I- 11164/23 11638 23 भारतीय गैर न्यायिक INDIA NON JUDICIAL ₹.5000 पाँच हजार रुपये পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL K 838920 77.7.23 N1834760 \_erufied that the document is admitted

registration. The signature sheets and the endrossement sheets attached with the document are the part of this document.

> District Sub-Register-III Alipore, South 24-pargames

> > 27 JUL 2023

## MEMORANDUM OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF DEVELOPMENT AGREEMENT made this the 27/6 day of

2 0 JUL 2023 13056 . Amit we chouse borty. Name: Advocate Address : ..... Alipur Police Court endor: Dulo hamle od Kolkata-27 Hoore Collectorate, 24Pgs. (South) SUBHANKAR DAS 13056=50001 STAMP VENDOR Alipore Police Court, Kol-27 BISTRICT SUB REGISTRAR-III Anit Kumar Chakrabory

for date Sushil gopal Chakrabory

todocate, Alipore Police Court 2 7 JUL 2023

2023 ( Two Thousand and Twenty Three) Nagar, Kolkata-700092, (1) SRI TANMOY CHATTERJEE (PAN-ADTPC 0639B) (AADHAAR No- 8575 9642 4725 ) (Mobile No- 6289762495) son of Jiban Krishna Chatterjee, by Faith-Hindu, by Occupation-Business by Nationality-Indian, residing at 2/41 B, Sanghati Colony, Post Office- Regent Estate, Police Station- Jadavpur now Netaji Nagar, Kolkata- 700092 and (2) SMT. CHAMPA CHATTERJEE (PAN- AFGPC 3678F) (AADHAAR No- 6857 8493 4569) (Mobile No- 6290784925) daughter of Nirodh Kumar Roy Chowdhury, wife of Sri Tanmoy Chatterjee, by Faith-Hindu, by Occupation-House wife, by Nationality- Indian, residing at 2/41 B, Sanghati Colony, Post Office- Regent Estate, Police Station- Jadavpur now Netaji Nagar, Kolkata- 700092 hereinafter Jointly called and referred to as the OWNERS/VENDORS (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, successors, administrators, legal representatives and or assigns) of the ONE PART

#### AND

AMAR BASA PRIVATE LIMITED (PAN- AAOCA5307R) (Mobile No- 8697909888) a Private Limited Company incorporated under the Company Act 1956 having its registered Office at 50, Pallisree, Police Station- Jadavpur now Netaji Nagar, Post Office- Regent Estate, Kolkata-700092, represented by its Managing Director MR. RAJAT GHOSH (PAN- ALSPG 8130E) (Aadhaar No-7250 8936 1921) (Mobile No- 8697909888) son of Late Dhiren Chandra Ghosh, by Faith-Hindu, by Occupation- Business, by Nationality- Indian residing at 10/46, Bijoygarh, Post Office- Jadavpur University, Police Station- Jadavpur ,Kolkata- 700032 hereinafter called and referred to as the DEVELOPER (Which term or expression shall unless excluded



by or repugnant to the subject or context be deemed to mean and include its, executors, Successors, Successor-in-Office, administrators, legal representatives and or assigns) of the

OTHER PART

WHEREAS after the Partition of India, a large number of residents of former East Pakistan (now Bangladesh) crossed over and came to the territory of the State of West Bengal from time to time due to force circumstances beyond their control, and the Government of West Bengal offered all reasonable facilities to such persons for residence in West Bengal and a considerable number of such people were compelled by circumstances to use vacant Lands in the urban areas for homestead purpose.

AND WHEREAS one SMT PRAFULLA BALA BANERJEE during her lifetime, was one of such person, came to the territory of the State of West Bengal and started to live at Mouza- Raipur, under Police Station- Tollygunge then Jadavpur, District-24 Parganas now 24 Parganas (South) in respect of the bastu Land measuring more or less 4 Cottas 3 Chittaks 27 Sq. feet with her family members by erecting structures thereon.

AND WHEREAS the said <u>SMT PRAFULLA BALA BANERJEE</u> being a bonafide refuge displaced from East Pakistan now Bangladesh, approached the Government of West Bengal for a Plot of Land for her rehabilitation.

AND WHEREAS the Government of West Bengal with intent to rehabilitate the Refugees hailed from East Pakistan now Bangladesh acquired land in C.S Plot No- 157(P) at Mouza- Raipur, under Police Station- then Tollygunge thereafter Jadavpur, now Netaji Nagar, District- 24 Parganas now 24 Parganas (South) in the Urban area under provision of L.D.P Act 1948/L.A Act I of 1894.



Subsequently the <u>REFUGEE RELIEF AND REHABILITATION DEPARTMENT OF</u>

WEST BENGAL from the said scheme, finally allotted the aforesaid Plot of Land measuring more or less 4 Cottas 3 Chittaks 27 Sq. feet in favour of said <u>SMT PRAFULLA BALA BANERJEE</u>.

Thereafter on 26<sup>th</sup> day of August 1991, by virtue of a Registered Deed of Gift THE GOVERNOR OF THE STATE OF WEST BENGAL transferred and conveyed the said Plot of Land measuring more or less 4 Cottas 3 Chittaks 27 Sq. feet in favour of said SMT PRAFULLA BALA BANERIEE. On condition that the DONEE, therein, shall have no right to alienate or transfer in any way the Land in any manner whatsoever within a period of 10 years from the date of the said Deed of Gift without obtaining prior written permission of the DONOR, the Government of the State of West Bengal therein. The said Deed was duly executed and Registered in the Office of the Addl. District Registrar at Alipore, 24 Parganas (South) and recorded in its Book No-1, Volume No-23, Pages 273 to 276, being No- 1719 for the year 1991. The aforesaid Property is lying and situated at Mouza- Raipur, LOP No-1, C.S Plot No-157 (P), J.L No-33, Police Station- then Tollygunge thereafter Jadavpur, now Netaji Nagar, Kolkata- 700092, District- 24 Parganas (S) within the limits of Kolkata Municipal Corporation, K.M.C ward No-98 Known as Postal Plot No- 1, Ganguly Bagan, Post Office-Regent Estate, Police Station-Jadavpur now Netaji Nagar, Kolkata- 700092 and had been possessing and enjoying the said property by erecting structures thereon.

