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1-10 P.M. पश्चिम बंगाल WEST BENGAL

21/1726806/23



Additional Registrar of  
Kolkata

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

Additional Registrar  
of Registrars II Kolkata

1 JUL 2023

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT is made on this 7<sup>th</sup> day of July Two  
Thousand and Twenty-three (2023)

BETWEEN

*[Signature]*  
Additional Registrar

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SYNERGY CONSULTANTS

Proprietor







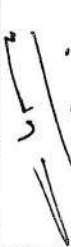

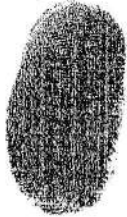




Government of West Bengal

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






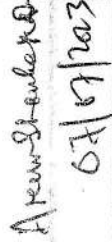


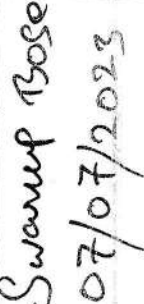
OFFICE OF THE A.R.A. - II KOLKATA, District Name :Kolkata

Signature / LTI Sheet of Query No/Year 19022001726806/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri Chiradeep Bhattacharya 25/26, Moore Avenue, City:- , P.O:- Regent Park, P.S:- Regent Park, District:- South 24-Parganas, West Bengal, India, PIN:- 700040	Represent ative of Developer [Messrs Synergy Consultant s]		6515 	 7.7.23
2	Shri Joy Narayan De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700005	Land Lord		6519 	 19.7.23
3	Smt Krishna De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700005	Land Lord		6516 	 7.7.23

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri Uday Shankar De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700005	Land Lord		6517 	 07/07/2023
5	Shri Arun Shankar De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:- Shyampukur, District:- Kolkata, West Bengal, India, PIN:- 700005	Land Lord		6518 	 Arun Shankar De 07/07/2023
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SWARUP BOSE Son of Mr LAKSHMI KANTA BOSE High Court, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	Shri Chiradeep Bhattacharya, Shri Joy Narayan De, Smt Krishna De, Shri Uday Shankar De, Shri Arun Shankar De		6520 	 Swarup Bose 07/07/2023

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



(1) **SRI JOY NARAYAN DE**, (PAN – ADSPD6177G), (Aadhaar No. 4468 3163 4761), son of Late Shambhunath De, by Occupation – Business, (2) **SM KRISHNA DE**, (PAN – AYZPD3427H ), (Aadhaar No. 5149 8397 2077), wife of Late Rabi Shankar De, by Occupation – Housewife, (3) **SRI UDAY SHANKAR DE**, (PAN – AGLPD9571G), (Aadhaar No. 3459 5270 7082), son of Late Luxmi Narayan De, by Occupation – Service and (4) **SRI ARUN SHANKAR DE**, (PAN – AGIPD6946J), (Aadhaar No. 2946 7367 4497), son of Late Luxmi Narayan De, by Occupation – Service, all are by faith – Hindu, by Nationality – Indian, all are residing at 35, Madan Mohan Tala Street, P.O. Hatkhola, P.S. Shyampukur, Kolkata – 700 005, District – Kolkata, hereinafter collectively called and referred to as the **“OWNERS/FIRST PARTY”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART**

**A N D**

**“MESSRS SYNERGY CONSULTANTS”**, (PAN – AHTPB0194Q), a Proprietorship-firm, having its' place of business at 19A, Palit Street, P.O. & P.S. Ballygunge, Kolkata - 700019, represented by its' sole Proprietor **SHRI CHIRADEEP BHATTACHARYA**, (PAN – AHTPB0194Q), (Aadhaar No. 5344 5713 6448), son of Late Chiranjib Bhattacharya, by faith - Hindu, by Occupation - Business, by Nationality – Indian, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata - 700040, District - South 24-Parganas, hereinafter called and referred to as the **“DEVELOPER/SECOND PARTY”** (which expression shall unless repugnant to the context or meaning thereof include, its' Legal Representatives, Office Bearers, Administrators, Representatives, Successor in title and the assigns) of the **SECOND PART**.

