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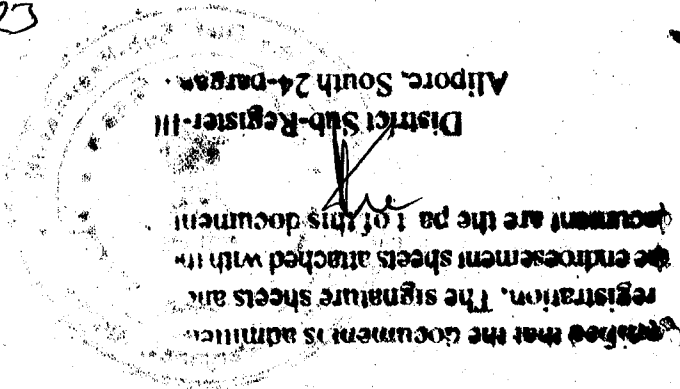
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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

N 369566

16/10/2023
2-2554246/23



16 OCT 2023

AGREEMENT FOR DEVELOPMENT

THIS DEED OF AGREEMENT FOR DEVELOPMENT made on this
16th day of October, 2023,

BETWEEN

1.2 OCT 2023

20649 005



No..... ₹ 500 Date.....

Name : Manu Mukhopadhyay

Advocate

Address : Alipur Police Court
Kolkata-27

Vendor : Subhankar Das
Alipore Collectorate, 24 Pgs. (South)

SUBHANKAR DAS
STAMP VENDOR
Alipore Police Court, Kol-27



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
16 OCT 2023

Manu Mukhopadhyay
Advocate

W/O Sri Sambhu Sarkar
Alipore Police Court
Kol- 700027

SMT MALABIKA BAGCHI having PAN No. AYYPB0258R and AADHAAR No. 381153644575, wife of Sri Shakti Brata Bagchi, by caste – Hindu, by profession – Housewife, residing at premises No. 495, Hari Sava Math (Mailing address P-120, Usha Park), P.S. Bansdroni, Kolkata – 700 084 hereinafter called and referred to as the “OWNER” (which expression or context shall mean and include her respective heirs, executors, administrators, successors, legal representatives and assigns) of the “**FIRST PART**”.

AND

M/S. AMBIENTE CONSTRUCTION, a proprietary concern having its office at 32, H.L. Sarkar Road, P.S. Regent Park, Kolkata – 700 070 being represented by its sole proprietor **SRI ATANU CHAKRABORTY** having PAN No. ACCPC4088J and AADHAAR No. 371287396291, son of Late Pulin Behari Chakraborty, by faith – Hindu, by occupation – Business, residing at 32, H.L. Sarkar Road, P.S. Regent Park, Kolkata – 700 070, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

WHEREAS one Gour Pada Basu, son of Satish Chandra Basu of Midnapore was seized and possessed of or otherwise well and sufficiently entitled to the land containing an area of 10 Cottahs more or less, situated at Police Station the then Tollygunge at present Bansdroni and comprised in Mouza Roynagar, Dag No. 129, Khatian No. 341, under Khatian No. 340, Touzi No. 6, J.L. No. 47, R.S. No. 201, Sub-Registration Office Alipore in the District 24-Parganas now South 24-Parganas.

AND WHEREAS on or about 23rd December, 1966 by a registered Deed of Conveyance said Gour Pada Basu sold and transferred the said land measuring about 10 Cottahs in favour of (1) Sri Dipti Bikash Sen, son of Late Himangshu Bhushan Sen, (2) Sri Kumud Bikash Sen, son of Late Himangshu Bhushan Sen, (3) Sri Dilip Kumar Sen, son of Late Hare Gabinda Sen, (4) Smt. Purnima Sen, wife of Late Amal Bikahs Sen, herein for valuable consideration absolutely and free from all encumbrances. The said Deed was duly registered in the office of the Registrar of Assurances, Calcutta and recorded in Book No. I, Volume No. 179, pages 262 to 269 being No. 6731 for the year 1966

AND WHEREAS after the said purchase they mutated their names with the Calcutta Municipal Corporation and have been paying taxes on the said land and premises being KMC premises No. 495, Hari Sava Math and commonly known as P-120, Usha Park, Kolkata 700084.

AND WHEREAS on or about 1986 said Dipti Bikash Sen, Kumud Bikash Sen, Dilip Kumar Sen and Purnima Sen the Vendors as mentioned herein have agreed with the present Owner for an absolute sale of land measuring about 5 Cottahs out of the above mentioned 10 Cottahs land at or for the price of Rs. 50,000/- (Rupees fifty thousand) only.

AND WHEREAS the present Owner paid the total consideration amount to the said Vendors in several instalments by 1990 on the understanding that the Vendors would complete the conveyance deed after payment of full consideration amount.



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AND WHEREAS the said Vendors duly appointed Sri Sakti Brata Bagchi, son of Late Dwijendra Nath Bagchi, residing at P-120, Usha Park, Kolkata 700084, as their true and lawful attorney to do perform and execute the conveyance deed in respect of the said land and premises being known as P-120, Usha Park, Kolkata 700084, as expressed in the General Power of Attorney dated 17.07.2003 and registered in the office of the Additional District Sub-Registrar, Bidhan Nagar (Salt Lake City) and recorded in Book No. IV, Volume No. 8, Pages 244 to 248 being No. 00334 for the year 2003.