AND WHEREAS while thus the said SMT PRAFULLA BALA BANERJEE had been possessing and enjoying the aforesaid Property as an absolute Owner, on 15.04.1993 died intestate leaving behind surviving her one son TARAPADA BANERJEE and Two daughters namely ALO CHAKRABORTY and CHHAYA AICH BHOWMICK as her only legal



heirs and successors to inherit jointly the aforesaid Property as left by <u>SMT PRAFULLA BALA BANERJEE</u> since deceased. Be it mentioned here that Suda Ranjan Banerjee, the husband of late <u>SMT PRAFULLA BALA BANERJEE</u> died long ago.

AND WHEREAS on and from 25.08.2001 "the condition not to alienate or transfer the aforesaid Property within the period of 10 years from the date of these present" has been elapsed. Now the said property is free from all encumbrances and the same is marketable.

AND WHEREAS while thus the aforesaid legal heirs namely TARAPADA

BANERJEE and Two daughters namely ALO CHAKRABORTY and CHHAYA AICH BHOWMICK

had been jointly possessing, enjoying and occupying the aforesaid Property, one of the

Legal heirs TARAPADA BANERJEE died on 05.02.2018. Be it mentioned here that RUBI

BANERJEE, the wife of Tarapada Banerjee, died on 09.06.2010. They had no issue. So the

undivided 1/3<sup>rd</sup> share of the aforesaid Property devolved upon his Two sisters namely ALO

CHAKRABORTY and CHHAYA AICH BHOWMICK.

THUS ALO CHAKRABORTY and CHHAYA AICH BHOWMICK became the joint Owners in respect of the Land measuring more or less 4 Cottas 3 Chittaks 27 Sq. feet with structures thereon lying and situated at Mouza- Raipur, LOP No-1, C.S Plot No-157 (P), J.L No-33, known as Plot No-1, Ganguly Bagan, Post Office- Regent Estate, Police Station-Jadavpur now Netaji Nagar, Kolkata- 700092, District-24 Parganas (South) within K.M.C ward No-98.

AND WHEREAS while thus the aforesaid OWNERS have been possessing enjoying and occupying the aforesaid Property jointly for better use and enjoyment of the said property in future, the aforesaid OWNERS namely ALO CHAKRABORTY and CHHAYA



AICH BHOWMICK mutually partitioned the said Property by metes and bounds. They mutually divided the said Land into Two Parts and ALO CHAKRABORTY has been possessing, enjoying and occupying undivided ½ share of the Western side, the Land measuring more or less 2 Cottas 1 Chittak 36 Sq. feet. Subsequently she constructed one storied Building there on measuring more or less 500 Sq feet and CHHAYA AICH BHOWMICK has been possessing, enjoying and occupying undivided ½ share of Eastern side Land measuring more or less 2 Cottas 1 Chittak 36 Sq. feet with Tin shed Structures thereon. The aforesaid Owners have been possessing, occupying and enjoying their respective share of land with structure for years together.

AND WHEREAS subsequently on 02.02.2023 one of the Joint Owners ALO

CHAKRABORTY died intestate leaving behind surviving her only daughter SASWATI

BHATTACHARYA as her only legal heirs and successors to inherit her undivided ½ share of land on the Western side of the aforesaid Property as left by Alo Chakraborty since deceased. Be it mentioned here that Nilkantha Chakraborty, the husband of Alo Chakraborty, died about Four years ago.

THUS SASWATI BHATTACHARYA has been possessing, enjoying and occupying undivided ½ share of the Western side Land measuring more or less 2 Cottas 1 Chittak 36 Sq. feet with One Storied Building there on measuring more or less 500 Sq feet and CHHAYA AICH BHOWMICK has been possessing, enjoying and occupying undivided ½ share of Eastern side Land measuring more or less 2 Cottas 1 Chittak 36 Sq. feet with Tin shed Structures thereon lying and situated at Mouza- Raipur, LOP No-1, C.S Plot No-157 (P), Police Station- Jadavpur, now Netaji Nagar, Kolkata-700092, District- 24 Parganas(s).



Known as Postal Plot No- 1, Ganguly Bagan and have been possessing and enjoying their respective portion of the aforesaid Property without any interruption.

Subsequently <u>SASWATI BHATTACHARYA</u> and <u>CHHAYA AICH BHOWMICK</u> jointly mutated their names before the Kolkata Municipal Corporation in respect of the aforesaid Property known as K.M.C Premises No- 28/12, Raipur Road, Police Station- Jadavpur, now Netaji Nagar, Kolkata- 700092, District- 24 Parganas (S) within K.M.C Ward No- 98, being Assessee No- 210980809900.

Owners, due to personal in conveyances to Look after her undivided ½ share of the Western side Land measuring more or less 2 Cottas 1 Chittak 36 Sq. feet out of more or less 4 Cottas 3 Chittaks 27 Sq. feet land with one Storied Building there on measuring more or less 500 Sq feet, she on 01.03.2023 executed and registered a General Power- of-Attorney in favour of her mother-in-law, Smt. Gouri Bhattacharya. Which was registered before the Office of the D.S.R-III, Alipore 24 Pargan(s) and recorded in its Book No-I, being Deed No- 160303143 for the year-2023.