**WHEREAS** by virtue of a registered Deed of Conveyance dated 22.04.1952, registered in the office of Registrar of Calcutta and recorded in Book No. I, Volume No. 47, at Pages 196 to 199, Being No. 1514 for the year 1952 one Shambhunath De, since deceased purchased All That piece and parcel of revenue free homestead land containing an area of 5 (Five) Cottahas 10 (Ten) Chittacks be the same a little more or less situate and being Plot No. 21 of the surplus lands in Calcutta Improvement Scheme No. LI formed out of old Premises No. 160/2, Upper Chitpore Road in Taluq Sutanuty in the town of then Calcutta now Kolkata, as more fully mentioned and described in the Schedule of the said Deed of Conveyance from The Trustees for the Improvement of Calcutta, a body corporate constituted by the Calcutta Improvement Act, 1911 (Bengal Act V of 1911) and hereinafter referred to as **“The Board”** for a consideration sum of Rs.50,625/- only out of which a sum of Rs.25,312.5/- only was paid by said Shambhunath De since deceased on or before execution of the said Deed of Conveyance dated 22.04.1952 and the balance sum of Rs.25,312.5/- only was secured by an Indenture of Charge dated 22.04.1952, registered in the office of Registrar of Calcutta and recorded in Book No. I, Volume No. 51, at Pages 155 to 161, Being No. 1515 for the year 1952 by the said Shambhunath De since deceased in favour of **“The Board”** with certain terms and conditions as mentioned therein.



**AND WHEREAS** after completion of full payment along with interest the said Board has released the aforeSaid Premises in favour of said Shambhunath De since deceased forever by executing and registering a Deed of Release dated 31.07.1957, registered in the office of Registrar of Calcutta and recorded in Book No. I, Volume No. 102, at Pages 206 to 210, Being No.3326 for the year 1957 and thus said Shambhunath De since deceased became the absolute owner and being seized and possessed of the aforesaid Premises as free from all encumbrances, charges, liens, mortgages etc.

**AND WHEREAS** after purchasing the aforesaid Premises said Shambhunath De since deceased mutated his name as the absolute Owner thereof in respect of his aforesaid demarcated land measuring an area of 5 (Five) Cottahas 10 (Ten) Chittacks more or less in the record of The Kolkata Municipal Corporation, under Ward No. 8, being known and numbered as K.M.C. Premises No. 35, Madan Mohan Tala Street, having Assessee No. 11-008-31-0023-0, under Police Station – Shyampukur, Kolkata – 700 005, District – Kolkata and had been paying necessary K.M.C. Taxes to The Kolkata Municipal Corporation and subsequently erected a three storied residential building thereon total measuring an area of 7560 (Seven Thousand Five Hundred and Sixty) Sq.ft. more or less.

**AND WHEREAS** said Shambhunath De, died intestate on 11.01.1981, leaving behind his widow wife Bisweswari De since deceased and two sons namely Sri Luxmi Narayan De since deceased and Sri Joy Narayan De, the **OWNER No. 1** herein as his only legal heirs and successors who have jointly inherited the aforesaid Premises as per Hindu Succession Act, 1956. Subsequently wife of said Shambhunath De since deceased namely Bisweswari De died intestate on 19.12.1982.

**AND WHEREAS** while seized and possessed of said Luxmi Narayan De, died intestate on 06.03.2002, leaving behind his widow wife Ila De since deceased and three sons namely Ravi Shanker De since deceased, Sri Uday Shankar De and Sri Arun Shankar De, the **OWNERS No. 3 & 4** herein as his only legal heirs and successors who have jointly inherited the aforesaid Premises as per Hindu Succession Act, 1956. Subsequently wife of said Luxmi Narayan De since deceased namely Ila De died intestate on 08.06.2009 and one son namely Rabi Shankar De died intestate on 20.03.2000, leaving behind his widow wife namely Sm. Krishna De, the **OWNER No. 2** herein as his only legal heirs and successors who has inherited the share of her deceased husband in the aforesaid Premises according to Hindu Succession Act, 1956.

**AND WHEREAS** thus the present **OWNERS / FIRST PARTY** become the absolute joint owners and are now peaceful enjoyment and possession of the aforesaid Premises and Property, for the sake of brevity herein after called and referred as the **SAID PREMISES** more fully and particularly mentioned in the **FIRST SCHEDULE** hereunder written.

**AND WHEREAS** the above named **OWNERS / FIRST PARTY** hereto have decided to construct and / or erect building / buildings upon the said premises through any Developer as their





authorized person who will take all steps and cares to construct and complete such building or buildings upon the said premises at the said Developer's own costs and expenses and also at its own risks and responsibilities.

