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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AG 794916

certified that the Document is admitted to registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.



Additional Registrar of Assurances-IV, Kolkata

23 AUG 2022

Additional Registrar of Assurances-IV, Kolkata

THIS AGREEMENT FOR DEVELOPMENT is executed this 22nd day of August, Two Thousand Twenty Two

BETWEEN

(1) SRI MANISH NAHAR, (PAN : ABIPN4400E), son of Late Jyoti Kumar Nahar, by faith - Hindu, residing at 5B, Indian Mirror Street, Dharmatala,

Stamp Case No. 3841 dt. 20/8/22

J (1)-	250
J (2)-	550
Total	800
Realised on	800

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Kolkata

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Certificate
Registered
Volume number
being No 1

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10 JUN 2022

No.....Rs. **100/-** Date.....*Santanu S*
Name:.....*Advocate*
Address:.....*High Court*
Vendor:.....*Calcutta*

Alipur Collectorate, 24 Pgs. (S)
SUBHANKAR DAS
STAMP VENDOR
Alipur Police Court, Kol-27

Sanjay Kumar



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Sanjay Kumar



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Jogendra Kumar



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Manish Nath



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Pallavi N. Dasgupta



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OFFICE OF
West Bengal

Post Office - Dharmatala, Police Station - Circus Avenue, Kolkata - 700 013, (2) **SMT. PALLAVI NISHANT DOSHI, (PAN : CJPPD9487E)**, and (3) **SMT. JASMINE NAHAR, (PAN : APNPN9709F)**, both daughter of Late Biman Nahar, both by faith - Hindu, both are residing at 5B, Indian Mirror Street, Dharmatala, Post Office - Dharmatala, Police Station - Circus Avenue, Kolkata - 700 013, hereinafter referred to as the **OWNERS** (which expression unless repugnant to the context shall mean and include their respective heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

A N D

"ROHRA DEVELOPERS PVT. LTD" (PAN AAECR3883M) (GST No.19AAECR3883M 1ZO), a company incorporated under the Companies Act, 1956, having its registered office at 73, Bangur Avenue, Block 'C', Post Office - Bangur, Police Station - Lake Town, Kolkata - 700 055, represented by its directors (1) **SRI HARISH KUMAR ROHRA (PAN : AGJPR7205B)**, and (2) **SRI YOGESH KUMAR ROHRA (PAN : ADKPR 3778D)**, both sons of late Tirath Das Rohra, all by faith - Hindu, both are residing at 73, Bangur Avenue, Block 'C', Post Office-Bangur, Police Station-Lake Town, Kolkata-700055, hereinafter called and referred to as the **"DEVELOPER"** (which expression unless repugnant to the context shall mean and include its successors-in-office, executors, administrators, representatives and assigns) of the **OTHER PART**.

WHEREAS by several deeds (averred in details in the **sixth** schedule hereunder written), the OWNER herein became owner in respect of the land described in their respective indentures, the piece and parcel of homestead (Bastu) land measuring about **10 Cottah 13 square feet** be the little more or less with structure lying and situated at K.M.C. Premises No. 5B, Indian Mirror Street, having postal address 5B, Indian Mirror Street, Police Station - Taltala, Kolkata - 700013, ward no. 05, within the limit of Kolkata Municipal Corporation (more fully and particularly described in under the first schedule hereunder written) and hereinafter referred to as the **SAID PREMISES**.

AND WHEREAS thus the said (1) **SRI. MANISH NAHAR**, (2) **SMT. PALLAVI NISHANT DOSHI**, (3) **SMT. JASMINE NAHAR**, jointly became the owners in respect of the aforesaid plot of bastu land measuring about **10 Cottah 13 square feet** be the little more or less with structure lying and situated at K.M.C. Premises No. 5B, Indian Mirror Street, having postal address 5B, Indian Mirror Street, Police Station -



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Jasmine Nathar



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Souzar Chakraborty



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Taltala, Kolkata - 700013, ward no. 05, within the limit of Kolkata Municipal Corporation, (more fully and particularly described in the first schedule hereunder written and hereinafter referred to as the **SAID PREMISES**).

AND WHEREAS the owners with the intent to develop the said premises enter into this agreement with the developer for the terms and conditions as hereunder appearing.

NOW THIS AGREEMENT WITNESSETH that the parties hereto have agreed to abide by the terms and conditions of this agreement appearing hereunder and the terms hereunder unless excluded by or repugnant to the subject or context shall mean the followings:

ARTICLE : 1 - DEFINITIONS

1.1. **OWNERS** : (1) **SRI. MANISH NAHAR**, (2) **SMT. PALLAVI NISHANT DOSHI**,
(3) **SMT. JASMINE NAHAR**,

1.2. **DEVELOPER** : **"ROHRA DEVELOPERS PVT. LTD"**

1.3. **PREMISES** : **ALL THAT** piece and parcel of homestead (Bastu) land measuring about **10 Cottah 13 square feet** be the little more or less with structure lying and situated at K.M.C. Premises No. 5B, Indian Mirror Street, having postal address 5B, Indian Mirror Street, Police Station - Taltala, Kolkata - 700013, ward no. 05, within the limit of the Kolkata Municipal Corporation, State of West Bengal (more fully and particularly described in the first Schedule hereunder written).

1.4. **DEVELOPMENT AGREEMENT** : The instant agreement made between the owners and the developer.

1.5. **DELIVERY OF POSSESSION OF LAND** : The owners will deliver to the developer the peaceful vacant physical possession of the said premises in entirety free from all encumbrances whatsoever with the execution of this agreement and/or as stated herein after to the developer herein.

1.6. **BUILDING** : **ALL that** the Multi-storied building to be constructed in the said premises in accordance to the sanctioned building plan.

1.7. **PLAN** : The sanction of building plan will be obtained from the competent authority of the Kolkata Municipal Corporation for construction of the said building



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at the said premises at the cost of the developer with such additions, alterations and modifications as would be deemed necessary by the developer.

1.8. **ARCHITECT:** The person and/or firm to be appointed by the developer for planning, designing and supervising the said building.

1.9. **ADVOCATE:** The developer shall appoint their respective empanelled advocate of their company who will look all legal matters in connection with the said project under this agreement.

1.10. **OWNER'S ALLOCATION:** Save and except the developer's allocation the owners will be exclusively entitled to get 53% of the Saleable Area of the proposed Multi-storied building consisting the residential flats on several floors and the ground floor consisting of commercial units, car parking space and ultimate roof right as common area along other co-owners of the proposed building as per the sanction building plan issued by the competent authority of the Kolkata Municipal Corporation for the said premises (more fully and particularly described in the second schedule hereunder written). The developer shall deliver the photocopies of the completion certificate along with other relevant certificates and licenses from the appropriate authorities to the owner's allocation after delivery of the entire building to the other purchasers along with owner's allocation.

1.11. **DEVELOPER'S ALLOCATION :** Save and except the owner's allocation, the area the developer will be entitled to get 47% of the Saleable Area of the proposed building and the number of parkings as per the sanction building plan issued by the competent authority of the Kolkata Municipal Corporation for the said premises (more fully and particularly described in the third schedule hereunder written).

1.12. **INTEREST FREE PARTLY REFUNDABLE ADVANCE :** The developer will make a payment of **Rs. 3,10,00,000-00** (Rupees Three Crore Ten Lacs) only to the owners among which the sum of Rs. 1,10,00,000-00 (Rupees One crore ten lacs only) will be treated as forfeited amount and the sum of Rs. 2,00,00,000-00 (Rupees Two crore only) will be refunded by the owners herein simultaneously with the delivery of the Owner's Allocation in the proposed building. The above said payment of **Rs. 3,10,00,000-00** (Rupees Three Crore Ten Lacs) only will be given by the developer to owners in the following manner :

A. Upon execution of this agreement for development to be returned as interest free after completion of the project :

Rs. 10,00,000-00



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B. After one month from the execution of this agreement for development : **Rs. 1,90,00,000-00**

C. After sanction building plan of the proposed building, or Upon handing over the vacant possession of the said property whichever is earlier. **Rs. 1,10,00,000-00**

1.13. **SALEABLE PORTION** : All the portion in the building which can be used and enjoined independently pertaining to the respective allocations of the owners and the developer.