AND WHEREAS subsequently SASWATI BHATTACHARYA, one of the joint Owners, through her Attorney on 19.052023 by virtue of a Registered Deed of Conveyance, sold transferred and conveyed ALL THAT piece and parcel of undivided Western side land measuring more or less 2 Cottas 1 Chittak 36 Sq feet out of more or less 4 Cottas 3 Chittaks 27 Sq. feet land with one Storied Building standing thereon known as portion of K.M.C Premises No-28/12, Raipur Road, Post Office-Regent Estate, Police Station- Netaji Nagar, within KMC ward No-98, District-24 Parganas (S) jointly in favour of SRI TANMOY CHATTERJEE and SMT. CHAMPA CHATTERJEE, the Owners herein. Which was registered



before the Office of the D.S.R-III 24 Parganas (South) and recorded in its Book No-I, being No- 160306918 for the year 2023.

AND WHEREAS after the said two registered deed of Conveyance SRI TANMOY

CHATTERJEE and SMT. CHAMPA CHATTERJEE, became the joint Owners in respect of bastu Land measuring more or less 4 Cotta 3 Chittaks 27 Sq. feet with structures thereon lying and situated at Mouza- Raipur, LOP No-1, C.S Plot No-157 (P), Postal Plot No-1, Ganguly Bagan, known as K.M.C Premises No- 28/12, Raipur Road, Police Station- Jadavpur, now Netaji Nagar, Kolkata- 700092, District- 24 Parganas (s) within K.M.C Ward No-98.



AND WHEREAS while thus the aforesaid SRI TANMOY CHATTERJEE and SMT.

CHAMPA CHATTERJEE, have been possessing, occupying and enjoying the bastu Land measuring more or less 4 Cotta 3 Chittaks 27 Sq. feet with structures standing thereon, decided to construct a new G+4 -Storied Building on the aforesaid Plot of land as per Sanction Building Plan and specification from the Kolkata Municipal Corporation after demolishing the existing Structures thereon, but the aforesaid Owners were not in the position to construct the new G+4-Storied Building on the aforesaid Plot of land due to financial inconvenience, were in search of a Developer who will be able to implement of such scheme of construction work on the aforesaid Plot of land by constructing a new G+4-Storied Building on the said Property of the Owners with its own resources and man power.

AND WHEREAS the Party of the Other Part AMAR BASA PRIVATE LIMITED a Private Limited Company incorporated under the Companies Act 1956 having its registered Office at 50, Pallysree, Post Office- Regent Estate, Police Station- now Netaji Nagar, Kolkata-700092 represented by its Managing Director namely SRI RAJAT GHOSH by Faith- Hindu, by Occupation- Business, by Nationality-Indian, residing at 10/46, Bijoygarh, Post Office-Jadavpur University, Police Station- Jadavpur, Kolkata- 700032, engaged in the Business of Building construction, approached the Owners to engage the Firm for the purpose of development of the said property by constructing a new G+4-Storied Building with Lift facility thereon as per Sanction Building Plan and specification from the Kolkata Municipal Corporation at the cost of the Developer and both the Owners and the Developer discussed the matter thoroughly to their respective benefits and interest for such development of the said land by constructing a new G+4-Storied Building thereon and being satisfied the Owners have accepted the proposal of the Developer and agreed to engage the Developer



for implementation of the said project, and having been satisfied with the title of the Owners in respect of the said property the Developer agreed to develop the aforesaid property by constructing a new G+4-Storied Building on the aforesaid Plot of land as per Sanction Building Plan and Specification, accordingly the Developer and the Owners have agreed and entered into this Memorandum of Agreement on the following terms and conditions:-

### TERMS AND CONDITIONS

# 1. OWNER'S RIGHT AND REPRESENTATION:

- a) That the said Property is not affected by any provision of Urban land (ceiling and Regulation) Act, 1976 and the same is free from all kinds of encumbrances, liens, lispendens, charges or Mortgage whatsoever.
- b) That the Owners declare and represent that they have good and absolute right, title and interest over the said Property and they have every right and liberty to enter into these presents with the Developer for Development of the said Property by constructing a new G+4-storied Building thereon. And hereby undertake to indemnify and keep the Developer indemnified against any loss, damage, claim, action, demand and risk whatsoever that may arise in respect of the Title of the Land Owners relating to the said Property.

### 2) OWNER'S OBLIGATIONS:

a) That the Owners shall hand over the vacant possession of the said Land and give license to the Developer for the construction of the new G+4-Storied Building thereon as per Sanction Building Plan and Specification from the Kolkata Municipal Corporation after



demolishing the existing structure thereon. Before submitting Building Plan to the Kolkata Municipal Corporation for Sanction, the Plan should be approved by the Owners.

b)That the Owners shall not do any act or thing whereby the Developer may be prevented from construction and or completion of the proposed G+4-Storied Building thereon.

c) That the Owners herein declare and assure that in the demise of any of the Owners or both of the Owners during the subsistence of these Development work his/their heirs, shall sign and register a fresh supplementary Development Agreement on the same terms and conditions and shall execute and register a Development Power-of-Attorney in favour of the Developer for the Purpose of carrying out and or implementation of the said construction works

d)That the Owners shall give exclusive right to the Developer for the construction of a new G+4-Storied Building thereon as per Sanction Building Plan and Specification from the Kolkata Municipal Corporation. For smooth running of the construction works, the Owners shall execute and Register a Development Power of Attorney unto and in favour of the Developer.

#### 3. THE DEVELOPER'S RIGHT AND OBLIGATIONS:

a) That after executing of these Development Agreement and Development Power-Of — Attorney the Developer submit Building Plan before the Kolkata Municipal Corporation for obtaining Sanction of the said Plot of Land and after Sanction the Developer shall commence the Construction works of the proposed New G+4-Storied Building on the said Plot of land of the Owners in accordance with the Sanction Building Plan and specification, and agree to complete the said construction works within the period of 24 (Twenty Four)



months after starting the construction work. The Owners shall hand over the vacant possession of the aforesaid plot of land unto and in favour of the Developer in smooth implementation of the said project of the Owners.