**AND WHEREAS** the above named **DEVELOPER/SECOND PARTY** herein upon representation of the **OWNERS** herein has decided to enter into a Joint-Venture Agreement with the above named **OWNERS** herein for development of the Said Premises for construction and / or erection and / or completion of the residential building or buildings at its own costs and expenses after getting the sanction plan from The Kolkata Municipal Corporation in the name of the above named **OWNERS** herein with certain terms and conditions as mentioned hereunder.

**NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE OWNERS AND THE DEVELOPER** herein as follows:-

**ARTICLE - I**  
**DEFINITIONS**

That in this agreement unless otherwise agreed upon the following expressions will have the following meaning.

- 1.1 **OWNERS** :- shall mean the above named **FIRST PARTY**, (1) **SRI JOY NARAYAN DE**, son of Late Shambhunath De, (2) **SM KRISHNA DE**, wife of Late Rabi Shankar De, (3) **SRI UDAY SHANKAR DE**, son of Late Luxmi Narayan De (4) **SRI ARUN SHANKAR DE**, son of Late Luxmi Narayan De, all are residing at 35, Madan Mohan Tala Street, P.O. Hatkhola, P.S. Shyampukur, Kolkata - 700 005, District - Kolkata, which includes their heirs, executors, administrators, representatives and assigns.
- 1.2 **DEVELOPER** :- shall mean the above named **SECOND PARTY**, "MESSRS **SYNERGY CONSULTANTS**", a Proprietorship-firm, having its' place of business at 19A, Palit Street, P.O. & P.S. Ballygunge, Kolkata - 700019, represented by its' sole Proprietor **SHRI CHIRADEEP BHATTACHARYA**, son of Late Chiranjib Bhattacharya, residing at 45/26, Moore Avenue, P.O. & P.S. Regent Park, Kolkata - 700040, District - South 24-Parganas and its successors, successors-in-interest, and assigns.



- 1.3 **PROPERTY/ SAID PREMISES** :- shall mean the above mentioned landed property measuring about 5 (Five) Cottahas 10 (Ten) Chittacks be the same a little more or less together with a three storied old residential building standing thereon total measuring an area of 7560 (Seven Thousand Five Hundred and Sixty) Sq.ft. more or less, situate and being Plot No. 21 of the surplus lands in Calcutta Improvement Scheme No. LI formed out of old Premises No. 160/2, Upper Chitpore Road in Taluq Sutanuty in the town of then Calcutta now Kolkata, now known as K.M.C. Premises No. 35, Madan Mohan Tala Street, having Assessee No. 11-008-31-0023-0, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 8, under Police Station – Shyampukur, Kolkata – 700 005, District – Kolkata, which has been mentioned and written in the **FIRST SCHEDULE** hereunder written.
- 1.4 **BUILDING** :- shall mean a proposed multi-storied residential building with lift facility which includes several residential flats of different sizes, commercial space/s and Car Parking Spaces, common areas and other saleable areas and spaces, to be constructed by the Developer or with such modifications as may be decided by the Developer at the aforesaid premises or the land in accordance with the sanction plan to be sanctioned by the K.M.C.
- 1.5 **CO-OWNERS/S** :- according to the context shall mean all the persons who purchase or agree to purchase or own Units / car parking spaces in the said building.
- 1.6 **COMMON FACILITIES & AMENITIES:-** shall mean and include corridors, ways, passages, stairs, staircases, stair landings, ultimate roof of the building, common lavatories, water pump and motor, underground reservoir, overhead tank, tap water lines, rain water pipe lines, waste water pipe lines, lift, lift shaft, security room, pump house, drive-ways, Generator, transformer, Fire Fighting systems and other facilities which may be actually agreed upon by and between the parties and required for the establishment, location, enjoyment, maintenance and/or management of the said building and/or the common facilities



or any of them thereon as the case may be which are more particularly mentioned in the Fourth Schedule hereunder written.