AND WHEREAS on the 14th day of August 2003 by a registered deed of conveyance said owners (1) Sri Dipti Bikash Sen, (2) Sri Kumud Bikash Sen, (3) Sri Dilip Kumar Sen, (4) Smt. Purnima Sen, through their Constituted Attorney sold, transferred and conveyed the said land measuring about 5 Cottahs with shed structure thereon specifically described in the Schedule of the said deed and hereunder for a valuable consideration stated therein absolutely in favour of the present owner Smt. Malabika Bagchi, which was free from all encumbrances or attachments. The said deed of conveyance was duly registered in the office of the Additional District Sub-Registrar at Alipore and recorded in Book No. I, Volume No. 126, Pages 273 to 287 Being No. 02025 for the year 2004.

AND WHEREAS after the said purchase the present owner is in absolute possession of the said property measuring about 5 Cottahs 0 Chittaks 0 Sq. ft. but physically it measures more or less 4 Cottahs 09 Chittaks 24 sq. ft. The present owner duly mutated her name with the BL & LRO office and paying rates thereto. The said property was also mutated with the Kolkata Municipal Corporation in the name of the present Owner and paying taxes to the authority concerned up to date. The present owner is occupying and enjoying the said property since her purchase without any claim or interruption from any one till date.

AND WHEREAS the Owner/the party of the First Part herein have decided to develop the said premises and accordingly she is in search of a reputed and experienced Developer to make the Development work of the premises described in the First Schedule hereunder by constructing a new building thereon.

AND WHEREAS the party of the Second Part herein after getting information about the aforesaid desire of the owner agreed to the proposal of the party of the First Part subject to making out the marketable title of the 'said property' and now both the parties herein do hereby enter into this Agreement for Development of the 'said property' on the following terms and conditions :

NOW THIS INDENTURE WITNESSETH that it is hereby agreed by and between the party hereto as follows:-

A. DEFINITION :

1. "Said Property" shall mean the land having premises no. 495, Hari Sava Math (Mailing address P-120, Usha Park) P.S. Bansdrani, Kolkata – 700 084, K.M.C. Ward No. 112, Assessee No. 31-112-09-0495-8 comprising of land measuring 5 Cottahs more fully described in the FIRST SCHEDULE hereto.



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2. "The Agreement for Development" shall mean this Agreement upon the terms on which development of the 'said property' to the effect of construction of new building is to be made.

3. "Owner" shall mean the said SMT. MALABIKA BAGCHI and her assigns, heirs, executors, administrators and legal representatives.

4. "Developer/ Promoter" Shall mean M/S. AMBIENTE CONSTRUCTION, a proprietary concern having its office at 32, H.L. Sarkar Road, P.S. Regent Park, Kolkata – 700 070 being represented by its sole proprietor SRI ATANU CHAKRABORTY, son of Late Pulin Behari Chakraborty, by faith – Hindu, by occupation – Business, residing at 32, H.L. Sarkar Road, P.S. Bansdrani, Kolkata – 700 070 and his heirs, successors, executors, administrators, legal representatives and assigns.

5. "Plan" shall mean the plan, which will be sanctioned by the Kolkata Municipal Corporation with such modification or alteration as may be required or which the Developer may make from time to time with due intimation to the land owner and upon sanction of the KMC authority, in respect of the proposed building to be constructed upon the 'said property'.

6. "Owner's Allocation" shall mean:

a) 50% of the Kolkata Municipal Corporation sanctioned floor area which consists of the entire Second Floor, 50% of the Third Floor (front side) flat area along with 50% roof right of the ultimate roof (front side) along with proportionate share of common areas including land.

a) 50% of the K.M.C. sanctioned car parking space on the ground floor.

b) One office room (350 sq.ft. approx.) with rolling shutter door on the ground floor front side with one toilet sanctioned by the Kolkata Municipal Corporation.

c) One sanctioned puja room with water connection and one toilet which shall be constructed by the developer on the roof top and its entire cost of construction shall be borne by the owner.

a) Non adjustable cash consideration amount of Rs. 10,00,000/- (Rupees tēn lakhs) only which is to be paid to the landowner in the following manner:

i) Rs. 5,00,000/- (Rupees five lakhs) only to be paid at the time of registration of the Agreement for Development and registration of both General and Development power of attorneys in favour of the Developer.

ii) The remaining amount of Rs. 5,00,000/- (Rupees five lakhs) only is to be paid after two years from the date of sanction or at the time of giving possession to the owner whichever is earlier.

The owner is also entitled to one shifting charge for a two BHK accommodation from the Developer commencing from the date of delivery of vacant possession of



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the existing premises till repossession in the owner's allocation in the newly constructed building.

7. **“Developer’s Allocation”** shall mean the following:

- a) 50% of the Kolkata Municipal Corporation sanctioned floor area consisting of the entire First Floor, 50% of the Third Floor (back side) area along with proportionate share of common areas including land.
- b) 50% of the car parking spaces on the Ground Floor.
- c) The Developer shall be entitled to the entire building except the owner's allocated F.A.R. on the development project.

8. **“Building”** shall mean the proposed building to be constructed on the said land i.e. the ‘said property’ in accordance with the plan prepared by the Developer approved by the owner and sanctioned by the Kolkata Municipal Corporation consisting of several self contained flats, units, spaces capable of being held and/ or enjoyed independent to each other.