- b) That the construction period of 24 months from the date of starting the construction work, be extended for not more than 6 (six) months, given by the Owners to the Developer, in case the Building remains incomplete owing to any unavoidable circumstances i.e war, rebellion, strike, fire, earth-quake, Pandemics etc. or for any reason beyond the control of the Developer.
- c) That on completion of the proposed G+4-Storied Building as per Sanction Building Plan and specification from the Kolkata Municipal Corporation, the Developer shall deliver jointly to the Owners, the entire Fifth Floor (Top Floor) AND Two Front side Car Parking Space measuring more or less 135 Sq. feet each on the Ground Floor, in habitable condition of the proposed G+4-Storied Building.

And the remaining constructed area consisting of several Flats and Car Parking Spaces of the proposed G+4-Storied Building TOGETHER WITH undivided proportionate share of land attributable to the said remaining constructed area of the proposed G+4-Storied Building along with all easement rights attached therein and thereto common with other Flat Owners shall be treated "DEVELOPER'S SHARE OF ALLOCATION" and the Developer is entitled to sell, convey and or transfer out of their allocation, the Flat or Flats ,Car Parking space or spaces, to any prospective Purchaser or Purchasers or otherwise the Developer have the right and liberty to enjoy any portion of its allocation as its absolute discretion and having every right and liberty to use and enjoy all common rights, benefits ,privileges and facilities attached therein and thereto.



- d) That the Developer already paid all the arrear Municipal Taxes and Mutation cost in respect of the schedule below "A" property. The Developer shall pay the Municipal taxes till the handing over possession of the constructed area of the proposed new G+4-Storied Building in favour of the Owners towards OWNER'S ALLOCATION.
- e) That the Developer shall use the existing water connection for the project purpose and thereafter either the existing water connection shall properly utilize for new Building or shall connect new water service line from the KMC road for the new Building at the cost of the Developer.

AND the Developer shall use the existing electric meter for the project purpose and thereafter the Developer shall install main service electric meter for the entire newly constructed Building at the cost of the Developer after surrendering the existing electric service line. The cost of installation of main service electric meter shall be distributed among the Purchasers . The Purchaser shall bear the cost of individual electric meter.

f) That the Developer is hereby empowered to obtain financial assistance at its own risk and responsibility from any private Bank , Nationalized Bank and or financial institution for the purpose of the completion of the said construction work of the new Building by virtue of strength of Developer's Allocation as envisaged in this Agreement and the Owners shall not raise any objection in this respect. It is however clarified that in this respect the Owners' Allocation as envisaged above shall not be utilized or be held liable for such loan amount and the liabilities in regard to the said loan in no way creating responsibilities upon the Owners and their family members. It is also assured by the Developer that the original title



deed and other original documents in respect of the property of <u>Schedule "A"</u> hereunder written shall not be hypothecated but if necessity arises, the Developer shall take prior permission from the Owners on written assurance that the Owner's Allocation shall not be utilized for such hypothecation at the financial institution.

- g) That the Developer shall have right to engage any sub-contractor to construct the new Building as per Sanction Building Plan but the Developer shall not induct any new Developer as a third Party for the purpose.
- h) The Developer shall have the right and liberty to enter into any Agreement for Sale or any other covenant with any person or persons in advance for the sale of the proposed construction out of its Allocation and to that effect the Owners at the same time shall execute and register a <u>DEVELOPMENT POWER-OF-ATTORNEY</u> in favour of the Developer giving several Power and Authority for construction of G+4-Storied Building on the schedule below Plot of Land including to take money as advance from such intending Purchaser/Purchasers in respect of the sale of the Developer's share of allocation.

## 4. THE OWNERS HEREBY AGREE AND COVENANTS WITH THE DEVELOPER as follows:

- a)Not to cause any interference or hindrance in the construction of the said proposed G+4
  Storied Building at the said premises by the Owner or any other persons appointed or engaged by them.
- b) Not to does any act, deed or thing whereby the Developer may be prevented from selling, assigning and or disposing of any of the Developer's allocated portion in the new Building of the said Premises



- c) To remain bound to execute all Agreement for sale or Deed of Conveyance as and when the Developer requires towards Developer's share of allocation.
- d) That it is further agreed by and between the Parties that the Owners shall hand over the original title Deed and all other original documents relating to the title of the said property against valid receipt to the Developer and the same will be retained by the Developer until completion of the entire Building as well as the Registration of the Developer's Share of constructed area. Thereafter the Developer shall handover the Original documents in favour of the Flat Owners Association in presence of the Owner.
- e) That at the instance and on the request of the Developer, the Owners shall be liable to execute Deed of Conveyance in respect of the complete Flat or Flats, Space or Spaces and together with undivided proportionate share in the land at the said Premises in different buyers and or nominees of the Developer

## 5. THE OWNERS AND THE DEVELOPER DO HEREBY DECLARE AND COVENANAT as follows:

- a) That after registration of these presents the Owners shall hand over the vacant possession of the Schedule below land in favour of the Developer. After completion of G+4-Storied Building, the said Owners shall within 30 days of "Notice" from the Developer that the Owner's allocation in the new G+4-Storied Building is ready for handover in all respect, the Owners shall take possession of the Flats and Car Parking Space of their allocation with satisfaction, Failing which, after the expiry of the said 30 days of Notice the Developer shall cease all the responsibility.
- b) That the debris i.e the materials, after demolition of the existing structures on the aforesaid plot of land, shall exclusively be the property of the Developer.