1.14. **COMMON SERVICE AREAS** : All the common areas in the building to be enjoyed by both the owners and the developer in the building (more fully and particularly described in the fourth schedule hereunder written).

1.15. **TRANSFEROR**: In context of this agreement the owners herein in respect of the undivided proportionate share of land pertaining to the developer's allocation.

1.16. **TRANSFeree**: The purchaser who will purchase flat/space in the building from the areas pertaining to developer's allocation.

1.17. **TRANSFER**: Transfer of proportionate undivided share/interest of land in the said premises by the owners attributable to the developer's allocation.

1.18. **CONSIDERATION**: Owners' allocation, as mentioned in the Second Schedule, at the cost of the developer will be treated as consideration to be given to the owners against which the owners will transfer the undivided proportionate share of land in the said premises attributable to the developer's allocation to the developer and/or its nominee.

1.19. **DELIVERY OF POSSESSION OF LAND** : In the context shall mean, the owners will hand over to the developer the peaceful vacant well demarcated physical possession of the said premises simultaneously upon execution of the agreement and/or as stated herein before.

1.20. **TIME** : The developer will complete the said proposed building subject to get the updated mutation certificate from owners in their names and after that the



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developer will proceed to obtain the sanctioned building plan from the Kolkata Municipal corporation and deliver the peaceful vacant physical possession of the owner's allocation to the owners within **36** months from the date of obtaining sanction of the building plan from the competent authority and/or delivery of the peaceful vacant physical possession of the said landed property to the developer by the owners whichever is later. However the developer shall be given an extended **six (06)** months to complete the project in the event of such circumstances and/or natural calamities which were beyond the control of the developer herein. Hence the total agreed period of the Construction shall be 48 months from the date of Agreement including all.

That both the parties do hereby also agreed upon that the owners will vacate the said landed property and rehabilitate the several tenants and occupiers who possessed in this property by their own cost within four months from the execution of this agreement.

The owners also agreed upon that they will deliver the peaceful vacant possession of this landed property to the developer after arranging all the relevant papers of this property in their names and also update and/or completion the mutation procedure with up-to-date property tax in their name within four months from the execution of this agreement without any delay or default. The time of the delivery of the owner's allocation as stated herein will be counted after getting the updated mutation certificate in the name of the owners and deliver the peaceful vacant possession of this landed property to the developer simultaneously.

It is also agreed by both the parties herein that the developer within twelve months after getting the updated mutation certificate in the name of the owners will get the sanction of the proposed building at their utmost effort subject to any changes in the rules of the building department of the Kolkata Municipal Corporation.

That as per desire of the owners the developer also agreed that if they will not able to deliver the possession of the owners allocation within **Forty-eight (48)** months after getting the updated mutation certificate in the name of the owners to the developer in that event the developer will bear the adequate rent to the owners as same as the rent amount of the then present rental accommodation of the owners which shouldn't be exceed an amount of the settled amount between the owners and developer herein.



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1.21. **POWER OF ATTORNEY** : The owners will execute a development power of attorney appointing the developer or its nominee as their lawful constituent attorney to execute the deeds, things and acts stipulated hereunder.

1.22. **UNDIVIDED SHARE** : The undivided proportionate share or interest in the land of the premises attributable to the flat/car parking space/space/shops/show room pertaining to the developer's allocation.

1.23. **PROJECT** : The work of development of the said premises undertaken by the developer.

1.24. **NAME OF THE PROJECT** : The proposed name of the project will be decided later by both the parties herein.

1.25. **UNIT** : Any independent flat/car parking space in the said building, which is capable of being exclusively owned, used and/or enjoyed by any unit owners and which is not the common portion.

1.26. **UNIT OWNERS**: Any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any unit in the building and shall include the owners and the developer for the units held by them from time to time.

1.27. **MANNER OF WORK and SPECIFICATIONS**: The materials and accessories which are to be used for construction of the building (more fully and particularly described in the annexure II annexed hereto)

ARTICLE - II : OWNER' REPRESENTATION :

2. OWNERS represents as follow:-

2.1. The owners are the joint owners in respect of the said premises.

2.2. There is no agreement holder in respect of the said premises.

2.3. There is no suits, litigations or legal proceedings in respect of the premises or part.

2.4 There are several tenants in the said premises and such tenants will be evicted by the owners at their own cost and responsibilities.

2.5. No person other than the owners have any right, title and interest of any nature whatsoever in the premises or any part thereof.



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2.6. The right, title and interest of the owners in the premises are free from all encumbrances and the owners have a marketable title thereto.

2.7. The said premises or any part thereof is at present not affected by any requisitions or acquisition or any alignment of any authority or authorities under any law and/or otherwise nor any notice or intimation about any such proceedings has been received or come to the notice of the owners.

2.8. Neither the premises nor any part thereof has been attached and/or is liable to be attached due to Income Tax, Revenue or any other public demand.

2.9. The owners has not in any way dealt with the said premises whereby the right, title and interest of the owners as to the ownership, use, development and enjoyment thereof is or may be affected in any manner whatsoever.

2.10. The owners are fully and sufficiently entitled to enter into this agreement, as on the date of execution of this agreement.

ARTICLI III: OWNER'S RIGHT :

3.1. The owners will get the owner's allocation described in the second schedule hereunder written without any hindrance from the developer.

3.2. The owners will get their commercial portion in the same place where their existing plot is situate at present in lieu of the sanctioned building plan.

3.3. The owners will get their ALLOCATION (53% of Saleable area consisting of residential, commercial and parking spaces) as per the proportionate area of their land area.

ARTICLI IV: OWNER'S OBLIGATION :

4.1. The owners shall rectify all latent defects in the title of the property, if any, at its own cost and expenses.

4.2. The owners will make delivery of possession of the said premises to the developer simultaneously upon execution of this agreement for construction of building in the said premises in accordance to the terms and conditions stipulated on these presents.



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4.3 The owners have several tenants in the said property. The owners agreed to rehabilitate them at their own cost and vacant said property within the stipulated period within four months from the execution of this agreement as stated herein.

4.4. The owners will liable to pay G.S.T. to concern authority as and when required in respect of their respective allocation as applicable according to law.

4.5. The developer shall be entitled to construct and complete the building within the stipulated period as stated herein in accordance with the sanction of the building plan without any interference or hindrance from the side of the owners.

4.6. During the continuance/validity of this agreement for development the owners will not let out, grant, lease, mortgage and/or create any charge in respect of the premises or any portion thereof without the consent in writing of the developer.

4.7. The owners will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building.

4.8. The owners will also state that within Four months from the date of execution of this agreement they will vacant the tenanted portion of this premises at their own cost and also meet up all kind of litigation in respect this property.

4.9. The owners also agree that if any litigation will arise in respect of the said property then they will be responsible and will bear the cost to meet up such litigation anytime in the future. The Owners promise to keep the Developers indemnified and secure in case of any court case/demand/litigation/claims/any other encumbrance that may arise anytime in the future with respect to the title and/or ownership of the said premises, and they agree to compensate/pay for any damages/loses/charges/interest/fine/penalty, etc borne by the developer in the above mentioned case. Before delivery of the said property the said property should have no encumbrances.

4.10. The developer shall bear and pay all rates and taxes and other outgoings in respect of the said premises from the date of getting the peaceful vacant physical possession along with updated mutation certificate in the name of the owners herein till the owners are offered the owner's allocation and the flats be completed in all respects including delivery of possession to the owners including completion certificate and/or other relevant documents issued by the concern authorities



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subject to the then present rules of the concern department of the Kolkata Municipal Corporation.

4.11. The owners will execute all deeds of conveyance for conveying the undivided proportionate share of land relating to the developer's allocation in the building in accordance to the terms and conditions stipulated in these presents.