9. **“Specification”** shall mean the specification of the materials to be used in the said building (details whereof will appear from the Fourth Schedule hereunder written).

10. **“Possession of Land”** shall mean actual physical possession of the land with clear and marketable title.

11. **“Saleable Area”** shall mean space in the building available for independent use and occupation and shall include proportionate share of independent user of common spaces required thereof for lawful prudent enjoyment of the same.

12. **“Common Parts”** refer to Fifth Schedule written hereunder.

13. **“Architect”** shall mean such person or persons who may be appointed by the Developer for the purpose of undertaking preparation of the proposed plan and also for causing the same to be sanctioned through the Kolkata Municipal Corporation and also may be for carrying out time to time supervision of the construction of the proposed building at the said property.

B. TITLE REPRESENTATION AND WARRANTY:

The owner have assured and represented to the Developer as follows :

1. The Owner is the absolute Owner of the said property.



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2. The said property is free of all encumbrances, charges, lien, lispendens, attachments, trusts, etc. whatsoever.
3. The Owner has a marketable title in respect of the said property.
4. The Owner is in khas possession of the said property.
5. The Owner has not entered into any agreement of joint venture or sale or any other agreement with any other person.
6. The said property is not subject to any notice of attachment under the Public Demand Recovery Act or under any other Act for the time being in force.
7. The said property is not subject to any notice of requisition whatsoever or under any scheme of acquisition or requisition for any fly over or any other purpose.
8. The Owner does not hold any excess vacant land within the meaning of Urban Land (Ceiling and Regulation) Act, 1976.
9. The Owner has agreed to indemnify and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect of title hereof.

C. COMMENCEMENT :

This agreement shall be deemed to have commenced on and from the date of execution of this agreement.

D. PERMISSION TO CONSTRUCT :

In consideration of various terms and conditions hereinafter provided and subject to the terms and conditions contained the owner hereby grant the exclusive right of development of the said premises whereby the Developer shall be entitled to and is hereby authorised to construct, erect and complete new building on the said property in accordance with the sanctioned plan PROVIDED HOWEVER NOTHING herein contained shall be construed as delivery of possession in part performance of the contract within the meaning of the Section 53A of the Transfer of Property Act and such transfer shall take place only on conclusion of this agreement stipulated hereby.

E. PLAN/ LICENCE :

1. The Developer at his own costs shall cause the map or plan of the proposed building to be sanctioned in the name of the Owner and for the purpose of sanctioning of the plan the Developer shall be entitled to obtain all permission, approvals and/ or sanctions as may be



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necessary or be required from time to time subject to approval by the land owner and for all such purpose the owner shall execute Registered Power of Attorney in favour of the Developer.

2. The Owner hereby agree to sign and execute the said map or plan and other documents as may be required from time to time to enable the Developer to obtain sanction of the plan and also to obtain all permissions and approvals and/ or sanctions as may be necessary or be required from time to time for the lawful completion of the said development project.

3. All costs, charges and expenses for obtaining the sanction plan and also for obtaining all permissions and approvals including cost of sanction plan in respect of the said development project, construction and completion of 'the building' in all aspect including electricity and water connection and facilities shall be paid and borne solely by the Developer.

F. CONSTRUCTION :

1. The Owner do hereby authorize the Developer and the Developer agrees and undertakes to construct new building in accordance with the said plan to be sanctioned by the Kolkata Municipal Corporation in regard to 'the building' with all internal and external services, amenities, fittings, fixtures etc. details whereof will appear from the Fourth Schedule hereunder written at the cost and expense of the Developer.

2. It is hereby agreed by and between the parties hereto that the said new building shall be constructed, erected and completed in accordance with the specifications and materials as are provided for in the Fourth Schedule hereunder written.

3. The entire building shall be of uniform construction with standard first class building materials.

G. COST OF CONSTRUCTION AND COMPLETION :

The entire cost of construction of the building to be put in the said property as specified in the First Schedule including that of Owner's Allocation falling to the share of the Owner shall be borne by the Developer. Such cost shall include the cost of all overheads regarding construction, price in the cost of the materials used for construction, fees payable to the Architects and Engineers in respect of the said construction cost for the purpose of obtaining sanction/ licence fees and other incidental charges. The Developer shall solely bear the entire amount of the Development charges. The proposed building shall be deemed to be ready and complete for handing over possession of the same by the Developer within 24 months from the date of sanction of the plan having all the basic amenities of habitation i.e. electrification, water supply etc. The developer shall obtain Completion Certificate from the KMC at his own cost before giving possession to the landowner.



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H. DEVELOPER'S OBLIGATIONS :

1. The Developer shall pay all cost and charges for the purpose of obtaining all clearances and sanctions for the 'said project' from the concerned authorities.
2. The Developer shall hand over and deliver khas vacant possession of the Owner's allocation in the proposed building to be constructed over and unto the said property to the owner forthwith upon completion of the same in all respects in accordance with the specification mentioned in the Fourth Schedule mentioned hereunder in a habitable condition with all facilities within the stipulated time failing which a compensation @ Rs. 10000/- per month will be paid to the land owner by the developer till giving possession.
3. The Building shall be completed within 18 (eighteen) + 6 (six) months from the date of sanction of the plan of the proposed construction of building on the scheduled property by the Kolkata Municipal Corporation or from the date when vacant possession of the said property is made over to the Developer, whichever is later.