- 1.7 SALEABLE SPACE :- shall mean the space (on carpet area basis) in the said building/buildings, available for independent occupation after making due provisions for common facilities and amenities and the space required thereof and after providing the Owners' allocation.
- 1.8 COMMON EXPENSES:- shall mean and include all expenses for the maintenance management and upkeep of the premises and in particular the common areas installations and facilities and for rendering of common services in common with the Co-owners which are more particularly mentioned in the Fourth Schedule hereunder written.
- 1.9 COMMON PURPOSES:- shall mean and include the purposes of managing maintaining and up-keeping the building(s) to be constructed on the said premises (and in particular the common areas installations and facilities), rendering of common service in common expenses and dealing with the and disbursement of the common expenses and dealing with the matters of common interest of the Co-owners and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective units exclusively and the common areas installations and facilities in common.
- 1.10 CARPET AREA & CAR PARKING:-

According to the context shall mean means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to



the net usable floor area of an apartment, meant for the exclusive use of the allottee;

Car Parking Area means a place within a Said Premises having a roof and walls on three sides for parking any vehicle, but does not include an unenclosed or uncovered parking space such as open parking areas;

1.11 PROPORTIONATE OR PROPORTIONATELY:-

according to the context shall mean the proportion in which the super built-up area of the Units in the building. **PROVIDED THAT** where it refers to the share of any rates and / or taxes amongst the common expenses, then such share of the whole shall be determined on the basis such rates and / or taxes are being respectively levied (i.e. in case the basis of any levy be area rental income of user of the respective units by the Co-owners respectively).

1.12 ADVOCATE

:- shall mean Mr. Tapesh Mishra, Advocate, High Court, Calcutta or such other Advocate or advocates as the Developer may appoint.

1.13 TITLE DEED

:- shall mean all the certified true copies of title deed relating to the Said Premises shall be handed over to the Developer. The original documents of title relating to the property will be kept with the Owners. The Owners will be liable to produce the original documents of title relating to the property as and when the same is required by the Developer for inspection of the same along with fulfill the objective of this agreement.

1.14 TRANSFER WITH:-

is grammatical variations shall includes transfer by possession and by any other means adopted for effecting that is understood as a transfer of space of the proposed building to the intending Purchaser thereof although the same may not amount to be transfer in law.

1.15 ARCHITECT

:- shall mean the person or persons who may be appointed by the above named Developer for design and planning of the said building.

1.16 BUILDING PLAN

:- shall mean the plan to be made and to be sanctioned from concerned authority with such alteration or modifications as may be decided by the Developer, subject to the same being in corroboration of sanctioned plan issued by Building

Department of the Kolkata Municipal Corporation AND with the approval of the Owners, from time to time and such plan will be sanctioned in the name of the Owners herein.

1.17 TRANSFEEE

:- shall mean the person or persons, firm, association, company, limited company or any person to whom any space would be transferred.

1.18 OWNERS' ALLOCATION :-

shall mean the Owners shall jointly get from the Developer 50% of the sanction residential/commercial portion, if any i.e. to say the Owners shall jointly get Entire Second Floor and Entire Third Floor flat area consisting of two residential flats in each floor in the proposed multi-storied building and also 50% of the Ground Floor area including Car Parking Space in the proposed building arising out of their aforesaid Premises together with proportionate share and/or interest in the open spaces And together with an undivided proportionate share and/or interest in the Land. Besides above the Owners herein shall get from the Developer a refundable security deposit amount of Rs.1,00,00,000/- (Rupees One Crore) only out of which (a) Rs.50,00,000/- (Rupees Fifty Lac Only) is paid equally to all the Land Owners at the time of execution and registration of this Development Agreement, as mentioned in the Memo of Consideration herein below and the balance (b) Rs.50,00,000/- (Rupees Fifty Lac) only will be paid by the Developer to the Owners in equal ratio at the time of getting peaceful vacant possession of the Said Premises. The security deposit will be refunded by the Land Owners to the Developer at the time of taking possession of their individual flats with respective possession letters to be issued by the Developer in favour of respective Owner against every unit allotted to the Owners, out of the Owners' Allocation, along with Completion Certificate from the Kolkata Municipal Corporation and also the certificate of the structural engineers of the Architect about the structural stability of the aforesaid building and the Developer shall be responsible to rectify and/or remove any defect in the construction or any damages (due to any defective construction), if detected before the delivery to the Owners of their allocation. If any of the Land Owners default to refund



the deposit on time, the Developer will allow two months to the defaulter and even after that he/she defaults, the Developer will be at liberty to dispose off the flat of the defaulter at the prevalent market price and pay the defaulter the sale proceeds after adjusting the unrecovered security deposit.

