer would be entitled to manage and/or maintain the new building and the premises and to collect the common expenses from its purchaser.

- xxiii) "THE TITLE DEED" shall mean the Deeds and Documents in respect of Premises No. 42/5, Kashi Nath Dutta Road, Kolkata - 700036 at present within the limits of the Kolkata Municipal Corporation Ward No.01.
 - xxiv) "ADVOCATE" to the project shall mean SAHELI MUKHOPADHYAY and her others Associates Advocates.
 - B. THE OWNER ASSURE THE DEVELOPER and indemnify themselves with the Developer as follows:-

The landlord is the absolute owner in possession of the said Kolkata Municipal Corporation premises No. 42/5, Kashi Nath Dutta Road, Assessee No. 11-001-07-0035-8 under Ward No. 01, Kolkata – 700036, P.S. Cossipore in the City of Calcutta.

- i) The legal heirs and successors of the Owner herein shall be liable to abide by all the terms and conditions of this Agreement in absence of the Owner in future by executing further fresh Development Agreement and registered Development Power of Attorney as per terms and conditions of this Agreement for smooth construction/completion of the newly proposed building on the Said Property.
- ii) There is no litigation and/or dispute of any nature whatsoever particularly with regard to the ownership of the said Owner concerning the said premises with any body or any organization or any Third Party etc. which

may or right effect the said premises in any manner whatsoever or howsoever directly or indirectly.

- iii) The Owner shall not interfere in the matter of receiving advance money by the Developer from the intending Purchaser(s) of the entire flats and spaces of the Developer's Allocation and/or sale of the same to the intending purchaser/purchasers.
- iv) If the Owner refuses to complete the execution and registration of the Sale Deed in favour of the Purchaser(s) of the flats and spaces of the Developer's Allocation in that event the Developer will be at liberty to take appropriate legal action against the Owner for breach of trust, howsoever before execution and registration of Sale Deeds in favour of the Purchasers out of the Developer's Allocation, firstly allocation of the Owner should be handed over by the Developer according to this Agreement.
 - the KMC or any imposition by the B.L. & L.R.O. Authority and other at his cost and also give clear, peaceful, vacant possession of the Said Property to the Developer prior to execution registered Development of Power of Attorney. The Developer is also permitted to do all such acts at his cost, subject to adjustment from Owner's money or the Owner undertakes to pay the same to the Developer like as cost of the main or mother electric meter of the building.

- vi) That the Owner also agrees to handover photo copies of all the original title deed and other documents to the Developer against accountable receipts simultaneously with the execution of this Agreement and the Owner shall produce the original deeds and documents to the Developer as and when required for sanction building plan and other related work in connection with the Development of the said premises, the owner shall be kept the all Deeds and Documents in original to his custody.
- vii) The owner shall render their best co-operation and assistance to the Developer in the matter of development work of the said property and/or construction of the said building.
- viii) The owner shall not do or cause to be done any act, deed, matter or thing nor permit any one to do any act, deed, matter or thing which may in any manner cause obstructions and/or interference in the development of the Said Property and/or construction of the said building.
- ix) The owner shall sign and execute all necessary papers, applications, plans, sketches, maps, designs, and other documents as may be required from time to time for mutation and obtaining the sanctioned plan from the KMC and or obtaining necessary sanctions, permission approvals and/or no objection certificate for the said construction of the building and/or development work of

the Said Property and for obtaining water connection sewerage connection, electric connection and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said building and/or unit or units.

- in case the owner commits any default or breach of trust in fulfillment of his obligations contained herein then and in such events the Developer shall be entitled to Specific Performance of such breaches or default complained of any for damages therefore and vide verses.
- to sanctioned building plan and abovementioned 55% share of proposed multi storied building, the Developer's Allocation can be used by the Developer or their nominees as Owner like the landlord.
- be multi storied building consisting on several residential flat at commercial and semi commercial unit of the newly constructed building and in that consideration a building plan filed before the Kolkata Municipal Corporation for valid sanction.
- I. All application, plan (supplementary or additional) other papers and documents required for rectification or additional sanction, permission, clearance and approval of the said plan (additional), rectification of plan etc. shall be submitted in the name of the Owner after his approval.