4.12. The owners will execute the **DEVELOPMENT POWER OF ATTORNEY** authorizing the developer to do the following acts deeds and things :

- i. To develop the said premises by constructing building thereon.
- ii. To represent to the Kolkata Municipal Corporation and/or any competent authority.
- iii. Sign the plan and all the relevant papers in respect of the building plan and all other relevant documents relating to the said premises present the same to the Kolkata Municipal Corporation and/or any competent authority.
- iv. To appoint Engineers, Surveyors, Architects, Licensed Building Surveyors and other experts.
- v. To obtain clearances from all government departments and authorities including fire Brigade, BLRO, JLRO, Municipality, Police and the Authorities of Urban Land Ceiling and Department and all other competent authorities as may be necessary.
- vi. To sign and apply for sanction of drainage, water, electricity and others utilities as may be necessary for the convenience to any competent authorities.
- vii. To appear before any, officer of the Kolkata Municipal Corporation and/or any court or tribunal for assessment of valuation or other purpose in respect of the said building as well as the said property .
- viii. To represent before any court of law.
- ix. To appear and to act in all courts, civil, criminal and tribunal whenever required



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- x. To sign and verify plaints and written statements petitioners, objection, memo of appeals, affidavits and applications of all kind and file those in any court of law.
- xi. To engage and appoint any advocate/pleader or counsel whenever and wherever required.
- xii. To represent us to the Registration Office, Land Acquisition Department and any Competent authority for obtaining clearances, if any, in respect of the said property.
- xiii. To settle any dispute arising in respect of the said property.
- xiv. To negotiate on terms for and to agree to and enter into and conclude any agreement for sale and sell any unit from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof to any purchaser or purchasers at such price which the said parties, in their absolute discretion, think proper and/or to cancel and/or repudiate the same ONLY after obtaining of the plan and demarcation and determination of the respective allocations of the owners and the developer.
- xv. To receive from the intending purchaser or purchasers any earnest money and/or advance or advances and also the balance of purchase money against the any unit from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and to give good, valid receipt and discharge for the same which will protect the purchaser or purchasers without seeing the application of the money.
- xvi. Upon such receipt as aforesaid, to sign, execute and deliver any conveyance or conveyances of the said property and/or part thereof in favour of the said purchaser or his nominee or assignee only with respect to the developer's share
- xvii. To sign and execute all other deeds, instruments and assurances which our attorneys shall consider necessary and to enter into and/or agree to such covenants and conditions as may be required for fully and effectually



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conveying the said 47% from the developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof and/or part thereof.

xviii. To present any such conveyance or conveyances in respect of the said developer's share, as mentioned in the third schedule, of the building along with undivided proportionate share of land attributable thereto in the said premises and/or part thereof for registration, to admit execution and receipt of consideration before the competent Registration Authority for and to have the said conveyance registered and to all acts, deeds and things which the said attorney shall consider necessary for sale of the said property and/or part thereof to the purchasers as fully and effectually in all respects.

4.13. The owners will, if required, execute agreement for sale in respect of the undivided proportionate share of land pertaining to the developer's allocation and present the same before the registration authority in respect of flats/spaces, pertaining to the developer's allocation for registration at the cost of the developer and/or its nominee.

4.14. The owners with the execution of this agreement, will hand over all original documents, title deeds etc. relating to the said premises to the developer against proper receipt. Those documents will remain with developer till the completion of the building. Thereafter those documents will be handed over to the Association to be formed by the flat owners of the building.

4.15. The owners will be solely responsible for delivering the peaceful, vacant physical possession of the premises to the developer free from all encumbrances whatsoever.

4.16. The owners will extend all reasonable cooperation to the developer for effecting construction of the said building.

4.17. The owners will execute if required and/or ask by any financial institutions shall from time to time, sell and convey to the developer and/or its nominee undivided proportionate share in the land contained in the premises appurtenant in the units and car parking space pertaining to the developer's allocation in the said building and the consideration for the same payable to the developer shall be a part



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of the cost of construction of the owner's allocation. The cost of preparation, stamping, and registration of the conveyances shall be borne and paid by the unit owners.

4.18. In case of any encumbrances relating to the title or ownership be found on the premises, then in such event the owners shall be liable to meet up and remove the same at its own costs and expenses. In case the owners will not pay such costs then the developer shall be liberty to do so and to recover the said costs from the concerned owners.

4.19. That the owners shall, if required from time to time, grant such further power or authorities to the developer and/or its nominees concerning the project.

4.20. That the Owners shall be liable to pay for all taxes in respect of the said premises, collect Tax Clearance Certificate, Mutation certificate and any other impositions on the premises and/or part thereof in their own cost only till the date of execution of this Developers' Agreement.

4.21. That the owners shall hereby also declare that they will have the liability to deliver the peaceful vacant possession of the said land to the developer after execution of this agreement and receiving the security deposit of Rs. 2,00,00,000-00 (Rupees Two crore only)as mentioned before, and/or shall fulfil all the terms for the development of this property after execution of this agreement for development.

4.22. The owners will bear all the previous/pending taxes and impositions on the said premises and/or part thereof till the execution of this agreement.

ARTICLE - V : DEVELOPER'S RIGHTS :

5.1. The owners hereby grants exclusive right to the developer to build and complete the building.

5.2. The owners hereby grants exclusive right to the developer to commercially exploit the developer's allocation without any obstruction and/or claim from the owners. The developer will have full right and absolute authority to enter into any agreement with any intending purchaser/s in respect of the developer's allocation at any price of its discretion and receive advance/consideration in full thereof. That there will be a Supplementary Agreement hereto after having sanction building plan followed by the division of shares and/or unites irrespective all the owner's and



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developer's allocation in the proposed building. It also be noted that the both sided of frontage area of the building consisting several commercial unites and or shops as per sanction building plan will be divided as per the ratio between the parties hereto and also incorporating the RERA act registration for the Project once it shall be applicable as per the law in the State of West Bengal.

5.2A. The owners do hereby grants exclusive rights to the developer to let out the commercial unit and/or shops which comes under the developer's allocation at its own discretion. The owner will not interfere in this regards in any way whatsoever the same shall be applicable to the developers after delivery of the owners allocation in the proposed building by the developer.

5.3. The developer shall be entitled to occupy and use the premises SUBJECT TO the terms of this agreement, during the continuation of the project. The developer shall be entitled to use the premises for setting up a temporary site office and/or quarters for its guard and other staff and shall further be entitled to put up boards and signs advertisement in the project and post its watch and ward staff.

5.4. Upon being inducted into the premises, the developer shall be at liberty to do all works as be required for the project and to utilize the existing electricity and water in the premises, at its costs and expenses. The developer shall have the right to obtain temporary connection of utilities for the project and the owners shall sign and execute all papers and documents necessary therefore by the concerned authorities for such temporary utilities required. The owners however will have no liability to pay the electricity, water, and any other municipal bill/charges as aforesaid and the developer will pay the entire mentioned bill during the period of construction of this project.

5.5. The developer will be entitled to receive, collect and realise all money out of the developer's allocation without creating any financial and/or legal liability to the owners and visa versa.

5.6. The developer shall cause such changes to be made in the plans as the architect may approve without affecting the owners interest in any manner and/or shall be required by the concerned authorities, from time to time, for which the owners will have no objection.



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5.7. The developer will be authorised in the name of the company so far as it necessary, to apply for and obtain quota of cement, steel, brick and other building materials for construction of the building.

5.8. The developer will be entitled to deliver unit pertaining to the developer's allocation to the intending purchaser only after obtaining of plan and demarcation and of the respective allocations of the owners and the developer.

5.9. The developer will be entitled to transfer the undivided proportionate share of land in the premises attributable to the developer's allocation by virtue of the Power of Attorney to be given by the owners to the developer to the intending purchaser ONLY after obtaining of plan and demarcation and determination of the respective allocations of the owners and the developer.

5.10. The developer will be entitled to make publicity and advertisement in all possible manners in view of making commercial exploitation of the developer's allocation in the building.