I. MUTUAL RIGHTS :

1. In consideration of the Developer building, erecting and completing the proposed building and making available and delivering the Owner's Allocation, as mentioned in the second schedule written hereunder, in the building to the Owner, the Developer shall be entitled to sell the Developer's Allocation, as mentioned in the third schedule written hereunder along with undivided proportionate share or interest in the land comprised in the said property, which is attributable to the Developer's Allocation. The entire consideration amount of such sale shall be accepted by the Developer only.
2. For the purpose of the costs, charges and expenses incurred by the Developer for the completion of the Owner's Allocation in 'the building' shall be deemed to be the consideration for the transfer of the said undivided proportionate share in the land comprised in the said property in favour of the Developer or its nominee or nominees and which is attributable to the Developer's Allocation. The aforesaid mutual consideration amount shall be apportioned in various Deeds of conveyance or conveyances to be executed by the Owner to give effect for the purpose of the project.
3. The Owner and the Developer shall be entitled to enter into any agreement for sale or transfer in any way dealing with their respective allocations for such consideration and on such terms and conditions as they shall think fit and proper for which no further consent of the other party shall be required, provided that the Developer shall not give possession of any part of the Developer's Allocation to any Third Party prior to delivery of the Owner's Allocation, duly completed, to the owner herein.



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4. Immediately after the building is completed in accordance with the Fourth Schedule of the Development Agreement and certified by the Architects to be fit for habitation, the Developer shall give a notice to the Owner to that effect and within seven days from the date of such notice being served upon the Owner, the owner shall be deemed to have taken over possession of the Owner's Allocation in the building and the Owner shall be liable to make payment of the proportionate share of municipal rates and taxes and outgoings including the maintenance charges payable in respect of such Owner's Allocation from such deemed date of possession.

5. The Developer shall be at liberty to assign his right, title, interest in this agreement to any party or parties if necessary, subject to written approval of the Owner.

J. OWNER'S OBLIGATION :

1. To sign the necessary documents to get all permissions, approvals and/ or required certificates from all concerned authorities or from any other authority as may be required for submitting the plan of 'the building' to the Kolkata Municipal Corporation or to any other authority at the cost and expenses of the Developer.
2. The Owner shall co-operate and assist the Developer in undertaking the work of development at the said property at the cost and expenses of the Developer.
3. The Owner shall execute Registered Power of Attorney in favour of the Developer to enable it to proceed with the said development project and for obtaining Licences and sanction of plans and required consents in respect of the building to be constructed at the said property thereby authorizing the Developer to represent the Owner before the Kolkata Municipal Corporation, BL & LRO, WBSEDCL and other Statutory bodies and authorities. The said Power of attorneys shall continue till the completion of sale of flats in the building pertaining to Developer's allocation by the Developer.
4. The Owner shall sign and execute all necessary applications, papers, documents and do all lawful acts deeds and things as legally and effectually needed by the Developer or his nominee for executing agreement for sale in respect of flats pertaining to the Developer's Allocation in the said property and for completing the construction of 'the building'.
5. To execute the Deeds of Conveyance and/ or transfers in respect of the undivided proportionate share in the land comprised in the said property attributable to Developer's Allocation and for the purpose of execution of the Deeds of Conveyance, it has been agreed that the Developer shall apportion the cost of the construction incurred by the Developer in constructing effecting and completing the Owner's Allocation amongst the various units comprised in the Developer's Allocation.



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6. The Owner individually undertake that they will not cause any hindrance in the lawful Construction of Housing Complex over and unto the said property in accordance with the duly sanctioned plan.
7. A 'Completion Certificate' obtained from Kolkata Municipal Corporation in respect of the building will be given to the Owner at the Developer's cost and expenses prior to delivery of possession of owner's allocation in the building by the Developer to the owner.
8. The cost of the main electric meter of the building by the WBSEDCL will be proportionately paid by the Purchasers of Developer's allocated flats and car parking spaces, Developer and landowner in the proposed building. Separate electric meter for individual flats may be provided at the cost of individual flat owners.

K. TAXES MAINTENANCE ETC. :

1. The taxes of the said property till the date of delivery of khas vacant possession of the same by the owner to the Developer shall be borne by the land owner.
2. The Municipal taxes, rates, charges and other outgoings of the said property from the period commencing from delivery of vacant possession of the same by the owner to the Developer till delivery of vacant possession of the owner's allocation in the building by the Developer to the owner shall be solely borne by the Developer.
3. The Owner and the Developer shall be liable to pay and bear all proportionate taxes, rates and charges for electricity and other services and other outgoings payable in respect of their respective shares of the built up area from the date of delivery of possession of the Owner's allocation/ share of the constructed area.
4. After the said building is completed and the Owner's Allocation is delivered to the owner all the flat owners shall form an Association and the said Association/society shall look after all related system regarding maintenance etc of the building formulating such Rules and Regulations as the Developer and members of the Association shall think fit and proper and the Owner shall be liable and agree to make payment of the proportionate share of the charges and/ or deposits payable in respect thereof.

L. MISCELLANEOUS :

1. The Owner shall not do any act deed or thing whereby the Developer is prevented from proceeding with the lawful construction of 'the building' on the said property in accordance with the sanctioned plan and terms of the instant Agreement.