- II. The Owner shall render to the Developer all reasonable assistance for necessary permission, clearance approval and/or authorities envisaged herein and the Developer shall be entitled to at his discretion to submit all applications, plans and other papers and documents or any of them and/or do any other acts, deed, matter and things, as would be required to obtain necessary sanctions, permission, clearance and approval and/or for giving effect to the terms and conditions herein contained.
- III. The Owner shall not be liable for any loss sustained by the Developer nor the Owner will be liable for the construction costs of the building including the earnest money to be taken by the Developer from the intending Purchaser(s) of the proportionate land. The Developer is solely responsible for structural stability of the building to be constructed as per sanctioned building plan.
- IV. The Developer shall be at liberty to make publicity in the News Paper or otherwise for sale of the flats/units and spaces of the Developer's Allocation be constructed by the Developer, the Developer shall also be at liberty to fix its banners on the land to employ darwans, caretakers etc. for preservation of their project.
- V. The Developer is hereby authorized by the owner to make construction of the said premises as per sanctioned plan of the KMC at the cost and risk of the Developer. The Developer shall be at liberty to deal with his allocation as per this Agreement in any manner the Developer may

deem fit and proper at the construction stage or after completion of building.

- VI. Any notice required to be given by the Developer to the Owner and/or vice Versa shall without prejudice to any other made of service available be deemed to have served, if delivered by hand when signed by either party or sent by the prepaid registered post to the respective address/addresses as mentioned herein before.
- VII. As soon as the building will be completed after obtaining completion certificate from the KMC at the proportionate costs and expenses from the intending Purchasers of the Allocation Owner's except building, said abovementioned 55% share of multi storied building, the Developer shall give written notice to the Owner for taking possession of the Owner's Allocation in the said building and from the date of service of such notice and at all times thereafter Owner shall be exclusively responsible for payment of all the Municipal and property taxes rate, duties, dues, fees, levies, charges, surcharges and other statutory outgoings and impositions whatsoever payable in respect of the Owner's allocation. Similarly as and from the said date the Developer shall be exclusively responsible for the payment of all the said rates payable in respect of the Developer's Allocation (45%). The said rates to be apportioned proportionately with reference to the transferable/allocable space in the said building as a whole. The certificate of the Architect for the time being in

respect of the said building shall be final and conclusive and binding on both the parties hereto.

- VIII. The Owner shall execute and register a Development Power of Attorney appointing Sudipta Kumar Ghosh representatives of M/S. NIRMAN as their constituted Attorney to do the necessary acts and things in connection with the proposed building and on behalf of or in the name of the owner. However, the Developer agrees to kept the Owner saved, harmless and indemnified in respect of exercise of all or any of the powers and authorities contained in the said General Power of Attorney.
- IX. That the Developer will submit draft plan for approval to the Owner and the Owner shall approve the draft plan for sanction within 15 days, thereafter starting of demolition work of the existing building/structure shall mean delivery of vacant possession of the land by the owner to the Developer.
- X. That the electric bill of the premises shall be paid by the Developer as soon as the Owner will vacant the premises and the Developer will be liable to pay all bills thereafter month by month till the Owner's Allocation is hand over to the Owner.
- XI. That the Developer herein shall be entitled to develop the said property, the construction and completion of the building according to the building plan sanctioned by the KMC and to restrain the Developer's Allocation therein and

also to transfer the same or any part or portion thereof without any interruption or interference of the owner or any person or persons lawfully claiming through or under the owner and the owner hereby undertakes to indemnify and keep the Developer indemnified against all losses, damages, costs, charges and expenses incurred as a result of breach of such undertaking.

- XII. The owner and the Developer and/or their respective transferees shall abide by all bye-laws, rules and regulations of the Government, local bodies and the Holding organizations as the case may be and shall be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- XIII. That all the legal proceedings and documentations shall be strictly done by the Developer's Advocate and no other should be attained for the Deed of Conveyance in respect of the Developer's Allocation and other legal proceedings for registration of any flats or spaces of the said building but every one have got liberty to examine the legal papers before finalization. However the Owner is entitled to appoint his own Advocate for their allocated portion.
- XIV. The Developer shall not be treated in default if the work is delayed due to the reasons amounting to force majeure like earthquake, civil commotion and/or any other conditions beyond their control.