- c) That after completion of the new G+4-Storied Building on the Schedule mentioned property of the Owners, the Developer shall deliver First the undisputed possession of the constructed area to the Owners in respect of the Owner's Allocation <u>TOGETHER WITH</u> the right to use common parts, facilities and amenities.
- d) That the Owners hereby agreed and covenant with the Developer that the Owners shall have no right and /or liberty to interfere in those transactions made between the Developer and the intending Purchaser/purchasers in any manner whatsoever and further the Owners are not entitled to claim the profit of the said ventures.
- e) That subsequently if it appears that the Owners, at the time of registering this presents, suppressed some material facts regarding the said Property which affects the title of the Property and the said Property is encumbered and the same is not free and marketable, in that event the above Owners shall be responsible for that and shall take over all sorts of problem and to meet up all the claims of the claimant from their own share of allocation failing which the Owners shall pay to the Developer all the cost and expenses incurred by the Developer relating to the said property.
- f) That after Registration of these presents the Owners shall handover the vacant possession of the said Property for demolishing the existing structure thereon.
- g) That the Owners and the Developer shall be exclusively entitled to their respective share of allocation on the new G+4-Storied Building proposed to be constructed on the said land with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or demands or interest therein whatsoever of the others and the Owners shall not in any way interfere with or disturb the quiet and peace full possession of the Developer's Allocation.



- h) That the Developer at it's own costs and expenses shall construct the proposed G+4-Storied Building with Lift Facility.
- i) That the present Owners and the other Flat Owners/ occupants of the proposed G+4-Storied Building shall not use their respective units for any illegal or immoral trade or activity nor shall use the same for any purpose which may cause any nuisance, annoyance or hazard to the other Occupiers or Purchasers of the Apartments of the new Building.
- j) Save and except what has been specifically stated herein above all disputes and differences between the Parties arising out of the meaning, construction or contents of this Agreement shall be adjusted by the Advocate of both the Parties. The decision of the Advocate shall be abide by the Owner and the Developer.
- k) That if the Developer (except unforeseen reasons) fail to hand over the constructed area to the Owner towards Owner's Allocation within the stipulated period of 30 months in that case the Developer shall pay Rs 10,000/ (Rs Ten Thousand) only per month to the Owner as compensation.
- m) That it is further agreed by both the parties herein , in absence of the Owners, the legal heirs and successors shall liable to abide by the terms and conditions of this Development Agreement in future without any plea.
- n)That after completion of the proposed G+4 -Storied Building the right to use and enjoy the Roof will be common of the Flat Owners.
- That both the Parties herein do hereby undertake to co-operate with each other in all respect to materialize the said Development project within the stipulated time.
- k) That the Developer, after completion of the proposed G+4-Storied Building , shall held responsible for minor repairs of the said Building up to 10 years.



That the property over which the proposed G+4-Storied Building shall be constructed by the Developer at its own cost and expenses as per Sanctioned Building Plan and Specification of the Kolkata Municipal Corporation is mentioned in the SCHEDULE "A" hereunder written and the Owner's share of Allocation is mentioned in the SCHEDULE "B" hereunder written AND the Developer's share of Allocation is mentioned in the SCHEDULE "C" hereunder written and in common obligations and facilities as mentioned in the SCHEDULE "D" hereunder written and Common Expenses as mentioned in the SCHEDULE "E" hereunder written and Works specification as mentioned in the SCHEDULE "F" here under written.

### SCHEDULE "A" ABOVE REFERRED TO

#### (ENTIRE PROPERTY)

ALL THAT piece and parcel of entire. Land measuring more or less 4 Cottas 3 Chittaks 27 Sq. feet with one Storied Building measuring more or less 500 Sq. feet and Tin shed structure measuring more or less 500 Sq. feet standing thereon with all easement rights attached therein and thereto lying and situated at Mouza- Raipur, LOP No-1, C.S Plot No-157 (P), J.L No-33, at Postal Plot No-1, Ganguly Bagan, also known as K.M.C-Premises No-28/12, Raipur Road, Post Office-Regent Estate, Police Station- Netaji Nagar, District-24 Parganas (S) within Kolkata Municipal Corporation ward No-98, which is butted and bounded as follows:

ON THE NORTH : By 6' feet Passage

ON THE SOUTH : By 15' feet Road

ON THE EAST : By House of Karmakar.

ON THE WEST : By 34.6 Sq. feet K.M.C Road



## SCHEDULE "B" AS REFERRED TO ABOVE

(Owner's Allocation)

ALL THAT on completion of the proposed G+4 -Storied Building as per Sanctioned Building Plan and specification of the Kolkata Municipal Corporation, the Developer shall deliver jointly to the Owners, the entire Fifth Floor (Top Floor) AND Two Front side Car Parking Space on the Ground Floor, in habitable condition of the G+4-Storied Building jointly in favour of the Owners. TOGETHER WITH undivided proportionate share of land attributable to the said the entire Fifth Floor and Two Front side Car Parking Space on the Ground Floor, along with all easement right attached therein and thereto common with other Flat Owners of the proposed G+4--Storied Building at the said Premises mentioned in the "SCHEDULE" A"

## SCHEDULE "C" ABOVE REFERRED TO

( Developer's Allocation)

ALL THAT the remaining constructed area of the Proposed G+4-Storied Building other than Owner's Allocation specifically allotted TOGETHER WITH undivided proportionate share of land attributable to the said constructed area other than Owner's Allocation of the said G+4-Storied Building including all user and easement rights and all other common rights, benefits, facilities etc. in common parts and service areas attached therein and thereto common with other Flat Owners of the proposed G+4-Storied Building at the said-Premises mentioned in the "SCHEDULE"A" herein above will be the allocated constructed area of the Developer.



## SCHEDULE "D" ABOVE REFERRED TO

( i.e the Obligation, Facilities and Privileges along with other Flat owners of the proposed G+4 - Storied Building )

- (1) Under Ground and overhead water tanks, water reservoir, pump motor, water pipe line, water pipes and common plumbing installations, pump room and electric meter room.
- (2) Common Electric lines, wiring, cables, Electric installation and equipments, sanitary installations
- (3) Main gate, entrance, paths, passages, stair-case, stair-landing, user rights of the top roof of the building
- (4) Sewerage and Drainage connections
- (5) Common rights upon the foundations all beams, boundary walls, columns, entire walls of the building, corridors, Entrance and Exits, Parapet walls, Landing Lift well, Lift Machine Room and roof of the Building.