5.11. The developer will be entitled to get the peaceful vacant peaceful possession of the said premises free from all encumbrances whatsoever from the owners within the stipulated period of time as stated herein.

5.12. The owners shall give such co-operation to the developer and sign all papers, confirmation and/or authorities as may be reasonably required by the developer from time to time, for the project, at the cost and expenses of the developer.

ARTICLE — VI : DEVELOPER'S OBLIGATION

6.1. The developer will obtain sanction of the building plan from the competent authority at its cost. Notwithstanding the parties hereto will enter into a supplementary agreement after obtaining sanction of the building plan for demarcating and determining the respective allocation of the owners and the developer after being mutually agreed between the developer and the owner herein and also incorporate the RERA Registration for the Project as and when applicable by law in the State of West Bengal.

6.2. The developer will complete the said building and deliver the peaceful vacant physical possession of the owner's allocation to the owners within **36** months from getting the updated mutation certificate in the name of the owners to the developer by the owners. However the developer shall be given an extended **six (06)** months



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to complete the project in the event of such circumstances and/or natural calamities which were beyond the control of the developer herein. Hence the total agreed period of the Construction shall be 48 months from the date of Agreement including all.

That both the parties do hereby also agreed upon that the owners will vacate the said landed property by rehabilitate the tenants and occupiers who possessed in this property by their own cost within four months from the execution of this agreement.

The owners also agreed upon that they will deliver the peaceful vacant possession of this landed property to the developer after arranging all the relevant papers of this property in their names and also update and/or completion the mutation procedure with up-to-date property tax in their name within four months from the execution of this agreement without any delay or default.

The developer also agreed that within twelve months from the execution of this agreement they will get the sanction of the proposed building at their utmost effort subject to any changes in the rules of the building department of the Kolkata Municipal Corporation.

That as per desire of the owners the developer also agreed that if they will not able to deliver the possession of the owners allocation within Forty-eight (48) months from getting the updated mutation certificate in the name of the owners by the Kolkata Municipal corporation the developer will bear the adequate rent to the owners as same as the rent amount of the then present rental accommodation of the owners which shouldn't be exceed an amount of the settled amount between the owners and developer herein.

6.3. All costs, charges and expenses for construction of the building and/or the development of the said premises shall exclusively be borne and paid by the developer.

6.4. The developer will complete the owner's allocation with the specification annexed hereto. The owners will have to pay money for any extra work not averred in the annexure - II annexed herewith

6.5. The developer shall construct the building with standard materials available in the market.

6.6. The developer will bear all cost arising out of the construction of the building including Kolkata Municipal Corporation and Others charges till completion of the



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project including all relevant approvals from various authorities and NOC from the Kolkata Municipal Corporation.

6.7. The developer will bear all the taxes and impositions on the premises and/or part thereof from the date of execution of this agreement till it delivers the owner's allocation to the owners including completion certificate and/or other relevant documents issued by the concern authorities subject to the then present rules of the concern department of the Kolkata Municipal Corporation.

6.8. The developer will provide the owners a duly attested photo copy of the plan to be obtained from the concern Municipality and/or any other competent authority.

6.9. The developer will start work of the said project within twelve months after obtaining sanctioned building plan from the building department of the Kolkata Municipal Corporation subject to the owner's will deliver peaceful vacant possession of the said landed property to the developer within Four months from the execution of this agreement.

6.10. The developer shall abide by all the safety norms during construction of the building and follow all statutory and legal norms and keep the owners indemnified.

6.11. The developer shall bear, pay and discharge all costs, charges and expense relating to or in any way connected with the construction of the said building and development of the said premises including charges for other bodies and the owners shall have no liability whatsoever in this context.

6.12. The developer will have no right to amalgamate the adjacent plots of the third parties with the said premises/land of the owners.

ARTICLE VII : OWNER'S INDEMNITY :

7.1. The developer will indemnify the owners against all claims, actions, suits and proceedings arising out of any acts of the developer in connection with the construction of the building.

7.2. The developer will indemnify and keep the owners indemnified in respect of all costs, expenses, liberties, claims, and/or proceedings arising out of any acts done in pursuance of the authorities as aforesaid.



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7.3. The developer will indemnify the owners against all claims or demand that may be made due to anything done by the developer during the construction of the said building.

7.4. The developer will indemnify the owners against all claim and demands of the suppliers, contractors, workmen and agents of the developer on the account whatsoever include any accident of other loss.

7.5. The developer will indemnify the owners against any demand and/or demand/claim made by the unit holder in respect of the developer's allocation.

7.6. The developer will indemnify the owners against any action taken by the any competent authority for any illegal or faulty construction or otherwise of the building.

7.7. The owners will also agreed upon that if the owners will not able vacant the tenanted portion of this landed property and/or deliver the peaceful vacant possession to the developer within Four months from the execution of this agreement, in that event the developer shall have the absolute authority and/or right to get back the money amounted to Rs. 2,00,00,000-00 (Rupees Two Crore) only which they were received till date instantly with bank interest without any delay or default. The developer shall have the discretionary power and/or authority to take decision in this regards that whether they will give more time to the owners and/or rescind this agreement or not.

7.8. The developer shall indemnify and shall not be able in any form Pledge/Mortgage the Said Property with any Financial Institutions/Bank etc during the construction of the Project till NOC and handing over the Owners allocated Share. The intending purchasers can take housing building loan irrespective of their individual units from any financial institutions and/or banks without imposing any liability on the owners. In this regards the owners shall have no objection in any way whatsoever.

ARTICLE VIII : COMMON UNDERSTANDINGS:

8.1. In the event of any requirement to pay any outstanding dues and/or any other outgoing and liabilities to any competent authority in respect of the said premises till the date the owners hands over the vacant and peaceful possession of the premises to the developer, the developer shall pay such dues and bear the costs and



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expenses thereof on behalf of the owners which the owners will refund (interest Free) to the developer before taking possession of the owner's allocation. The developer shall pay the rates and taxes and electricity bills etc, from the date of taking possession of premises from the owners till it delivers to the owners the owner's allocation.

8.2. The owners shall be solely and exclusively entitled to the owner's allocation and the developer shall be solely and exclusively entitled to the developer's allocation.

8.3. The owner's allocation shall be constructed by the developer for and on behalf of the owners. The rest of the building shall be constructed by the developer for and on behalf of itself. The entire building will be constructed in accordance to the same specification.

8.4. The owners and the developer shall be entitled absolutely to their respective allocation and shall be at liberty to deal therewith in any manner they deem, fit and proper SUBJECT HOWEVER. TO the general restrictions for mutual advantage inherent in the ownership flat schemes. They will also be at liberty to enter into agreement for sale of their respective allocations SAVE THAT insofar as the same relates to common portions (as described in the fourth schedule hereto, common expenses and other matter of common interest, the owners and the developer shall adopt the same covenants and restrictions). The form of such agreement to be utilized by the parties shall be such as be drawn by the advocates in consultation with the parties hereto, but the same shall be in accordance with the practices prevailing in respect of ownership flat buildings in Kolkata.

8.5. The owners shall be entitled to all money that be received from the unit owners of the owner's allocation whether the same by way of earnest money. part consideration, construction cost, sale price and/or otherwise and the developer shall be entitled to all such monies receivable in respect of the developer's allocation PROVIDED HOWEVER that the money payable and/or deposits for common purposes and common expenses pertaining to Maintenance only, shall be receivable only by the developer from all the units owners till formation of the society or any other association of the unit owners. The Owners shall pay the maintenance only after getting their respective allocation along with all relevant certificates from the developer herein.



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8.6. The developer will provide electricity connection for the entirety of the building including the owner's allocation from the CESC save and except the personal meter connection for the individual units.

8.7. Upon completion of the building and/or floors therein, from time to time, the developer shall maintain and manage the same in accordance with such rules as may be framed by the Developer in consultation with the Owners. The developer and the owners and/or their transferees, if any, shall comply with the said rules and/or regulations and shall proportionately pay all costs, charges, expenses and outgoings in respect of the maintenance and management.