1.19 DEVELOPER'S ALLOCATION :-

shall mean rest/remaining 50% of the sanction residential/commercial portion, if any i.e. to say the Developer shall get Entire First Floor and Entire Fourth Floor in the proposed multi-storied building and also 50% of the Ground Floor area including Car Parking Space in the proposed building in the proposed multi-storied building and also 50% of the Ground Floor area including Car Parking Space in the proposed building arising out of their aforesaid Premises together with proportionate share and/or interest in the open spaces And together with an undivided proportionate share and/or interest in the Land save and except the above mentioned Owners' Allocation.

Both the Owners and the Developer mutually agreed that after obtaining the building plan sanctioned from the Building Department of the Kolkata Municipal Corporation and determination of Floor Area Ratio (FAR) in the proposed multi-storeyed building at the Said Premises, the Parties hereto shall execute a Supplementary Agreement (which shall contemplate the entire Owners individual Allocation of flats and car parks, by specifying the allocation of units, floor number, super built-up area and name of the respective Owners.

1.20 CONSTRUCTION/ COMPLETION TIME :-

shall mean the time for construction and / or completion of the said building within 24 (Twenty-four) months from the date on which the building plan gets sanctioned by the KMC together with a maximum 06 (Six) months grace period, if required and obtaining Completion Certificate from KMC in respect of the Building.

1.21 ASSOCIATION :-

shall mean any Association, Syndicate Committee, Limited, Limited Company or Registered Society that may be formed together with all the existing purchasers of the flat or nominated by the Owners for the common purposes having such rules and regulations and restrictions as be deemed proper and necessary by the Owners and intending

purchasers but not inconsistent with the provisions and covenants herein contained. It is mandatory for the Owners to join the association and be a member of it.

- 1.22 UNITS :- shall mean the flats/commercial units and / or other constructed space or spaces built and constructed or intended to be built and constructed by the Developer at the Said Premises and / or constructed area capable of being exclusively held or occupied by a person and / or persons at the said premises.
- 1.23 PARKING SPACES :- shall mean the spaces meant or car marked within the area of the building in the premises and also at the ground level in the open and abutting the said building for parking or motor cars as well as covered Car Parking Spaces.
- 1.24 MASCULINE :- gender shall include the feminine and neuter genders and **FEMININE** gender shall include the masculine and neuter genders and vice-versa and **NEUTER** gender shall include the masculine and feminine genders.
- 1.25 SINGULAR :- number shall include the plural number and vice-versa.

- 1.27 WEST BENGAL  
RERA REGISTRATION :- In terms with the Notification No. 42-H4/2M-01/2023 dated 06th June 2023 issued by RERA Cell, Housing Department, Government of West Bengal, in compliance with the Real Estate (Regulation and Development) Act, 2016 read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 the Said Premises having land area of more than 200 square meters, and more than six units in the proposed building, the Developer shall register the Said Premises as a 'project' before the West Bengal Real Estate Regulatory Authority and comply with all provisions as contemplated in the aforesaid Real Estate (Regulation and Development) Act, 2016 read with the West Bengal Real Estate (Regulation and Development) Rules, 2021, while causing construction of development of the Said Premises.

**ARTICLE - II**  
**TITLE INDEMNITY AND DECLARATION**

Prior to entering into this agreement, the Owners do hereby assure, represent and confirm as follows:





- 2.1 The said Owners hereby declare that they have good and absolute right and title in respect of the said premises without any claim right or interest of any person or persons claiming under and they have good and marketable title to enter into this Agreement with the Developer and they hereby undertake to indemnify and keep indemnified against any and every part of claim action and demand whatsoever.
- 2.2 The Owners hereby also assure and declare that there is no excess vacant land within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976 on the said premises.
- 2.3 The Owners hereby also undertake that the Developer shall be entitled to construct and complete the building on the Said Premises as agreed between the parties hereto and to retain the Developer's allocation therein without any interference from them or any person or persons claiming through or under them and the Owners undertake to indemnify and keep indemnified the Developer from and against all losses damages and costs, charges and expenses, incurred as a result of any breach of this undertaking.
- 2.4 The Said Premises is free from all encumbrances, liens, lispens, charges, acquisition, requisition, attachments whatsoever and howsoever.
- 2.5 Save and except the Owners herein nobody has any right, title and/or interest or claim in respect of the Said Premises in any manner whatsoever.
- 2.6 There is no legal bar or impediment to develop, deal with the Said Premises in any manner whatsoever.
- 2.7 The Said Premises is under the physical possession of the Owners and save and except the Owners nobody are in occupation in the Said Premises or any portion thereof.
- 2.8 That the Owners has a marketable title in respect of the Said Premises and is otherwise entitled to enter into this agreement with the Developer for development of the Said Premises and the Owners undertake to indemnify the Developer against any third party's claim and demand with regards to the title in respect of the Said Premises or in respect of the Said Premises or with regard to the development of the said premises.
- 2.9 The Owners will hand over vacant possession of the Said Premises subject to a prior written intimation of 30 days addressed to the Owners.
- 2.10 The Owners will assist the Developer to complete the building on the Said Premises and also to sell the Developer's allocation.
- 2.11 The Said Premises is not subject to any acquisition, requisitions whatsoever by statutory authority or public body.
- 2.12 There is no attachment either under Public Demand Recovery Act or under the Income Tax Act or under Wealth Tax Act or under any other acts or statutes in respect of the said premises.



- 2.13 The Owners have not entered in any Agreement for Sale, encumbering, dealing with, disposing of, parting with or development of the Said Premises or any portion thereof in any manner whatsoever.
- 2.14 The Owners assure and represent that the Owners will not part with the Said Premises or any portion thereof in any manner whatsoever.
- 2.15 The Said Premises is not hit by any road alignment or any acquisition requisition by K.M.D.A., K.I.T. or any other Authority and the Said Premises is fit for equitable mortgage.
- 2.16 The Said Premises is not under any charge or attachment for payment of alimony pendente lite or maintenance by an order of any Court of Law.
- 2.17 The Owners will apply and obtain all necessary permissions and certificate as may be required for development of the Said Premises and also to sell the Developer's allocation.
- 2.18 Relying on the assurances and representations made by the Owners to the Developer and also after verification of the rights, title and interest of the Owners in respect of the Said Premises, the Developer and the Owners have agreed to develop the Said Premises on the terms and conditions hereinafter appearing.

**ARTICLE - III**  
**DEVELOPMENT RIGHTS**

- 3.1 The Owners hereby grant exclusive right for a period of 24 (Twenty-four) months from the date of building plan sanctioned by KMC together with a maximum 6 (Six) months grace period, if required to the Developer to build and complete the construction of building or buildings in accordance with the Plan to be sanctioned by the concerned authority, provided all documents required for sanction of plan are timely produced by the Owners and/or no technical problem arises in course of obtaining sanction plan.
- 3.2 The Owners shall at the cost of the Developer from time to time submit building plan or plans to the concerned authority, appropriate Government or other authorities under the Urban Land (Ceiling and Regulations) Act, 1976 and any other authority of Government for sanction, permission, clearance or approval of the plans as shall or may be required for the construction of the building/buildings on the said premises. The Developer shall cause all such changes subject to written approval of Owners to be made in the building plans as shall be required by the Government or Authority as aforesaid and comply with any sanctioned permission clearance or approval as aforesaid.
- 3.3 The Owners shall from time to time submit all further plans and/or applications and other documents and papers and do all further acts, deeds, matters and things as may be required to obtain clearance of the building plan for construction of the building from the appropriate Government or any other authorities or otherwise relevant for the purpose and