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2. The Owner shall not enter into any agreement for sale or transfer in respect of the said property or enter into any agreement for granting of lease in respect of the said property except of the Owner's Allocation as hereinbefore stated.
3. Subject to the fulfilment of the obligations by the Developer as embedded in the instant Agreement the Owner shall not cancel or rescind this agreement until such time the said building is completed in terms of the Development Agreement and/or within the time frame of completion of the project as stated herein in this Agreement.
4. Nothing contained herein shall be deemed to be construed as a partnership or a joint venture between the Owner and the Developer.
5. None of the parties do any act deed or things whereby the other party is prevented from enjoying and/ or dealing with their respective allocation in terms of this agreement.
6. Both the parties hereby covenant with each other to do ALL THAT other act deed or thing as may be reasonably required by the Other Party for the purpose of giving effect to and/ or implementing this agreement.
7. In case of any dispute or difference, the same shall be referred to an independent arbitration under the provision of Arbitration and Conciliation Act, 1996. The Arbitration shall be conducted either by a Sole Arbitrator appointed with the consent of all parties.
8. The 'owner' shall not be liable and/or responsible for any accidents, mishaps and/or incidents endangering, causing and/or resulting in any sort of injury/loss of life, limb or property of any human being whether or not involved in the construction/ project of development of the said property.
9. The Developer shall indemnify and keep indemnified the owner against all loss, damages, costs, charges that may be incurred or suffered by the owner on account of any breach of any of the terms of these presents or any laws, rules, regulations or due to any accident or mishap during the progress of construction or due to any claim made by any third party in respect of such construction or otherwise howsoever.

FIRST SCHEDULE ABOVE REFERRED TO :

(Description of entire land)

ALL THAT piece or parcel of homestead land measuring about 5 Cottahs but on actual measurement the measurement of the said land is found 4 Cottahs 9 Chitaks 24 square feet more or less together with tin sheded structure measuring about 500 sq. ft. situated and lying at Police Station then Regent Park now Bansdroni, comprised in Dag No. 129, Khatian No. 341, under Khatian No. 340, Mouza Rainagar, Touzi No. 6, J.L. No. 47, R.S. No. 201, portion of premises No. P-120, Usha Park, K.M.C. premises No. 495, Hari Sava Math,



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Kolkata 700084, Sub-Registration Office Alipore, District South 24-Parganas, within K.M.C. Ward No. 112, butted and bounded as follows:

- ON THE NORTH - Premises No. P-125, Usha Park.
 ON THE SOUTH - 16 feet wide K.M.C. Road.
 ON THE EAST - Portion of Premises No. P-120, Usha Park.
 ON THE WEST - Plot of Dag No. 124.

SECOND SCHEDULE ABOVE REFERRED TO :

(Owner's Allocation)

"Owner's Allocation" shall mean as under:

a) 50% of the Kolkata Municipal Corporation sanctioned floor area which consists of the entire Second Floor, 50% of the Third Floor (front side) flat area along with 50% roof right of the ultimate roof (front side) along with proportionate share of common areas including land.

d) 50% of the K.M.C. sanctioned car parking space on the ground floor.

e) One office room (350 sq.ft. approx.) with rolling shutter door on the ground floor front side with one toilet sanctioned by the Kolkata Municipal Corporation.

f) One sanctioned puja room with water connection and one toilet which shall be constructed by the developer on the roof top and its entire cost of construction shall be borne by the owner.

b) Non adjustable cash consideration amount of Rs. 10,00,000/- (Rupees ten lakhs) only which is to be paid to the landowner in the following manner:

iii) Rs. 5,00,000/- (Rupees five lakhs) only to be paid at the time of registration of the Agreement for Development and registration of both General and Development power of attorneys in favour of the Developer.

iv) The remaining amount of Rs. 5,00,000/- (Rupees five lakhs) only is to be paid after two years from the date of sanction or at the time of giving possession to the owner whichever is earlier.

The owner is also entitled to shifting charge for a two BHK accommodation from the Developer commencing from the date of delivery of vacant possession of the



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existing premises till repossession in the owner's allocation in the newly constructed building.

THIRD SCHEDULE ABOVE REFERRED TO :
(Developer's Allocation)

“Developer's Allocation” shall mean the following :

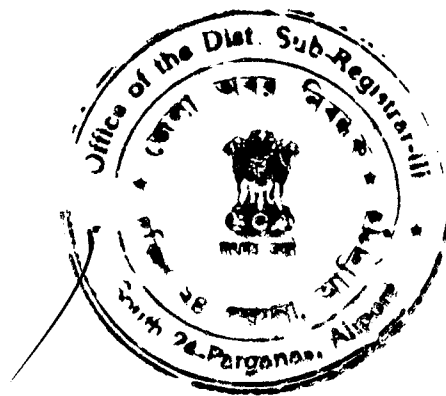
- a) 50% of the Kolkata Municipal Corporation sanctioned floor area consisting of the entire First Floor, 50% of the Third Floor (back side) area along with proportionate share of common areas including land.
- b) 50% of the car parking spaces on the Ground Floor.
- c) The Developer shall be entitled to the entire building except the owner's allocated F.A.R. on the development project.

FOURTH SCHEDULE ABOVE REFERRED TO:
(Specification)

GENERAL:

The entire work will be executed as per I.S.I. specification. The building is designed on R.C.C. footings and framed structure.