8.8. All/every unit holder/s of owner's allocation shall have unrestricted right to use and enjoy all the facilities and amenities of the said Project provided the maintenance charges are paid to the developer/association in respect to their unit/s.

8.9. The developer do hereby also confirm that they will not purchase any proportionate share of land and/or owner's allocation until the developer will deliver the peaceful vacant possession of the owner's allocation.

8.10. Both the parties do hereby also agreed that if any further settlement will be developed by the parties herein then they will execute a supplementary agreement for such development.

8.11. The proposed name of the building will be **ROHRA MANI BHAWAN** which was mutually decided by both the parties.

ARTICLE - IX : COMMON RESTRICTIONS :

9.1. Neither party shall use or permit to use of their respective allocation or any Portion of the new building for carrying any activity detrimental to the peaceful living of the other occupiers of the building,

9.2. Neither party shall demolish or permit to demolish any wall or make any structural alteration to the building, and shall not cause damage to any part of the building and common area in any manner whatsoever.

9.3. Both parties shall abide by all laws, bye-laws, rules and regulations of the competent authority in enjoying the occupation of the building.



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9.4. Neither party shall use or permit to use of their respective allocation or any portion of the new building for storing articles which may be detrimental to the free ingress and egress to the building or part thereof.

9.5. Both parties will allow the said association, or the common person to enter into their respective allocation for maintenance of the building upon giving notice in writing.

9.6. Both parties will bear proportionate tax, maintenance cost, day to day expenditure of their respective allocation after the NOC.

9.7 Both the parties/their nominees/any unit owner shall not store any harmful, toxic, highly inflammable goods in the said building and common area.

ARTICLE X : MISCELLANEOUS :

10.1. The owners and the developer have entered into this agreement purely as a contract and nothing herein shall deem to construct a partnership between the parties in any, manner whatsoever.

10.2. Save and except this agreement no agreement and/or oral representation between the parties hereto exists or will have any validity.

10.3. The owner's allocation and the developer's allocation in the said premises will be demarcated after obtaining the building plan from the competent authority.

10.4. The developer will take the responsibility of maintenance of the building for six months from the date of delivery of possession of the owner's allocation for which all the flat owners will pay maintenance chargers which will be decided later by the developer as per his discretion. During that period, the flat owners will initiate the process of formation of committee and after six months the developer will hand over the maintenance and all other charges to that committee, unless mutually decided by the developer and unit owners.

10.5. Both the parties hereto agree that they and or their respective nominees, including purchasers of the said project will bear/pay the proportionate share of maintenance cost in accordance their flat for enjoying the facilities such as Transformer, generator, water filter, lift, boring tubewell, generator etc.



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ARTICLE XI : FORCE MAJURE :

11.1 The developer will obtain plan and complete the owner's allocation within the stipulated period unless it is prevented by the circumstances like natural calamities, and other Force Majeure clauses which may be found beyond control of the developer.

ARTICLE XII : JURISDICTION :

12.1. The court under which jurisdiction the property under this agreement lies will have the exclusive jurisdiction over this agreement.

ARTICLE XIII: ARBITRATION :

13.1. All disputes and differences between the parties hereto in any way relating to and/or arising out of this agreement shall be referred to such person or persons as be mutually accepted, failing which two Arbitrators, one to be appointed by each of the parties. The Arbitrators shall be entitled to appoint an umpire. Such Arbitration shall otherwise be in accordance with the Arbitration and Conciliation Act 1996. No parties will have the prerogative to proceed to any court without invoking the arbitration clause as averred.

THE FIRST SCHEDULE AS REFERRED TO ABOVE**(Description of the Entire Premises)**

ALL THAT the piece and parcel of homestead (Bastu) land measuring about **10 Cottah 13 square feet** be the little more or less with a dilapidated two storied building of 100 years old having an area measuring about 1500 square feet each floor in aggregate 3000 square feet lying and situated at K.M.C. Premises No. 5B, Indian Mirror Street, having postal address 5B, Indian Mirror Street, Police Station - Taltala, Kolkata - 700013, ward no. 05, within the limit of Kolkata Municipal Corporation, butted and bounded by ;

ON THE NORTH : by Premises No. 56 Lenin Sarani, Kolkata - 700013

ON THE SOUTH : by Premises No. 5 Indian Mirror Street, Kolkata - 700013

ON THE EAST : by 5A Indian Mirror Street, Kolkata - 700013

ON THE WEST : by Indian Mirror Street (67 feet wide)



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THE SECOND SCHEDULE AS REFERRED TO ABOVE**(OWNER'S ALLOCATION)**

Save and except the developer's allocation as described in the third schedule hereunder, the owners will be entitled to ALL THAT the **53%** of the Saleable Area of the proposed Multi-storied building consisting of the residential flats on several floors and the ground floor consisting of commercial units and car parking space as per the sanctioned building plan of the multi-storied building only TOGETHER WITH undivided proportionate share and interest in the land attributable thereto in the said premises and all rights on the common areas and facilities attached thereto as per plan. The common areas in the building, and/or the said premises will be used in common with the developer.

THE THIRD SCHEDULE AS REFERRED TO ABOVE**(DEVELOPER'S ALLOCATION)**

SAVE and except the owner's allocation as described in the second schedule hereinabove the developer will be entitled to rest **47%** of the Saleable area as per sanctioned building plan of the said multi-storied building, TOGETHER WITH undivided proportionate share and interest in the land attributable. Therefore in the said premises and all rights on the common areas and facilities attached thereto as per plan. The Common areas in the building and/or the said premise, will be used in common with the owners.

The exact area will however will be determined only after obtaining the building plan.

THE FOURTH SCHEDULE AS REFERRED TO ABOVE

(Common areas)

R. C. C. Columns, Under ground water reservoir,

Overhead water tank, boundary wall, Space for meter and pump,

Passage, courtyard, open areas with all easement rights,



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Septic tank, Stair and stair case, stair top room,

Electric installations, Outer wall, The space open to the sky

Lift/Escalator and lift machinery of the building.

All other areas to be used commonly by the flat/space owners of the building..

THE FIFTH SCHEDULE AS REFERRED TO ABOVE

(Common expenses to be effected from the date of delivery of Owner's allocation as per norms as stated herein)

Expenses for maintaining, after handing over of the Owners share After NOC.

Expenses for lighting of the common areas and/or part thereof.

Expenses for cleaning the common areas.

Salaries of durwan, caretaker and/or other persons whose appointment may be considered necessary for maintenance and protection of the building or part thereof and those will be decided by the developer or the association upon its formation.

THE SIXTH SCHEDULE AS REFERRED TO ABOVE

(PAYMENT SCHEDULE)

1.12. **INTEREST FREE PARTLY REFUNDABLE ADVANCE** : The developer will make a payment of **Rs. 3,10,00,000-00** (Rupees Three Crore Ten Lacs) only to the owners among which the sum of Rs. 1,10,00,000-00 (Rupees One crore ten lacs only) will be treated as forfeited amount and the sum of Rs. 2,00,00,000-00 (Rupees Two crore only) will be refunded by the owners herein simultaneously with the delivery of the Owner's Allocation in the proposed building. The above said payment of **Rs. 3,10,00,000-00** (Rupees Three Crore Ten Lacs) only will be given by the developer to owners in the following manner :

A. Upon execution of this agreement for development to be returned as interest free after completion of the project : **Rs. 10,00,000-00**



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B. After one month from the execution of this agreement for development :

Rs. 1,90,00,000-00

C. After sanction building plan of the proposed building, or Upon handing over the vacant possession of the said property whichever is earlier.

Rs. 1,10,00,000-00

SEVENTH SCHEDULE AS REFERRED TO ABOVE

(Details of the land which the vendors purchased by several Deeds)

By an in venture made on 28.09.1910 registered with the office of Register of Assurance, Calcutta and recorded in Book no. 1, Volume no. 91, Pages No. 12 to 27, being no. 2711 for the year 1910, one Subodh Chandra Mallick and others sold to one Rai Bahadur Monilal Nahar ALL THAT land measuring about 15 cottah 12 chittack 43 square feet at 18 mott's lane (presently 5 Indian mirror street) in the town of Calcutta Southern Division, being holding no. 24, block 8.