XV. It is further agreed and understood by the owner herein that in absence of the owner herein, the legal heirs and successors of the owners shall be liable to abide by the terms and conditions of this Development Agreement in future without any plea and subsequent demand.

XVI. ARBITRATION

- i) Save and except what has been specifically stated hereunder, all disputes & differences between the parties arising out of the meaning, construction of this Agreement shall be adjudicated by the Arbitrator to appointed jointly by the parties as per the Arbitration Act, 1996.
- ii) Notwithstanding the foregoing provisions, the right to save for Specific Performance of Contract Act by one part against the other part as per the terms and conditions of this Agreement shall remain unaffected.
- XVII. That the parties hereto shall not be considered to the liable for any obligations here under to the extent that the performance of the relative obligations prevented by the existence of the 'Force Majeure' which shall mean and include flood, earth quake, riot, war, storm, tempest, civil commotion, strike, lock out, labour unrest and/or any other acts or commission beyond the control of the Developer affected thereby and also non-availability of essential materials like cement, steel, etc. and shall be suspended from the obligation during the duration of the 'Force Majeure'.

DEVELOPERS INDEMNITY

- The Developer will carry out construction at it, own cost and expenses and the owners will not be responsible or any payment of any cost for the same.
- II. All ancillary jobs for constructions like appointment of architect soil, testing, cost of materials or construction cost of sanction plan, cost of obtaining clearance certificate from the authority be borne by the developer.
- III. The developer from the date of execution of this agreement will be responsible or payment of all outgoings rates and taxes, other impositions in respect of the said premises.
- IV. Releasing of existing alignment or handing over possession to the KMCF shall belong to the developer and all costs and expenses shall be borne by the developer.
- V. The payment of owner's allocated amount as mentioned as hereinabove will be made by the developer property within time without any deduction or adjustment or set off the same.
- VI. In case of failure on the part of the developer to make payment of instalment of owners allotted amount is mentioned herein above in that owners will be entitled to terminate this agreement and all amount received by them without interest.
- VII. The developer do hereby keep indemnify the owners for all acts deeds, owner/owners, used by them or by their nominee duly the period of construction valid upto the date of obtaining clearance certificate from in case of newly constructed building it 42/5,

Kashi Nath Dutta Road, Kolkata - 700036 mentioned in 1st Schedule herein below.

- VIII. In case of service by the developer the owners will not be responsible for the same at all material times during the construction period upto the date of completion and obtaining completion certificate from K.M.C.
- IX. That all the parties hereto agreed and undertake to sign, execute and registered separate development Power of Attorney in joint venture by and between parties hereto as per the rules and acts of the present registration act of West Bengal.
 - X. The parties hereto hereby shall have specific performance of this contract and essence of this contract to which neither parties shall have any right to deny it.
 - XI. That on the basis of construction of the building shall be G + 4 building or multi storied building consisting on several residential flat at commercial and semi commercial unit of the newly constructed building and in that consideration a building plan filed before the Kolkata Municipal Corporation for valid sanction.

Be it mentioned that by an resolution as per meeting on the managing committee held on 4th day of June 2019 it was resolve that the First Schedule mentioned property situated at 42/5, Kashi Nath Dutta Road, Kolkata – 700036, P.S. Cossipore will dispose off by way of sale or develop the said property by removing the present old building and raising a multi storied building consisting of several

by the completed developer and promoter and the amount received against the said property will be utilized to recovered the known and will be invested towards the development of the organization for the betterment of the objectives of the organization. That virtue this development agreement subsequently and development power of attorney is hereby executed and registered by the parties hereto.

That the said resolution extract from the managing committee meeting dated 4th June 2019 is hereby annexed herewith which is deemed to be part and parcel of this Indenture and/or documents.

XII. That it is specifically mentioned here M/s. Nirman represented by its Sri Sudipta Kumar Ghosh paid hereto the owners a sum of Rs.19,80,000/- (Rupees Nineteen Lakhs Eighty Thousand) only after deducting of TDS Rs.20,000/- (Rupees Twenty Thousand) as an adjustable amount with Owner Allocation and that the said amount bear into interest.