- a) R.C.C. Concrete work of M-20 (1:1-1/2 :3) and steel as per specification by Structural Engineer in foundation, Col. Beam, Slab etc. Steel should be used of TMT –FE-600 grade (Captain, Elegant, Adhunik, or equivalent), stone chip of ¾ down (Pakur) in Col. Beam and foundation and ¾ down in slab. Sand of course type. Cement Portland (Lafarge, Ambuja, Birla Plus, Ultra Tech 53 Grade). A thorough curing in all the R.C.C. works.
- b) The shuttering work will be preferably done by ply and /or wooden planks of standard quality and staging the props to be done by Sal-balla or stout bamboo.
- c) The P.C.C. work should be done with 1:3:6 ratio in stone chip, sand and cement.
- d) The R.C.C. work in foundation to be made as per structural plan or necessary other type of foundation which is solely on the decision and direction of the Structural Engineer.



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- e) Termite treatment on the entire land.

WALL :

Brick to be used : 1st class picket local make or AAC (Autoclaved Aerated Concrete) block of first class quality which will be widely used for the main structure. For the boundary wall good quality new brick to be used, will be properly cured with water before application. The mortar 1:6 (cement : sand). Walls should be finished with J.K. or Birla White wall putty.

- a) The external wall will be 200 mm (8") thick first class picket /brick or AAC (Autoclaved Aerated Concrete) blocks. The mortar between two layers will be preferably ½" thick. Bricks to be used will be properly cured with water before application. The mortar 1 : 6 (cement : sand).
- b) The internal partition wall will be 3" thick with first class bricks and wire mesh to be introduced at every alternate layer. Wall chasing for electrical conduit wiring should be done before plastering.
- c) Parapet wall with flower bed in the front roof.

WINDOWS :

All the windows shall be of aluminium make in style and rail of 2.5 mm thickness. Window panel shall be of 4 mm thick glass with white pinnate. Stair will have steel railing.

DOORS :

Main door frame shall be of 5" x 3" of sal wood and all internal door frames shall be of 75/65 mm with one coat of wood primer. All door shutters shall be 40 mm thick block board flash door. The main door shall be of wooden make. Toilet doors will be of PVC make. All fittings such as M.S. Hinges, Has bolt with handle, aluminium tower bolt, door stopper, vision apparatus, shall be provided to the main door. The main door of the second floor front flat will be of teak wood.

FLOORING :

All the flooring of the building shall be of standard quality 6' x 4' marble or 2' x2' vitrified floor tiles. Toilet shall have 6" inch dado and wall will have glazed tiles (size: 12" x 8").



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Kitchen wall will have glazed tiles (size: 12" x 8") up to a height of chimney from the coloured granite stone top table. The kitchen floor shall be of granite finish and the price difference of the granite from the marble will be paid by the landowner. The kitchen will also have stainless steel sink with drain board with one swan neck C.P. bib cock. Stair will be of marble finish with good polish.

WATER SUPPLY :

Each flat will be provided with water supply line from R.C.C. overhead tank. Overhead water tank shall be filled up by water pump fitted with the underground water reservoir for all flats.

GENERAL :

All the internal approach roads shall be finished with paver block tiles, 75 mm brick boundary wall up to a height of 5' feet with both sides plastered. The building shall be provided with water pump. The cost of the main electric meter of the building provided by the W.B.S.E.D.C.L. shall be proportionately borne by the landowner and all the individual flat owners.

EXTERNAL PAINTING :

All external walls will be painted with weather coat paint of reputed company like ICI Weather Shield, Berger, Asian Paints etc.

SANITARY AND PLUMBING :

All the internal horizontal soil and waste water pipes shall be of 100 mm and 50 mm diameter PVC pipes joint in cement. All the vertical soil, vent and waste pipes shall be of 100 mm and 50 mm diameter PVC pipes joint in cement mortar and exposed to walls. All the rain water pipes shall be of 100 mm diameter polythene. All water supply pipes shall be (oriplast and G.I.) exposed to walls. Toilets will have one no. European wall hanging Commode with cistern of standard company make. One no. white wash basin would be provided at the toilet and one no. coloured basin with stand will be provided at the dining-cum-living room. All toilets should have one shower and hot and concealed mixture. All bathroom fittings such as stop cock, bib cock, pillar cock etc. of the second floor front side flat will be of Jaquar Make.

ELECTRIFICATION :

All internal wiring shall be concealed in PVC conduit with copper wires of ISI marked reputed company. Switches of reputed company like Anchor will be provide in all the flats. Each bed room shall be provided with two nos. light point, one no. fan point, one no. AC point and one no. 5 amp. board plug point. Each drawing-cum-dining room shall be provided with two nos. light points, two nos. fan points, one no. 15 amp. plug point, two nos. 5 amp. board plug point and one no. call bell point and one AC point. Each kitchen shall be provided with one no. light point, one no. exhaust fan point, one no. 15 amp. plug point and one no. 5



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
16 OCT 2023

amp. board plug point. Each toilet shall be provided with one no. light point, one no. exhaust fan point, one no. ceiling fan point and one no. 5/15 amp. plug point. Each verandah shall be provided with one no. light point and one 5 amp plug point and one no. ceiling fan point. Good earthing with thunder arrester will be provided for safety.