The said Monilal Nahar died instated leaving behind and survived by his three sons namely Bhamar Singh Nahar, Bahadur Singh Nahar and Jahar Singh Nahar.

The said Bahadur Singh Nahar died instated on 09.06.1929 leaving behind and survived by his two sons namely Joy Singh Nahar and Ajay Singh Nahar and wife Sundor Kumari Bibi.

The said Jahar Singh Nahar died instated on 10.01.1931 leaving behind and survived by his four sons namely Kiran Singh Nahar, Dip Singh Nahar, Lalit Singh Nahar and Tarun Singh Nahar, all them minor and wife Dhanna Kumari Bibi.

The said Bhamar Singh Nahar died instated leaving behind and survived by two sons namely Sajjan Singh Nahar and Bhajan Singh Nahar both minor then and wife Monohar Kumari.

The said Dhanna Kumari Bibi died on 07.03.1933.

Sundor Kumari Bibi, widow of said Bahadur Singh Nahar died on 20.06.1933

It is relevant to mention here all the said Nahars are oswal Jain and governed by Mitoskara School of Law.



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By an in venture Joy Singh Nahar, Jyoti Kumar Nahar, Biman Kumar Nahar, by virtue of a in venture executed on 19.07.1946 registered with the office of Register of Assurance, Calcutta and recorded in Book no. I, Volume no. 80, Pages No. 212 to 238, being no. 4604 for the year 1946 often all the land measuring about 15 Cottah 12 Chittack 43 Square feet along with building standing there on at 5 Indian Mirror Street (formerly 18 mott's lane) in the town of Calcutta Southern Division.

Biman Kumar Nahar made his last will and testaments on 31.05.1985 where by bequeathed all his movable and immovable property amongst others his half share in the premises 5 Indian Mirror Street, Calcutta - 700013 to an in favour of his wife Ratan Nahar.

The said last will of said Biman Kumar Nahar was probated by the Hon'ble High court Kolkata in connection with Act 39 (Probate) Case.

Thus virtue of the probated will, the said Ratan Nahar Since died sole and absolute owner in respect of undivided half share of the property left by said Biman Kumar Nahar.

The said Mina Kumari Nahar executed a will on 28.05.1985, registered with the office of Register of Assurance, Calcutta and recorded in Book no. IV, Volume no. 7, Pages No. 104 to 111, being no. 253 for the year 1985 whereby she bequeathed her 1/10th share at premises 5 Indian Mirror Street, Calcutta - 700013 to her grand son Manish Nahar (Son of Jyoti Kumar Nahar). The death of Mina Kumari Nahar 24.04.1997 the will was probated in connection with probate case no 114 of 2004 by the Chief Judge City Civil Court Kolkata.

By virtue of a Deed of Gift executed on 07.12.1998, registered with the office of Register of Assurance - II, Calcutta and recorded in Book no. I, Volume no. 8, Pages No. 373 to 384, being no. 350 for the year 1999, Smt. Lila Sriamal gave to Jyoti Kumar Nahar all that her 1/10th share at premises 5 Indian Mirror Street, Calcutta - 700013

By virtue of a Deed of Gift executed on 19.12.2005, registered with the office of Register of Assurance - II, Kolkata and recorded in Book no. I, Volume no. 1, Pages No. 1 to 17, being no. 47110 for the year 2005, Smt. Lila Bati Doogar gave to Jyoti Kumar Nahar all that her 1/10th share at premises 5 Indian Mirror Street, Kolkata - 700013



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Jyoti Kumar Nahar executed a will and testament and wherein he bequeathed all his 1/10th share at premises 5 Indian Mirror Street, Calcutta - 700013

After the death of Jyoti kumar Nahar on 23.04.2018 the said will probated from the court of Learned Chief Bench City Civil Court at Calcutta probate case no. 58 of 2018.

Jyoti Kumar Nahar thus becomes owner 30% undivided share in premises 5 Indian Mirror Street, Calcutta - 700013.

Manish Nahar was the owner of undivided 20% share.

Ratan Nahar, Pallavi Doshi and Miss Jasmine Nahar all legal heirs of Biman Kumar Nahar became 50% owner of undivided share.

The said Ratan Nahar died intested on 29.06.2019 leaving behind and served by her two daughters namely Pallavi Doshi and Jasmine Nahar.

Upon the death of Pallavi Doshi and Jasmine Nahar became owner in respected of 25% each at 5 Indian Mirror Street, Calcutta - 700013.

The said Joy Singh Nahar died instated leaving behind and serving by Biman Kumar Nahar. Biman Kumar Nahar become owner of undivided 50% share at 5 Indian Mirror Street, Calcutta - 700013.

The said Biman Kumar Nahar died instated on 25.03.1993 leaving behind and serving by his wife Ratan Nahar, and two daughters Pallavi Jyoshi and Jesmin Nahar.

Thus by the subsequent transfer of the a portion of land the said **(1) SRI. MANISH NAHAR, (2) SMT. PALLAVI NISHANT DOSHI, (3) SMT. JASMINE NAHAR**, jointly became the owners in respect of the aforesaid plot of bastu land measuring about **10 Cottah 13 square feet** be the little more or less with structure lying and situated at K.M.C. Premises No. 5B, Indian Mirror Street, having postal address 5B, Indian Mirror Street, Police Station - Taltala, Kolkata - 700013, ward no. 05, within the limit of Kolkata Municipal Corporation

IN WITNESSES WHEREOF the parties hereto have put their respective hands and



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seal on these presents on the day month and year first above written.

WITNESSES:

1. Arindam Ghosh.
Folio, Nadia
Pin. 741472

1. Manish Nahar

2. Pallavi N. Doshi

3. Jasmine Nahar

2. Sourav Chakraborty
54/10, Lotus Park,
Kolkata - 700047.

**Signature of the
OWNERS**

ROHRA DEVELOPERS PVT. LTD

Manish Nahar

Jasmine Nahar



Directors

DEVELOPER

Drafted by me and prepared in my office

Santanu Singha
| SANTANU SINGHA |
Advocate

High Court, Calcutta,

Kolkata - 700001

Enrolment No. WB/785/1992



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MEMO OF RECEIPT

RECEIVED from the within named developer the within named sum of **Rs. 10,00,000-00** (Rupees Ten Lacs) only in the following manner ;

DATE	BANK	CHEQUE NO.	AMOUNT
22.08.2022	HDFC BANK	007289	8,00,000-00
22.08.2022	HDFC BANK	007288	1,00,000-00
22.08.2022	HDFC BANK	007287	1,00,000-00

TOTAL - 10,00,000-00

WITNESSES :

1. *Arvindam Chakraborty*

1. *Manish Nath*

2. *Pallavi N. Doshi*

3. *Jasmine Nath*

OWNERS

2. *Sourav Chakraborty*



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ANNEXURE

Technical specification

Scope of works & Amenities inside the Flat

FOUNDATION :

The foundation of the building shall be reinforced with ISI branded steel and good quality Cement Concrete as per the approval of the structural engineer.

STRUCTURE :

The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc made with ISI branded steel and cement concrete. All concrete used shall be of good quality Cement Concrete as per the approval of the structural engineer.

ELEVATION :

Attractive designed 2 sided front elevation with exclusive finish.

WALLS :

The external walls of the building be 200 mm thick brick and partition wall inside the flats shall be of 100 mm thick. Both to be bounded with cement mortar.

PLASTERING :

All internal surface shall be plastered with cement sand finished with plaster of paris/putty. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make of Asian Paints/ Berger/ similar brand.

FLOORING AND SKIRTING :

All and other flooring and skirting inside the flat including the balcony shall be made with 2 x 2 vitrified tiles of ISI branded like KAJARIA or Equivalent brand. The toilets shall have 1'-6" vitrified tiles and anti-skid vitrified tiles on floor.