## SCHEDULE "E" ABOVE REFERRED TO

The expenses proportionately shall inter-alia include all expenses for maintaining, operating, repairing, renovating, painting, re- building, re-constructing, decorating, replacing, amending renewing, insurance, litigation, rates and taxes and outgoings expenses for the said building including Lift man. Any other expenses that may be incurred for rendering maintenance and operation of all the common parts, utilizes, facilities, amenities and any other amenities not specifically mentioned,.



## SCHEDULE "F" ABOVE REFERRED TO

(Covenants, terms, conditions and obligations to be observed and performed by the all occupiers of the Building.)

- 1.That common areas and facilities shall remain undivided and no Owner of any Flat or portion of the said Building shall entitled to make partition or division and /or cause to obstruct and do any act or things whereby the use and enjoyment of the common parts of the said Building and/or said premises be in any way prejudicially effected or violated thereof.
- 2.That all Flat Owners will enjoy the ultimate roof for their day to day purposes and the said roof will be maintained by all the Flat Owners of the said Building. Without permission of the Flat Owners association, all other purpose on the ultimate roof shall be restricted.
- 3. That Owner or occupiers of the Flat in the said Building shall not at any time demolish or remove or damage or cause to be damaged, the Flats and/or any parts thereof for any addition & alteration except for repair and/or replace any fixture and fittings and/or reconstruction in case its becoming heavily damaged in the elevation or outside color scheme of the Flat.
- 4. That none Flat Owner/Occupier shall throw or accumulate or cause to be thrown or accumulated any dirt, rubbish, or other refuses within the compound of the premises or any portion of the said Building or permit the same to be thrown into sinks, baths, lavatories, cisterns or waste.
- That none Flat Owners shall keep and store in his Flat any goods or hazardous or inflammable or combustible nature for which are so heavy as to adversely affect the



construction of the structure of the said Building excepting the cooking gas or kerosene for cooking purpose.

- 6. That not to use the Flat or any part thereof for any purpose as to cause nuisance, annoyance to the Owners an occupiers of the other Flats nor shall use or allow the Flat to be used for any illegal or immoral purpose.
- 7. That not to make any noise by use or play on any musical instrument, radio, television or amplifier beyond permissible limit as per law or do any work to act conduct himself /herself/themselves in such a way that may reasonably cause irritation, annoyance or disturbances to any other resident or neighbor.
- 8. That Flat Owners shall have no right to park any two wheeler at the entrance gate of the Building and also shall not use the said space to keep his/her/their cycle.

## SCHEDULE "G" ABOVE REFERRED TO

## WORKS SPECIFICATION

#### Plinth height:

Plinth height of the building from the road level shall be 3' (approx)

#### Foundation / Concrete / Structural Frame:

All RCC works in foundations, Columns, Beams, Slabs, Lintels, Chajjas etc. will be done in 4:2:1 ratio.

## External Wall:

8" thick brick work with a standard brick in cement mortar 1:5



## Partition wall and interior wall:

5" thick brick work with a standard brick in cement mortar 1:4

## External /Internal Plaster:

- a)12 mm thick inside plaster with sand cement mortar in 6:1 ratio.
- b) 19 mm thick outside plaster with sand cement mortar in 4:1 ration.

Plastering shall be with coarse variety of sands.

Doors: All doors, except toilet/W.C shall be of commercial water proof (flush type door) with filmy glossy finish and the performance standard of the doors will be green ply standard with 1½ " thickness (Marbon brand) with Godrej lock and doors of toilet/W.C shall be PVC make.

Flooring: Entire floor of the Flat shall be finished by Tiles/marble slab Staircases of the building from ground to roof shall be marble finished.

Window: All windows of the Flat shall be aluminum sliding.

<u>Kitchen</u>: Cooking platform top will be green granite and kitchen wall up to 3 feet height from kitchen top with digital tiles with C/P bib cock provided in the kitchen for water supply one 15 amp plug point for mixture machine/micro oven, one exhaust fan point and one general plug point, steel sink shall be provided,. One point for aqua guard.

Toilet: Digital tiles up to 6' height from the Floor and shall be finished on four side walls with concealed pipe line for water supply, Geezer point, one general water point, One basin for hand wash, commode with cistern with C/P bib cock provided one exhaust fan point, one light point and one general plug point. Toilet fittings shall be MNC make brand.

W.C: Digital Tiles up to 6' height from the floor and shall be finished on four side walls with concealed pipe line for water supply, one general water point, one basin for hand wash, commode with cistern with C/P bib cock provided, one exhaust fan point, one light point and one general plug point.



<u>Drawing- Cum-Dining Room</u>: Concealed cable and phone connecting points will be provided, Two fan point, Two light points, One 15 amp, plug point for fridge, one general plug point

Bed Room: One Fan point, Two light points, One general plug point, A.C point shall be provided only one bed room at each Flat.

Balcony: Shall be marble finished with 3' height steel finished railing.

Electrical wiring: All wires will be concealed and shall be completed by 1<sup>st</sup> class quality built -in-switch -board and piano switch will be provided. Finolex wire and Anchor switch shall be provided.

Water Supply: Corporation water connection will be provided in the complex and 1HP Pump set with motor will be provided for lifting water from under- ground reservoir to overhead reservoir and shall be connected with the flat for smooth supply.

## Sanitary:

- a)G.I Fittings and pipes of standard quality for concealed water line and H.D.P Pipes of best quality for external water line.
- b) Porcelin Pan-European Orissa or Gujrat style will be provided in bathroom.
- c) Concealed hot and cold water line as necessary in one Toilet of each Flat.
- d) CP stopcock , bibcock, angular stop cock, pillar cock etc. in bath rooms and kitchen as necessary.
- e) Porcelin hand wash basin in one Toilet of each Flat.
- f) Necessary drain/sewer line, inspection pits with connection complete with main municipal sewer line
- g) Water pump coupled with motor 1 to 1.5 BHP as necessary for lifting water to overhead reservoir from underground reservoir.
- h) P.V.C rain water pipe for roof water disposal.