ROOF:

Roof treatment will be done with a 1.5 inch RCC coating of cement, sand, ¼ inch stone chip mixed with Sika Latex over and above the main RCC concrete. It will be further covered with a net cement coating to stop any chance of water ceepage.

Lift:

Lift should be of standard quality and make.

FIFTH SCHEDULE ABOVE REFERRED TO:
(Common Facilities)

The common areas and facilities mentioned in this agreement shall include:-

- a) The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stairs, stair ways, entrance to and exist from the building and intended for common use.
- b) Water pump, water tank, septic tank, water pipes and other plumbing installations.
- c) Electrical wirings, meters and fittings (excluding those as are installed for any particular flats).
- d) Pump motor, meter box, servant toilet and lift room.
- e) Ultimate roof back side only and stair case room.
- f) Boundary walls and main gate.
- g) Drainage, under ground water reservoir and over head water tank.
- h) Open side spaces and open back spaces of the building.
- i) Lift room.

Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage user and occupation of the flats shall be in common except car parking spaces in the ground floor.



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS ALIPORE
16 OCT 2023

IN WITNESS WHEREOF the party hereto have sets and subscribed their respective hands and seals in this indenture of Sale on the day, month and year first above written.

SEALED, SIGNED AND DELIVERED
by the "PARTY" at Kolkata
in the presence of :-

1. *Ramendra Bhattacharya*
Ramendra Bhattacharya.
22 New Park, Beliata.
Brahmapur,
Po-Bansdroni
KOL. 700070

2. *Malabika Bagchi*
B-120/1 Usha Park.
P.O. Garia, Kolkata.

Malabika Bagchi

Signature of the OWNER
For AMBIENTE CONSTRUCTION

Manu Chakraborty
Proprietor

Signature of the DEVELOPER
Proprietor

Drafted by me :-

Manu Mukhopadhyay

Advocate
Alipore Police Court
Kolkata-700027

WB-30/08

(Signature)

NOT AMBIENTE CONSTRUCTION

Prohibition



DISTRICT SUB REGISTRAR-III
SOUTH 24 PARGANAS ALIPORE
16 OCT 2023

MEMO OF CONSIDERATION

Received from and within named Developer the within mentioned amount of Rs. 5,00,000/- (Rupees five lakhs) only out of the total consideration amount of Rs. 10,00,000/- (Rupees ten lakhs) only with this Agreement for Development and rest amount of Rs. 5,00,000/- (Rupees five lakhs) only will be paid in the manner as stated in the payment schedule of this Agreement.

Cheque No: 842189 Dated: 16/10/2023 Rs. 5,00,000/-

Drawn on : _____, Branch : Indian Bank
Roy nagar Bansdroni

Total:

Rs. 5,00,000/-

Witnesses:

1. Ramesh Bhatnagar

2. Anguraj

Malabika Bagchi

SIGNATURE OF THE OWNER

Malabika Bagchi



DISTRICT SUB REGISTRAR-III
SOUTH 24 PGS. ALIPORE
16 OCT 2023

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Monaika Bagchi*



Thumb 1st finger Middle Finger Ring Finger Small Finger

left hand					
right hand					

Name

Signature *Manu Chakraborty*

Thumb 1st finger Middle Finger Ring Finger Small Finger

PHOTO	left hand					
	right hand					

Name

Signature



DISTRICT SUB REGISTRAR-III
SOUTH ALIPORE ALIPORE
16 OCT 2023

16 OCT 2023
SOUTH ALIPORE ALIPORE
DISTRICT SUB REGISTRAR-III



BAR COUNCIL OF WEST BENGAL
(STATUTORY BODY UNDER THE ADVOCATES ACT 1961)
2 & 3, KIRAN SANKAR ROY ROAD, KOLKATA-700 001
PHONE : 2248 8956/7233
IDENTITY CARD



Name.....

MANU MUKHOPADHYAY Advocate

Father's/Husband's Name.....

SAMBHU SARKAR

Asit Baran Basu
ASIT BARAN BASU
CHAIRMAN EX-COMMITTEE

Arun Kumar Sarkar
ARUN KUMAR SARKAR
CHAIRMAN

Major Information of the Deed

Deed No :	I-1603-16621/2023	Date of Registration	16/10/2023
Query No / Year	1603-2002554246/2023	Office where deed is registered	
Query Date	06/10/2023 4:21:10 PM	D.S.R. - III SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	MANU MUKHOPADHYAY ALIPORE POLICE COURT, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9433182370, 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 : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 38,57,628/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 5,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



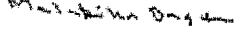
District: South 24-Parganas, P.S:- Regent Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Harisabha Math, , Premises No: 495, , Ward No: 112 Pin Code : 700070

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	4 Katha 9 Chatak 24 Sq Ft		37,22,628/-	Width of Approach Road: 16 Ft.,
Grand Total :				7.5831Dec	0 /-	37,22,628 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	500 Sq Ft.	0/-	1,35,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 500 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		500 sq ft	0 /-	1,35,000 /-	




Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mrs MALABIKA BAGCHI Wife of Mr SHAKTI BRATA BAGCHI Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office	Photo  16/10/2023	Finger Print  Captured LTI 16/10/2023	Signature  16/10/2023
P-120, USHA PARK, City:- Not Specified, P.O:- GARIA, P.S:-Bansdroni, District:-South 24-Pargana West Bengal, India, PIN:- 700084 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYxxxxxx8R, Aadhaar No: 38xxxxxxxx4575, Status :Individual, Executed by: Self, Date of Execution: 16/10/2023 , Admitted by: Self, Date of Admission: 16/10/2023 ,Place : Office				