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DOORS :

All doors frame will be made of wood. The main door and other internal doors will be of flush door and Facia finished with proper finishing materials of all door. The main door shall be provided with one magic eye.

WINDOWS :

All window shall be Good quality aluminum and will be fitted with glass.

TOILET FITTINGS :

All toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. and one cistern. In all the bathrooms there will a provision of wash basin. Each toilet will have concealed stop cock, bib cocks and shower. The commode and the basin will have white colour of reputed make of Jaguar and/or of similar brand.

KITCHEN FITTINGS/FIXTURES :

The kitchen will have anti skid flooring The kitchen shall have R.C.C. cooking platform with matching Granite. 3' dodo ceramic/porcelanso/vitrified tiles on cooking slab with one sink. A wash basin will be provided in the living room.

ROOF : Proper roof treatment with water proofing.

STAIRS : All landings and steps of the stair-case will be of marbles and SS hand railings.

ELECTRICALS : Meter-Individual meter to be fitted by individual costing.

All electrical lines, to be concealed having quality copper wires of proper gauge with earthing arrangements all switch boards to be of Modular Switches/plus/sockets etc. are to be provided on all electrical points. Brands to be used are Havells/ Mescab/ similar brand.



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ELECTRICAL POINTS :

Bed Rooms : Four light points, one fan point, one multi-plug point (5 Amps).
In one bed room an A.C. point will be provided.

Toilets : One light point, one exhaust fan point, one Geezer point in all bathroom only .

Living/Dining Room : Eight light points, two fan points one plug point (15 amps), one T.V. point and one Refrigerator point.

Kitchen : Aqua guard point and exhaust point with a point for micro-oven

Stairs : One light point in each landing.

Roofs' : Adequate light points

Ground floor : Adequate light points.

Stairs : All landings and steps of the stair-case will be of cota tile/marble.

Lift : The lift of this building will be of reputed brand line Otis/Kone and/or of similar reputed brand.

Commercial Area : The commercial area common area flooring/Staircase and Entrance Façade shall be of Granite.

WATER SUPPLY ;

The Kolkata Municipal Corporation will supply the water with adequate pump set to lift water to the overheard tank of the building.

The owners will not pay any extra charge for the building and for getting the specification as annexed hereto. But they have to pay extra money for any extra work other than what are stated in hereto.



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

GRN Details

GRN: 192022230100735591 Payment Mode: Online Payment
GRN Date: 18/08/2022 19:28:54 Bank/Gateway: Bank of Boroda
BRN : 1299079124 BRN Date: 18/08/2022 19:29:55
Payment Status: Successful Payment Ref. No: 2002503369/2/2022
[Query No*/Query Year]

Depositor Details

Depositor's Name: ROHRA DEVELOPERS PVT LTD
Address: BANGUR
Mobile: 9831759754
Depositor Status: Others
Query No: 2002503369
Applicant's Name: Mr Subit Majumdar
Identification No: 2002503369/2/2022
Remarks: Sale, Development Agreement or Construction agreement

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002503369/2/2022	Property Registration- Stamp duty	0030-02-103-003-02	75021
2	2002503369/2/2022	Property Registration- Registration Fees	0030-03-104-001-16	10021
			Total	85042

IN WORDS: EIGHTY FIVE THOUSAND FORTY TWO ONLY.

THE UNIVERSITY OF CHICAGO
LIBRARY



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LIBRARY

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Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.R.A. - IV KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19042002503369/2022









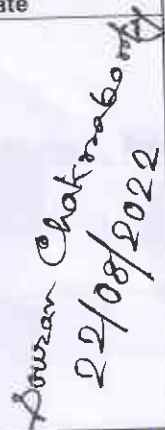
I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Manish Nahar 5B, Indian Mirror Street, City:- Kolkata, P.O:- Dharmatala, P.S:- Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013	Land Lord		8789 	Manish Nahar 22/08/22
2	Smt Pallavi Nishant Doshi 5B, Indian Mirror Street, City:- Not Specified, P.O:- Dharmatala, P.S:- Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013	Land Lord		8790 	Pallavi N. Doshi 22/08/22
3	Smt Jasmine Nahar 5B, Indian Mirror, City:- Kolkata, P.O:- Dharmatala, P.S:- Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013	Land Lord		8791 	Jasmine Nahar 22/08/2022

<p>18/11/27 18/11/27 18/11/27</p>	<p>1852</p> 		<p>18/11/27 18/11/27 18/11/27</p>
<p>18/11/27 18/11/27 18/11/27</p>	<p>1853</p> 		<p>18/11/27 18/11/27 18/11/27</p>
<p>18/11/27 18/11/27 18/11/27</p>	<p>1854</p> 		<p>18/11/27 18/11/27 18/11/27</p>

18/11/27

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr Harish Kumar Rohra 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700055	Represent ative of Developer [Rohra Developer s Private Limited]		 8787	 22/08/2022
5	Mr Yogesh Rohra 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24- Parganas, West Bengal, India, PIN:- 700055	Represent ative of Developer [Rohra Developer s Private Limited]		 8788	 22/08/2022
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sourav Chakraborty Son of Mr Suvasis Chakraborty , 54/10, Lotus Park, City:- Kolkata, P.O:- Naktala, P.S:- Jadavpur, District:- South 24-Parganas, West Bengal, India, PIN:- 700047	Mr Manish Nahar, Smt Pallavi Nishant Doshi, Smt Jasmine Nahar, Mr Harish Kumar Rohra Mr Yogesh Rohra		 8792	 22/08/2022

(Mohul Mukhopadhyay)
ADDITIONAL REGISTRAR
OF ASSURANCE
OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name..... MANISH NAHAR

Signature..... Manish Nahar



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name..... PALLAVI N. DESAI

Signature..... Pallavi N. Desai



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name..... JASMINE NAHAR

Signature..... Jasmine Nahar



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name..... HARISH KUMAR ROHRA

Signature..... Harish Rohra



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

22 AUG 2022



	Thumb	1 st finger	Middle finger	Ring finger	Small finger
Left hand					
Right hand					

Name.....YOGESH ROHRA.....

Signature.....*Yogesh Rohra*.....

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
PHOTO	Left hand				
	Right hand				

Name.....

Signature.....

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PHOTO	Left hand				
	Right hand				

Name.....

Signature.....

	Thumb	1 st finger	Middle finger	Ring finger	Small finger
PHOTO	Left hand				
	Right hand				

Name.....

Signature.....



✓
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
22 AUG 2022

Major Information of the Deed

Deed No :	I-1904-13431/2022	Date of Registration	23/08/2022
Query No / Year	1904-2002503369/2022	Office where deed is registered	
Query Date	18/08/2022 12:19:16 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Subit Majumdar Alipore Judge Court, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 8389040143, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value:	Market Value		
	Rs. 3,64,75,902/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,121/- (Article:48(g))	Rs. 10,025/- (Article:E, E, B, M(b))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Kolkata, P.S:- Taltola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Indian Mirror Street, ,
Premises No: 5B, , Ward No: 005 Pin Code : 700013

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	10 Katha 13 Sq Ft		3,52,60,902/-	Width of Approach Road: 67 Ft.,
Grand Total :				16.5298Dec	0 /-	352,60,902 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	3000 Sq Ft.	0/-	12,15,000/-	Structure Type: Structure.
Gr. Floor, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 100 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		3000 sq ft	0 /-	12,15,000 /-	

Form 1041-100 (1-1-79)

Name of the estate: ESTATE OF [Name]
 Date of death: 12/31/78
 Social Security number: [Number]
 Decedent's name: [Name]
 Address: [Address]
 State: [State]
 ZIP code: [ZIP]

Income	Exemptions	Other	Total
10000	10000		20000
20000	20000		40000
30000	30000		60000
40000	40000		80000
50000	50000		100000