<u>Drawing- Cum-Dining Room</u>: Concealed cable and phone connecting points will be provided, Two fan point, Two light points, One 15 amp, plug point for fridge, one general plug point

<u>Bed Room</u>: One Fan point, Two light points, One general plug point, A.C point shall be provided only one bed room at each Flat.

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- f) Necessary drain/sewer line, inspection pits with connection complete with main municipal sewer line
- g) Water pump coupled with motor 1 to 1.5 BHP as necessary for lifting water to overhead reservoir from underground reservoir.
- h) P.V.C rain water pipe for roof water disposal.



## Painting:

- a)All interior walls of the Flats would be parish finished
- b) All outside walls would be putty finished and thereafter weather coat color based paint will be used on outside walls.
- c) Synthetic primer will be done on all wooden and steel work of doors and windows.

Roofing: I.P.S finish over the roof.

Extra charges: for any extra work other than the specifications mentioned hereinabove shall be totally born by the Land Owners and shall be cleared the payment of the said extra work before taking possession of the Land Owners' Allocation.

IN WITNESS WHEREOF the Parties hereto have set and subscribed their respective hands and seal the day, month and year first above written.

In Presence of:

WITNESSES

Champa Chatteriee

SIGNATURES OF THE OWNER/FIRST PARTY

a (Rajat Ghosh)

SIGNATURES OF THE DEVELOPER/OTHER PARTY

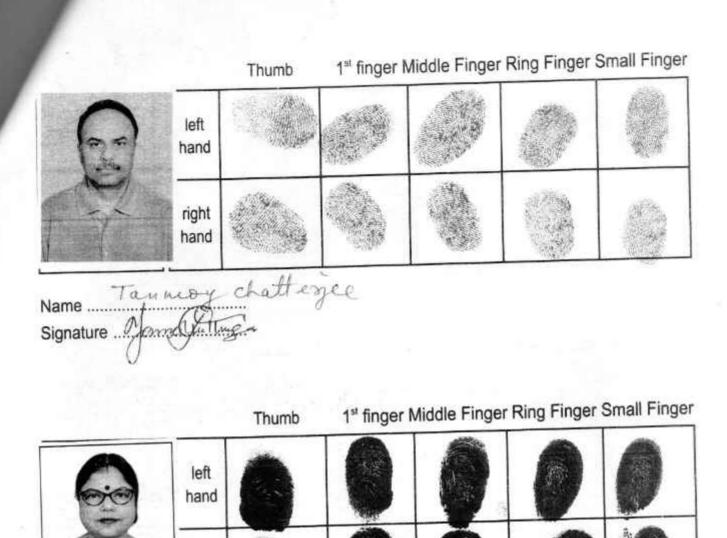
1. Debelulah Bananga 58/45. Pallisnon. Kol-92 2. Mahadeb Bry

mit Kumar Chaksaborty

ALIPRE POLICE COURT

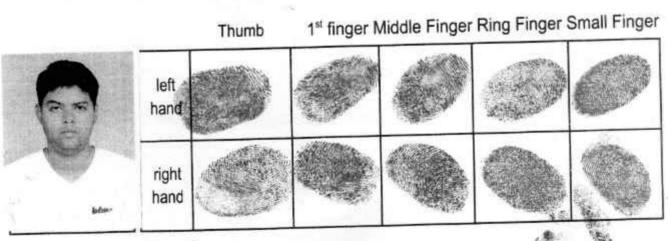
Enrolment No- F/303/296/87



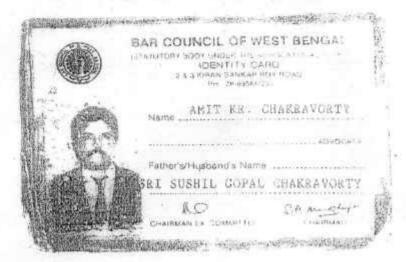


Name Champa Chatterjee Signature Champa Chatterjee

right hand



Name Rejat Ghoshi Signature



Amit Kumar Oaksalearty

	Card No	
Address recorded on	ma Roll 9/62 NETAJI CALCUTTA-700 VI	
Prasent Address 2	/62, NETATI N 5-49.	
Enrolmant No		
Date of Empliment	24. 07. 37	
Date /4. 9. 90 .	Secretary/American Society	eligty.

## Major Information of the Deed

Deed No :	1-1603-11164/2023	Date of Registration	27/07/2023	
Query No / Year	1603-2001834760/2023	Office where deed is registered		
Query Date 19/07/2023 11:02:16 AM		D.S.R III SOUTH 24-PARGANAS, District: South 24-Parganas		
Applicant Name, Address & Other Details	Amit Kumar Chakraborty Alipore Police Court, Thana: Alipo 70027, Mobile No.: 8017400858		as, WEST BENGAL, PIN -	
Transaction		Additional Transaction		
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration		
Set Forth value		Market Value		
Rs. 3/-		Rs. 64,61,435/-		
Stampduty Paid(SD)		Registration Fee Paid	Typica de la companya	
Rs. 10,020/- (Article:48(g))		Rs. 53/- (Article:E, E)		
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuing	the assement slip.(Urban	

## Land Details:

District: South 24-Parganas, P.S:- Jadavpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Raipur Road, , Premises No: 28/12, , Ward No: 098 Pin Code : 700092

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu		4 Katha 3 Chatak 27 Sq Ft	100		Width of Approach Road: 35 Ft.
	Grand	Total:			6.9713Dec	1/-	59,88,935 /-	

#### 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	1/-	3,37,500/-	Structure Type: Structure
	Pucca, Extent of Co				
S2	On Land L1	500 Sq Ft.	1/-	1,35,000/-	Structure Type: Structure
S2	On Land L1	500 Sq Ft.	1/- esidential Use, Ce iplete		Structure Type: Structure ge of Structure: 5 Years, Roof Type