FIRST SCHEDULE ABOVE REFERRED TO (Description of Land)

ALL THAT piece or parcel of homestead containing an area 4 Cottahs 10 Chittaks 20 sq.ft. be the same a little more or less together with three storied brick built building or dwelling house standing thereon more or less 1500 sq.ft. built up area lying and situated and being the premises No. 42/5, Kashi Nath Dutta Road, (formerly 50, Kashi Nath Dutta Road), Kolkata –

700036, P.S. Cossipore Holding No. 79, within the limits of Kolkata Municipal Corporation in Ward No. 1 being Assessee No. 11-001-07-0035-8 in the City of Calcutta, which is butted and bounded by:-

ON THE NORTH:- Premises No. 42/3, Kashi Nath Dutta

Road;

ON THE SOUTH :- Premises No. 42/6, Kashi Nath Dutta

Road

ON THE EAST :- Land of Sri Barendra Nath Mitra;

ON THE WEST :- Municipal Drain and 20 ft. Public

Road;

SECOND SCHEDULE ABOVE REFERRED TO OWNER'S ALLOCATION

It is agreed by the parties that the owners shall be entitled to get 55% covered area of the proposed from the multi storied building erect and built by the Developer to be constructed by the Developer in fully finished, complete and in habitable nature together with the proportionate undivided interest or share in the land along with all proportionate rights and all common area and facilities of the building.

THIRD SCHEDULE ABOVE REFERRED TO (DEVELOPER'S ALLOCATION)

The second party will get 45% of the total covered area of the proposed multistoried building to be constructed by the Developer herein except landowners' allocation together with undivided common proportionate share of land and all common area and facilities attached to the said land as prorate basis and hereinafter referred to the Developer's allocation.

It is specifically mentioned here that the Developers shall have every right to construct newly constructed multi storied building after demolishing the present old ruined and dilapidated building standing thereon the aforesaid premises at their own cost, money responsibilities, liabilities, discretion, choices etc. without any interference of the owners or anybody else.

THE FOURTH SCHEDULE ABOVE REFERRED TO (SPECIFICATIONS)

STRUCTURE: 1.

Earthwork in excavation in all kinds of soil up to the lowest bottom of pile foundation well single brick flat soiling of picked jhama brick including ramming & dressing bed to proper level & filling joints with local sand.

Plain cement concrete with graded stone metal 30-40 mm size including shuttering in foundation with concrete mix 1 (cement) .3 (sand) 6 (stone) & ground floor with concrete mix 1 (cement): 2 (sand) 2 (stone) with 20-25 mm stone.

Reinforced cement concrete (M-20) with mix proportion l (cement) 1.5 (sand) 3 (stone c hips) Graded 20 mm-12 mm) ordinary' Portland cement & full course (F.M-02) sand to be used in all kinds of R.C.C..

Reinforcing bars standard quality of different diameter to be cut & bend as per schedule

And binded with 18 SWG black wire at every intersection. Shuttering shall be of 12 mm thick PLY shuttering from vertical faces of R.C.C. to be stripped off after 24 hours of casting & beam & slab soffits to be removed after 21 days and 14 days respectively.

Earth work in filling in return fill in foundation with excavated earth and silver sand spreading to layers not exceeding 150 mm including watering & ramming layer by layer.

SUPER STRUCTURE: The super structure of the building shall be designed on reinforcement cemented concrete 2. (M-20 (R.C.C.)(1:1.5:3) framed struc ture with R.C.C. columns. Beam and slabs.

BRICK WORK: 3.

- a) All brick works to be done with 1st class brick.
- b) 200mm (8") Th. Brick work at all floor with cement mortar 1:5 and lift per day to restrict within 1 M.
- c) 125 mm(5") th. Brick work with cement mortar 1:4 and lift per day to restrict with 1.50 M.
- d) 75mm (3") th. Brick work all floor with cement mortar 1:4 and lift per day to restrict with 1.50M.
- e) Wire net is provided as per requirement.
- f) RCC lintel/Chajja shall be provided requirement.

PLASTER WORK 4.

a) Plastering to be done with PSC Cement and M.C. sand,

*12mm thick with CM 1:4 at inside wall

*6mm thick with CM. 1:3 at ceiling

25 mm thick with CM 1:5 at outside wall in two layers including rounding corners or chamfering as directed.