RECEIVED
 DEPARTMENT OF THE TREASURY
 INTERNAL REVENUE SERVICE
 WASHINGTON, D.C. 20548

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Manish Nahar Son of Jyoti Kumar Nahar 5B, Indian Mirror Street, City:- Kolkata, P.O:- Dharmatala, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ABxxxxxx0E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/08/2022 , Admitted by: Self, Date of Admission: 22/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/08/2022 , Admitted by: Self, Date of Admission: 22/08/2022 ,Place : Pvt. Residence
2	Smt Pallavi Nishant Doshi Son of Late Biman Nahar 5B, Indian Mirror Street, City:- Not Specified, P.O:- Dharmatala, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: CJxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/08/2022 , Admitted by: Self, Date of Admission: 22/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/08/2022 , Admitted by: Self, Date of Admission: 22/08/2022 ,Place : Pvt. Residence
3	Smt Jasmine Nahar Son of Late Biman Nahar 5B, Indian Mirror, City:- Kolkata, P.O:- Dharmatala, P.S:-Taltola, District:-Kolkata, West Bengal, India, PIN:- 700013 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: apxxxxxx9f,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/08/2022 , Admitted by: Self, Date of Admission: 22/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/08/2022 , Admitted by: Self, Date of Admission: 22/08/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Rohra Developers Private Limited 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055 , PAN No.:: aaxxxxxx3m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Harish Kumar Rohra (Presentant) Son of Late Tirath Das Rohra 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: agxxxxxx5b,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Rohra Developers Private Limited (as Director)
2	Mr Yogesh Rohra Son of Late Tirath Das Rohra 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North 24-Parganas, West Bengal, India, PIN:- 700055, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: adxxxxxx8d,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : Rohra Developers Private Limited (as Director)

The first part of the year was spent in the
 study of the history of the country and
 the progress of the various branches of
 science. The second part was devoted to
 the study of the natural history of the
 country, and the third part to the study
 of the history of the various nations
 which inhabit it. The fourth part was
 devoted to the study of the history of
 the various religions which have existed
 in the world. The fifth part was devoted
 to the study of the history of the
 various governments which have existed
 in the world. The sixth part was devoted
 to the study of the history of the
 various arts and sciences which have
 been discovered and improved upon
 by the human mind. The seventh part
 was devoted to the study of the history
 of the various languages which have
 been spoken in the world. The eighth
 part was devoted to the study of the
 history of the various customs and
 manners which have prevailed in the
 world. The ninth part was devoted to
 the study of the history of the various
 laws and constitutions which have been
 enacted in the world. The tenth part
 was devoted to the study of the history
 of the various wars and conflicts which
 have taken place in the world. The
 eleventh part was devoted to the study
 of the history of the various revolutions
 which have taken place in the world.

1881

The twelfth part was devoted to the study
 of the history of the various discoveries
 and inventions which have been made
 in the world. The thirteenth part was
 devoted to the study of the history of
 the various improvements which have
 been made in the world. The fourteenth
 part was devoted to the study of the
 history of the various reforms which
 have taken place in the world. The
 fifteenth part was devoted to the study
 of the history of the various changes
 which have taken place in the world.

The sixteenth part was devoted to the study
 of the history of the various events which
 have taken place in the world. The
 seventeenth part was devoted to the study
 of the history of the various persons
 who have been distinguished in the world.

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sourav Chakraborty Son of Mr. Suvasis Chakraborty 54/10, Lotus Park, City:- Kolkata, P.O:- Naktala, P.S:-Jadavpur, District:-South 24 -Parganas, West Bengal, India, PIN:- 700047			

Identifier Of Mr Manish Nahar, Smt Pallavi Nishant Doshi, Smt Jasmine Nahar, Mr Harish Kumar Rohra, Mr Yogesh Rohra

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Manish Nahar	Rohra Developers Private Limited-5.50993 Dec
2	Smt Pallavi Nishant Doshi	Rohra Developers Private Limited-5.50993 Dec
3	Smt Jasmine Nahar	Rohra Developers Private Limited-5.50993 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr Manish Nahar	Rohra Developers Private Limited-1000.00000000 Sq Ft
2	Smt Pallavi Nishant Doshi	Rohra Developers Private Limited-1000.00000000 Sq Ft
3	Smt Jasmine Nahar	Rohra Developers Private Limited-1000.00000000 Sq Ft

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Endorsement For Deed Number : I - 190413431 / 2022

On 20-08-2022

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 3,64,75,902/-

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 22-08-2022

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 20:20 hrs on 22-08-2022, at the Private residence by Mr Harish Kumar Rohra .

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

Execution is admitted on 22/08/2022 by 1. Mr Manish Nahar, Son of Jyoti Kumar Nahar, 5B, Indian Mirror Street, P.O. Dharmatala, Thana: Taltola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700013, by caste Hindu, by Profession Business, 2. Smt Pallavi Nishant Doshi, Son of Late Biman Nahar, 5B, Indian Mirror Street, P.O. Dharmatala, Thana: Taltola, , Kolkata, WEST BENGAL, India, PIN - 700013, by caste Hindu, by Profession Others, Smt Jasmine Nahar, Son of Late Biman Nahar, 5B, Indian Mirror, P.O: Dharmatala, Thana: Taltola, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700013, by caste Hindu, by Profession Others

Indetified by Mr Sourav Chakraborty, . . Son of Mr Suvasis Chakraborty, , 54/10, Lotus Park, P.O: Naktala, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Service

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

Execution is admitted on 22-08-2022 by Mr Harish Kumar Rohra, Director, Rohra Developers Private Limited (Private Limited Company), 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North Parganas, West Bengal, India, PIN:- 700055

Indetified by Mr Sourav Chakraborty, . . Son of Mr Suvasis Chakraborty, , 54/10, Lotus Park, P.O: Naktala, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Service

Execution is admitted on 22-08-2022 by Mr Yogesh Rohra, Director, Rohra Developers Private Limited (Private Limited Company), 73, Bangur Avenue, Block C, City:- Not Specified, P.O:- Bangur, P.S:-Lake Town, District:-North Parganas, West Bengal, India, PIN:- 700055

Indetified by Mr Sourav Chakraborty, . . Son of Mr Suvasis Chakraborty, , 54/10, Lotus Park, P.O: Naktala, Thana: Jadavpur, , City/Town: KOLKATA, South 24-Parganas, WEST BENGAL, India, PIN - 700047, by caste Hindu, by profession Service

Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

On 23-08-2022

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 (g) of Indian Stamp Act 1899.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES

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THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES

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10-10-10

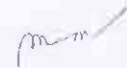
Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,025/- (B = Rs 10,000/- ,E = Rs 21/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 4/-, by online = Rs 10,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/08/2022 7:29PM with Govt. Ref. No: 192022230100735591 on 18-08-2022, Amount Rs: 10,021/-, Bank:
Bank of Boroda (BARB0INDIAE), Ref. No. 1299079124 on 18-08-2022, 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 100/-,
by online = Rs 75,021/-
Description of Stamp

1. Stamp: Type: Impressed, Serial no 16008, Amount: Rs.100/-, Date of Purchase: 10/06/2022, Vendor name: S Das
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 18/08/2022 7:29PM with Govt. Ref. No: 192022230100735591 on 18-08-2022, Amount Rs: 75,021/-, Bank:
Bank of Boroda (BARB0INDIAE), Ref. No. 1299079124 on 18-08-2022, Head of Account 0030-02-103-003-02



Mohul Mukhopadhyay
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
Kolkata, West Bengal

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ALBANY, N. Y. 12202
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10-2-58

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THE
OFFICE OF THE
DIRECTOR
GENERAL OF
LANDS AND
SURVEYS



Handwritten text or a small stamp to the right of the smaller emblem.

Handwritten text or a small stamp below the smaller emblem.

Main body of handwritten text, possibly a letter or report, starting with a salutation.

IN THE MUNICIPALITY OF...
MUNICIPALITY OF...
MUNICIPALITY OF...
MUNICIPALITY OF...

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Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2022, Page from 860180 to 860226
being No 190413431 for the year 2022.



mm
Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2022.08.26 20:24:52 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2022/08/26 08:24:52 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)