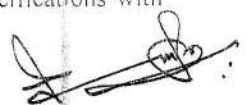




- / or otherwise to obtain all such clearance sanctions permissions and / or authorities as may or shall be necessary for the construction of the building on the said premises.
- 3.4 All applications, plans and other papers and documents shall be submitted by the Owners or in the names of the Owners but the Developer shall pay all costs and fees required to be paid or deposited for sanction of the plan for the building PROVIDED ALWAYS that the Developer shall be exclusively entitled to all refunds of any and all payments and/or deposits made by the Developer.
- 3.5 The Developer shall render to the Owners all necessary assistance to apply for and / or obtain all sanctions permissions clearance approvals and / or authorities envisaged in clause 3.2, 3.3 & 3.4 hereinabove and shall be entitled to all its discretion to submit application papers and do other acts, deeds, matters and things envisaged in the said clause or any of them as attorney for and on behalf of and in the name of the Owners and to directly collect and receive back from the concerned authorities or bodies any refunds or other payment or deposits made by the Developer for which purpose the Owners shall grant to the Developer or its nominee or nominees a Development Power of Attorney (to be registered in Book-I of Registration Records in West Bengal) to sign, make, file, amend, prosecute, withdraw and / or follow up the same and / or to do all acts, deeds, matters and things necessary to obtain the requisite sanctions permissions clearance approvals and / or authorities envisaged above. It is made clear that the Owners' duties and obligations referred to in preceding sub-clause will be conducted by the Developer only on the strength of the aforesaid Development Power of Attorney (to be registered in Book-I of Registration Records in West Bengal) and Owners will have no obligation for such conduct.
- 3.6 The Owners shall not be liable for any Municipal Tax of the Land from the date of signing of the Agreement, till the date of receiving possession of Owners' Allocation in the new building(s) from the Developer in complete form. The Owners will be liable for all the taxes of the Owners' allocation from the date of receiving possession of his/her allocated areas in the new building and the Owners shall clear all the previous outstanding taxes of K.M.C., if any.
- 3.7 The Developer shall immediately upon getting building plan sanctioned from KMC register the Said Premises as a "project" with the West Bengal Real Estate Regulatory Authority, within a period of 02 (two) months from the date of plan sanction by KMC and submit with the Owners the registration certificate of the Said Premises obtained from the West Bengal Real Estate Regulatory Authority.

**ARTICLE - IV**  
**BUILDING**

- 4.1 The Developer shall at it's own costs construct building / buildings on the said premises according to the agreement as per approved and sanctioned plan and specifications with

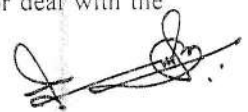


first class materials fixtures and fittings and recommended by the Architects and approved by the Owners. The Developer shall at its own costs procure Fire License in respect of the Said Premises.

- 4.2 The Developer shall also provide in the building facilities in terms of the sanctioned building plan or under any consequent sanction or approval relating to the construction of the building(s) on the said premises.
- 4.3 The Developer shall be authorized in the name of the Owners in so far as is necessary to apply for to obtain quotas entitlement and other allocation of or for the cement, steel, bricks and other building materials allocation to the Owners for the construction of the building and to similarly apply for and obtain temporary and/or permanent connection of water, electricity, power and / or gas to the building / buildings and other in out and facilities required for the construction or enjoyment of the building / buildings for which purpose the Owners shall execute in favour of the Developer any and all such Powers of Attorney and other authorities for a period as shall be required by the Developer and shall sign all such application and other documents as shall be required for the purpose or otherwise for and in connection with the construction of the said buildings. All such authorities or Power of Attorneys however will cease to operate immediately after completion of development of Owners' allocation along with registration of entire Developer's Allocation in favour of the intending purchasers.

#### ARTICLE - V

- 5.1 The Owners shall be entitled to sell, transfer, let out or enter into any contract in respect of the Owners' Allocation. Similarly the Developer, will also be entitled to sell, transfer, let out or enter into any agreement in respect of the said Developer's allocation without creating any financial obligation upon the Owners and the Developer shall hereby indemnify and keep the Owners indemnified from and against all claims, losses, damages, consequences, costs, charges and expenses due to any accident or mishap during the progress of construction which the Owners may suffer or incur for any act of the Developer in respect of the construction to be made by the Developer on the Said Premises or the Developer's allocation. No further consent or authority shall be required from the Owners to enable the Developer to enter into any Agreement for Sale or transfer and / or letting out and / or to deal with the said Developer's allocation and the Owners hereby consent to the same subject to the names of the Owners being mentioned in such Sale Agreement or Deeds of Conveyance and the Developer herein acting as the true, lawful and constituted attorney, of the Owners by virtue of the Development Power of Attorney (to be registered in Book-I of Registration Records in West Bengal) to be executed simultaneously with registration of this Development Agreement. Similarly, no further consent or authority shall be required from the Developer to enable the Owners to enter into any contract for sale or transfer and / or letting out and / or deal with the





said Owners' allocation and the Developer hereby consents to the same and the Developer shall not be a party to the transaction forming part of owners' Allocation. The fixtures and fittings to be provided in the flats comprised in the Owners' allocation will be in accordance with the specifications set out in the Fourth Schedule hereafter.