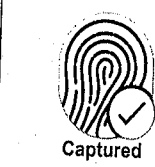
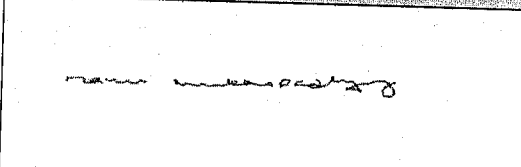
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	AMBIENTE CONSTRUCTION 32, H.L. SARKAR ROAD, City:- Not Specified, P.O:- BANSDRONI, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700070 , PAN No.:: ACxxxxxx8J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ATANU CHAKRABORTY (Presentant) Son of Late PULIN BEHARI CHAKRABORTY Date of Execution - 16/10/2023, , Admitted by: Self, Date of Admission: 16/10/2023, Place of Admission of Execution: Office	Photo  Oct 16 2023 2:05PM	Finger Print  Captured LTI 16/10/2023	Signature  16/10/2023
32, H.L. SARKAR ROAD, City:- Not Specified, P.O:- BANSDRONI, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700070, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx8J, Aadhaar No: 37xxxxxxxx6291 Status : Representative, Representative of : AMBIENTE CONSTRUCTION (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mrs MANU MUKHOPADHYAY Wife of Mr SAMBHU SARKAR ALIPORE POLICE COURT, City:- Not Specified, P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027		 Captured	
	16/10/2023	16/10/2023	16/10/2023

Identifier Of Mrs MALABIKA BAGCHI, Mr ATANU CHAKRABORTY

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs MALABIKA BAGCHI	AMBIENTE CONSTRUCTION-7.58313 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mrs MALABIKA BAGCHI	AMBIENTE CONSTRUCTION-500.00000000 Sq Ft

Endorsement For Deed Number : I - 160316621 / 2023

On 16-10-2023

Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:38 hrs on 16-10-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr ATANU CHAKRABORTY .

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 38,57,628/-

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

Execution is admitted on 16/10/2023 by Mrs MALABIKA BAGCHI, Wife of Mr SHAKTI BRATA BAGCHI, P-120, USHA PARK, P.O: GARIA, Thana: Bansdrani, , South 24-Parganas, WEST BENGAL, India, PIN - 700084, by caste Hindu, by Profession House wife

Indetified by Mrs MANU MUKHOPADHYAY, , , Wife of Mr SAMBHU SARKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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

Execution is admitted on 16-10-2023 by Mr ATANU CHAKRABORTY, PROPRIETOR, AMBIENTE CONSTRUCTION (Sole Proprietorship), 32, H.L. SARKAR ROAD, City:- Not Specified, P.O:- BANSDRONI, P.S:-Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700070

Indetified by Mrs MANU MUKHOPADHYAY, , , Wife of Mr SAMBHU SARKAR, ALIPORE POLICE COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,053.00/- (B = Rs 5,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2023 10:10AM with Govt. Ref. No: 192023240250825338 on 09-10-2023, Amount Rs: 5,021/-, Bank: SBI EPay (SBlePay), Ref. No. 9631392014335 on 09-10-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 500.00/- by online = Rs 6,521/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 20649, Amount: Rs.500.00/-, Date of Purchase: 12/10/2023, Vendor name: Subhankar Das

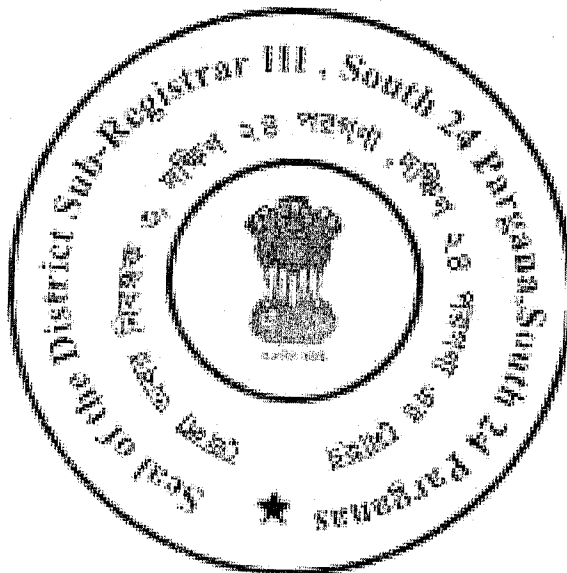
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/10/2023 10:10AM with Govt. Ref. No: 192023240250825338 on 09-10-2023, Amount Rs: 6,521/-, Bank: SBI EPay (SBlePay), Ref. No. 9631392014335 on 09-10-2023, Head of Account 0030-02-103-003-02

Debasish Dhar
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - III SOUTH 24-
PARGANAS
South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1603-2023, Page from 486273 to 486298
being No 160316621 for the year 2023.



Dhar

Digitally signed by Debasish Dhar
Date: 2023.11.22 14:05:20 +05:30
Reason: Digital Signing of Deed.

(Debasish Dhar) 22/11/2023

DISTRICT SUB-REGISTRAR

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

West Bengal.