5. FLOORING WORKS

- a) Flooring with 2'X2' marble or floor tiles with at least 1 and 1.5" cement mortar backing and face joints with white cement duly finished and polished at Bed rooms, Drawing & Dining, Verandah etc.
- b) Granite topping over kitchen platform including skirting front guard molding and sinks base cutting.
- c) Tiles flooring with 2'X2' marble tiles with at least 1 and \(\frac{1}{2} \)" cement mortar backing and face joints with white cement du ly finished and polished at toilets.
- d) Vitrified tiles skirting with 2'X6" in size Vitrified tiles set in cement mortar 1:4 matching to the floor tile alignment.
- e) Ceramic wall tiles 12"X16" in size set in cement mortar 1:4 upto height of bottom of lintel from floor skirting at toilets.
- f) Ceramic printed wall tiles 12"X16" in size set in cement mortar 1:4 up to 2'-0" from kitchen platform at kitchen.

 Civil work related to lift erection shall be done by contractor Drainage connected internal and external, sanitary and plumbing drawing with water connection sanction from KMC to be done by con tractor.

Electrical supply and service for flat owners shall be done by owner.

1-1/4" thick roof tiles laid in proper slopes over at least 2-1/2" thick Cement mortar (1:2) polished and joint finished with cement slurry uniformly (water proofing is considered at roof & toilet).

Stair shall be marble/Granite/Kota stone finished and railing top with Aluminum handle.

6. PAINTING:

Wall putty with standard brand finished in 2 layers to be done in all internal walls. All doors with frame shall be painted with white cement primer.

Outside paint shall be weather coat with 7 years warranty.

7. DOORS & WINDOWS WORK:

Fully glazed sliding aluminum shutter with 4 mm. Th. Glass and M.S. grill.

Flush door shall be formal dehydrated hot pressed with seasoned wood (Malayasian Sal) with each and every room. Toilet, kitchen, balcony and main door will be of seasoned wooden panel doors with Paneled polished finish.

8. SANITARY AND PLUMBING :

Stainless steel Sink of 18" X 21" overall Dimension Indian/European type white Water closets, wash basins will be from standard quality including slim line PVC cistern one no. in each toilet.

All CP. Bib, pillar, stop cocks & shower rose will be Standard brand.

All concealed lines to be made with UPVC pipes fittings like Tee,

Bend etc. should be of HB make.

100 mm (4") dia rainwater down pipe to be erected with necessary bends and shoes.

Drainage connection internal and external, sanitary and plumbing drawing with water connection sanction from KMC to be done by the Contractor.

ELECTRICAL WORKS: 9.

PVC concealed wiring with copper wire, switch (Modular) and boards without fittings and fixtures as per requirement.

Bed room: 3 light points, 1 fan point, 2-5 Amp. Plug point on switch board donerjlug point near bed, one AC point shall be provided all bed rooms.

Living/Dining room: 3 light points, 1 fan points, 2-5 amp. plug point on Switch board at any other place 2-15 Amp. Plug point for refrigerator at any other places.

Kitchen: 2 light point, one exhaust fan point, one ceiling fan point. 3-5-Amp plug point with 1-15 cum 5 Amp. plug point

Toilet: 2 light point, 1 exhaust fan point, 1 plug point, 1 Gyser point at each flat.

Balcony: 1 light point only.

Television/Telephone/Intercom: l point for each in living/dining area and master bed room

Washing machine point to be provided in each flat.

OUTSIDE ELEVATION WORK: 10.

Outside elevation work as per drawing & 2 coats weather coat points over out side walls.

EXTRA WORK :

Other work mentioned above is treated as extra work.

Any extra work will be done then the purchaser/ purchasers must be paid extra amount before the execution of the said extra work as

It is specifically mentioned here that at present the said multi storied building to be constructed G+4 storied building consisting of several residential flats/units and commercial and semi commercial units.

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

SINGED, SEALED AND DELIVERED

At KOLKATA in presence of:

WITNESSES :-

1. Shyamal Muschju 31/1, DB Roal (Kat) Kaikata 7 m35

Signature of the Owner

2. Kejas Baron Mukhings 16/3, B. D. Lome Kelkata - Moross

Sudipta Kumar Sunch

Signature of the Developer

DRAFTED AND PREPARED BY ME :-

Sabeli Mukhofallyay

(SAHELI MUKHOPADHYAY) ADVOCATE

(Enrolment No. F/1252/2007)
CALCUTTA HIGH COURT.