## J Lord Details :

# No

# Name, Address, Photo, Finger print and Signature

Shri Tanmoy Chatterjee Son of Jiban Krishna Chatterjee

Executed by: Self, Date of Execution: 27/07/2023 . Admitted by: Self, Date of Admission: 27/07/2023 ,Place

: Office







Signature

2/41B, Sanghati Colony, City:- , P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxxx9b, Aadhaar No: 85xxxxxxxx4725, Status :Individual, Executed by: Self,

Date of Execution: 27/07/2023

, Admitted by: Self, Date of Admission: 27/07/2023 ,Place: Office

Signature **Finger Print** Photo Smt Champa Chatterjee Wife of Shri Tanmoy Chatterjee Champa Chalteries Executed by: Self, Date of Execution: 27/07/2023 , Admitted by: Self, Date of Admission: 27/07/2023 ,Place : Office 27/0/12023 LTI 27/07/2023

2/41B, Sanghati Colony, City:-, P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: afxxxxxx8f, Aadhaar No: 68xxxxxxxx4569, Status :Individual, Executed by: Self, Date of Execution: 27/07/2023

Admitted by: Self, Date of Admission: 27/07/2023 ,Place: Office

## Developer Details :

Name, Address, Photo, Finger print and Signature No

AMAR BASA PRIVATE LIMITED

50, Pallisree, City:-, P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:-700092 , PAN No.:: AAxxxxxx7R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

## esentative Details:

No

Name, Address, Photo, Finger print and Signature

1	Name	Photo	Finger Print	Signature	
	Mr Rajat Ghosh (Presentant) Son of Late Dhiren Chandra Ghosh Date of Execution - 27/07/2023, Admitted by: Self, Date of Admission: 27/07/2023, Place of Admission of Execution: Office				
		Jul 27 2023 11:39AM	LTI 27/07/2023	27/07/2023	

10/46, Bijoygarh, City:-, P.O:- Jadavpur University, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700032, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: alxxxxxx0e, Aadhaar No: 72xxxxxxxx1921 Status: Representative, Representative of: AMAR BASA PRIVATE LIMITED (as Director)

## Identifier Details:

Name	Photo	Finger Print	Signature
Mr Amit Kumar Chakraborty Son of Late Sushil Gopal Chakraborty Alipore Police Court, City:-, P.O:- Alipore, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	M		Amiet am Centraly
	27/07/2023	27/07/2023	27/07/2023

Identifier Of Shri Tanmoy Chatterjee, Smt Champa Chatterjee, Mr Rajat Ghosh

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Shri Tanmoy Chatterjee	AMAR BASA PRIVATE LIMITED-3:48563 Dec
2	Smt Champa Chatterjee	AMAR BASA PRIVATE LIMITED-3.48563 Dec
Trans	fer of property for S1	
SI.No	From	To. with area (Name-Area)
1	Shri Tanmoy Chatterjee	AMAR BASA PRIVATE LIMITED-250,00000000 Sq Ft
2	Smt Champa Chatterjee	AMAR BASA PRIVATE LIMITED-250.00000000 Sq Ft
Trans	fer of property for S2	
SI.No	From	To. with area (Name-Area)
1	Shri Tanmoy Chatterjee	AMAR BASA PRIVATE LIMITED-250.00000000 Sq Ft
2	Smt Champa Chatterjee	AMAR BASA PRIVATE LIMITED-250.00000000 Sq Ft

#### Endorsement For Deed Number : 1 - 160311164 / 2023

#### n 27-07-2023

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

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

Presented for registration at 11:34 hrs on 27-07-2023, at the Office of the D.S.R. - III SOUTH 24-PARGANAS by Mr Rajat Ghosh ...

## 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 64,61,435/-

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

Execution is admitted on 27/07/2023 by 1. Shri Tanmoy Chatterjee, Son of Jiban Krishna Chatterjee, 2/41B, Sanghati Colony, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession Business, 2. Smt Champa Chatterjee, Wife of Shri Tanmoy Chatterjee, 2/41B, Sanghati Colony, P.O: Regent Estate, Thana: Jadavpur, , South 24-Parganas, WEST BENGAL, India, PIN - 700092, by caste Hindu, by Profession House wife

Indetified by Mr Amit Kumar Chakraborty, , , Son of Late Sushil Gopal Chakraborty , 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 27-07-2023 by Mr Rajat Ghosh, Director, AMAR BASA PRIVATE LIMITED (Private Limited Company), 50, Pallisree, City:-, P.O:- Regent Estate, P.S:-Jadavpur, District:-South 24-Parganas, West Bengal, India, PIN:- 700092

Indetified by Mr Amit Kumar Chakraborty, , , Son of Late Sushil Gopal Chakraborty , 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 53.00/- (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 21/
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 21/07/2023, 11-51AM with Govt. Ref. No. 102023240137100041 as 21 07 2023. April 12.004.

Online on 21/07/2023 11:51AM with Govt. Ref. No: 192023240137109941 on 21-07-2023, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CJCXSI1 on 21-07-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,020/Description of Stamp

 Stamp: Type: Impressed, Serial no 13056, Amount: Rs.5,000.00/-, Date of Purchase: 20/07/2023, Vendor name: Subhankar Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/07/2023 11:51AM with Govt. Ref. No: 192023240137109941 on 21-07-2023, Amount Rs: 5,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CJCXSI1 on 21-07-2023, Head of Account 0030-02-103-003-02

Dian

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

# cate of Registration under section 60 and Rule 69.

Jistered in Book - I

✓olume number 1603-2023, Page from 305362 to 305394
being No 160311164 for the year 2023.



Digitally signed by Debasish Dhar Date: 2023.07.27 12:35:16 +05:30 Reason: Digital Signing of Deed.

Shan

(Debasish Dhar) 2023/07/27 12:35:16 PM
DISTRICT SUB-REGISTRAR
CFFICE OF THE D.S.R. - III SOUTH 24-PARGANAS
West Bengal.

(This document is digitally signed.)