SAHELI MUKHOPADHYAY

LL.B.

Advocate HIGH COURT, CALCUTTA

RECEIPT

Received a sum of Rs.19,80,000/- (Rupees Nineteen Lakhs Eighty Thousand) only as mentioned in these present as according to memo of consideration stated herein below.

MEMO OF CONSIDERATION

By Cheque No./ Draft	Dated	Drawn on	Amount (Rs.)
000053	29.6.2023	HDFC. Bake	19,80-000-
(Rupees Ninetee	en Lakhs Eighty	Thousand) Total Rs.	19,80,000/-

WITNESSES :

Buel Coul

1. Slygamal Muskejer (31/1, DB. Road (20st) kock eta 700035

SIGNATURE OF OWNER

2. Kajal Baran Mukings 16/3, B. S. Lane Kolkala- 400035

SPECIMEN FORM FOR TEN FINGER PRINTS

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Major Information of the Deed

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No I Year No I Year	I-1902-08686/2023 1902-2001616835/2023 22/06/2023 3:25:01 PM Sabita Talukder 5, Government Place North, Than 700001, Mobile No. : 8478077196	Date of Registration Office where deed is re A.R.A II KOLKATA, Di a: Hare Street, District: Kolka	strict: Kolkata
agreement	Agreement or Construction	Additional Transaction [4305] Other than Immov Declaration [No of Decla than Immovable Property 19,80,000/-]	vable Property, ration : 2], [4311] Other
Set Forth value	10 10 10 10 10 10 10 10 10 10 10 10 10 1	Market Value	
Rs. 2/-		Rs. 1,48,31,250/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 20,021/- (Article:48(g))	2 m k	Rs. 19;905/- (Article:E, E,	, B)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing t	he assement slip.(Urban

Land Details:

District: North 24-Parganas, P.S:- Cossipur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Kashi Nath Dutta Road, , Premises No: 42/5, , Ward No: 001 Pin Code: 700036

Sch No	Plot Number	Khatian Number	Land Proposed	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)	17	Bastu		4 Katha 10 Chatak 20 Sq Ft	1/-	1,38,18,750/-	Property is on Road
	Grand	Total:	A 15	1	7.6771Dec	1/-	138,18,750 /-	P 4 10 2 2 10 10 1

Structure Details:

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
140	Details	Otractare		10 10 5001	Charactura Tuno: Structura
S1	On Land L1	1500 Sq Ft.	1/-	10,12,500/-	Structure Type: Structure

Gr. Floor, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 1, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

Floor No: 2, Area of floor: 500 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Pucca, Extent of Completion: Complete

Total:	1500 sq ft	1 /-	10,12,500 /-	The state of the s

petalls: Address,Photo,Finger print and Signature

ANISATION FOR FRIENDS ENERGIES AND RESOURCES

ORGANISATION FOR FRIENDS ENERGIES EN

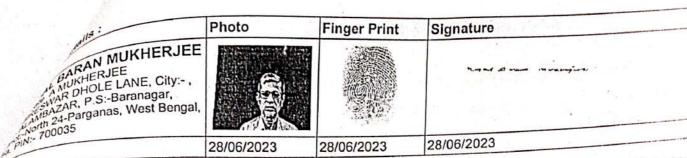
peveloper Details:

SI	Name, Address, Photo, Finger print and Signature
-	MS NIRMAN
	, 10/1, DESHBANDHU ROAD, City:- , P.O:- ISI, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India. Representative

Representative Details:

L	Name	Photo	Finger Print	Signature
	Mr KALLOL GHOSH Son of Late PABITRA KUMAR GHOSH Date of Execution - 28/06/2023, , Admitted by: Self, Date of Admission: 28/06/2023, Place of Admission of Execution: Office			المحالف المعالمة
- 4			LTI	28/06/2023
	PIN:- 700108, Sex: Male, By C ADxxxxxx6H, Aadhaar No: 26:	Caste: Hindu, Occ xxxxxxxxx2856 Sta	gar, District:-No cupation: Busines atus: Represent	 rth 24-Parganas, West Bengal, India ss, Citizen of: India, , PAN No.:: ative, Representative of :
2	PIN:- 700108, Sex: Male, By C ADxxxxxx6H, Aadhaar No: 26:	- ISI, P.S:-Barana Caste: Hindu, Occ xxxxxxxxx2856 Sta	gar, District:-No cupation: Busines atus: Represent	 rth 24-Parganas, West Bengal, India ss, Citizen of: India, , PAN No.::
2	PIN:- 700108, Sex: Male, By C ADxxxxxx6H, Aadhaar No: 26: ORGANISATION FOR FRIEN	- ISI, P.S:-Barana Caste: Hindu, Occ xxxxxxxxx2856 Sta DS ENERGIES A	agar, District:-No cupation: Busines atus: Represent AND RESOURCE	rth 24-Parganas, West Bengal, India ss, Citizen of: India, , PAN No.:: ative, Representative of : ES (as FOUNDER SECRETARY)

Representative of : MS NIRMAN (as Proprietor)



| 28/06/202 | 128/06/202 | 128/06/202

-ans	fer of property for L1	
CINO	From	To, with area (Name-Area)
1	ORGANISATION FOR FRIENDS ENERGIES AND RESOURCES	MS NIRMAN-7.67708 Dec
Trans	fer of property for S1	
	From .	To. with area (Name-Area)
1	ORGANISATION FOR FRIENDS ENERGIES AND RESOURCES	MS NIRMAN-1500.00000000 Sq Ft

Endorsement For Deed Number: I - 190208686 / 2023

of Administration Rules 1962)

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

of Administration Rules 1962 duly stamped under schedule 1A, Article number : 48

for registration at 13:18 hrs on 28-06-2023, at the Office of the A.R.A. - II KOLKATA by Shri SUDIPTA specified for Market Value/WR DIM

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

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

Execution is admitted on 28-06-2023 by Mr KALLOL GHOSH, FOUNDER SECRETARY, ORGANISATION FOR FRIENDS ENERGIES AND RESOURCES, , 152, B T ROAD, City:- , P.O:- BARANAGAR, P.S:-Baranagar, District:-

Indetified by Mr KAJAL BARAN MUKHERJEE, , , Son of Late A MUKHERJEE, 16/3, BIRESWAR DHOLE LANE, P.O. ALAMBAZAR, Thana: Baranagar, North 24 Days ALAMBAZAR, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700035, by caste Hindu, by

Execution is admitted on 28-06-2023 by Shri SUDIPTA KUMAR GHOSH, Proprietor, MS NIRMAN (Sole Proprietoship), , 10/1, DESHBANDHU ROAD, City:- , P.O:- ISI, P.S:-Baranagar, District:-North 24-Parganas, West Bengal, India, PIN:- 700035

Indetified by Mr KAJAL BARAN MUKHERJEE, , , Son of Late A MUKHERJEE, 16/3, BIRESWAR DHOLE LANE, P.O. ALAMBAZAR Thans: Baranagar Mark 24 S. . ALAMBAZAR, Thana: Baranagar, , North 24-Parganas, WEST BENGAL, India, PIN - 700035, by caste Hindu, by profession Rusiness profession Business

Certified that required Registration Fees payable for this document is Rs 19,905.00/- (B = Rs 19,800.00/- ,E = Rs 21,00/- L = Rs 55,00/- M/s) = Rs 25,00/- M/s = Rs 25,00/- M/s) = Rs 25,00/- M/s = Rs 25,00 21.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/- , by online = Rs 19.821/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/06/2023 2:41PM with Govt. Ref. No: 192023240112731801 on 27-06-2023, Amount Rs: 19,821/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2900832 on 27-06-2023, Head of Account 0030-03-104-001-16

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

1. Stamp: Type: Impressed, Serial no 14300, Amount: Rs.5,000.00/-, Date of Purchase: 26/06/2023, Vendor name: M

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/06/2023 2:41PM with Govt. Ref. No: 192023240112731801 on 27-06-2023, Amount Rs: 15,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2900832 on 27-06-2023, Head of Account 0030-02-103-003-02

Satvajit Biswas ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 280290 to 280330 being No 190208686 for the year 2023.



Digitally signed by SATYAJIT BISWAS Date: 2023.07.05 18:01:07 -07:00 Reason: Digital Signing of Deed.

Aus

(Satyajit Biswas) 2023/07/05 06:01:07 PM ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - II KOLKATA West Bengal.

(This document is digitally signed.)