Notwithstanding as contained herein, the Developer shall not advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any apartment/car parking space in the Said Premises or part of it, without registering the Said Premises, as a 'project' with the West Bengal Real Estate Regulatory Authority

**ARTICLE - VI**  
**PAYMENT AND POSSESSION**

- 6.1 All costs, charges and expenses for construction and / or development of the said building / buildings shall be paid, borne and discharged by the Developer.
- 6.2 In consideration of the Owners having agreed to allow the Developer to develop the Said Premises, the Owners shall not be liable to make any payment on account of the Owners' Allocation to the Developer, other than any statutory liability on their part.
- 6.3 If for any reason whatsoever the Owners fail to make out marketable title to the Said Premises and the Said Premises is not found free from all encumbrances, charges, liens, lispendences and subject matter of any acquisition/requisition, attachments, proceedings and/or any scheme of road alignment, in such event, at the option of the Developer this Agreement shall stand cancelled and the Owners shall refund the entire paid up advance along with the expenses, if any, at the time of cancellation of the said Joint Venture agreement on demand, failing which the Developer will be at liberty to proceed to take action as per law.

**ARTICLE - VII**  
**OWNERS' OBLIGATION**

- 7.1 The Owners shall permit or allow the Developer exclusive right to commercially exploit the Said Premises by causing residential building or residential-cum-commercial building (if any) to be constructed at it's own costs at the Said Premises subject to the terms and conditions herein contained.
- 7.2 The Owners shall execute Deed of Conveyance or Deeds of Conveyance in respect of the undivided proportionate share in the land on which the building will be constructed in favour of the Developer or its nominee or nominees in such part or parts as the developer may require.



**ARTICLE - VIII**  
**DEVELOPER'S OBLIGATIONS**

- 8.1 The Developer shall put the Owners in undisputed possession of the Owners' allocation as soon as the building is ready for occupation within 24 (Twenty-four) months from the date of building plan gets sanctioned by KMC together with a maximum 6 (Six) months grace period, if required, failing which Developer will have to pay Rs.20,000/- (Rupees Twenty Thousand) only per month (alongwith the monthly rent of all alternative accommodation) to each of the Owner as penalty for such delay till the date of handing over Owners' Allocation.
- 8.2 The Developer undertakes not to violate or contravene any of the provisions applicable for construction of the said buildings and shall not make any deviation in construction of the buildings with the plan as might be sanctioned, without necessary consent from concerned authority. The Developer hereby undertakes to indemnify and keep indemnified the Owners from and against all actions, claims, demands, costs charges, proceedings whatsoever in violation or contravention of this provision.
- 8.3 The Developer shall not do any act deed or thing whereby the Owners will be prevented from enjoying, selling, assigning and / or disposing of the Owners' Allocation or affecting their rights in the Said Premises as landowners.
- 8.4 That it has been specifically agreed by and between the parties of this agreement that the Developer shall at it's own responsibility and costs shall deal with local problems and shall deal with the local people relating to the Said Premises in question which may crop up subsequent to the execution of the instant Agreement and the parties hereto of the First Part i.e. the Owners shall in no way liable or responsible for the same.
- 8.5 In the proposed sanction plan, it has been agreed between the Parties that both the Owners and the Developer shall duly demarcate their respective allocations in the proposed building as mentioned hereto before by demarcating their respective portions with proper colour in the photo copy of the sanction plan and to be counter signed by the parties hereto and before commencement of construction of the proposed building.
- 8.6 The Developer shall take necessary steps for getting electricity connection, K.M.C water connection (sufficient quantity for all inhabitants), reservoir, overhead water tanks, sewerage connection, apportionment of Kolkata Municipal Corporation tax, but the rest of such facilities shall be paid and/or borne by the Owners of the First Part and/or Purchasers of the respective units in the proportionate to the respective shares in the space in the said premises.
- 8.7 If the construction work, while in progress, being delayed due to irregular and delayed supply of material and/or stopped due to non-supply of materials and/or labour trouble or any other incident other than Act of God, the developer shall be be solely responsible to





take such care of such incident itself and ensure speedy completion of the work using obviously superior quality of materials and skilled labour force to finish the project within the stipulated period or extended mutually as indicated above, failing of which the clause of penalty as mentioned above will be charged.


- 8.8 The Developer shall make up/rectify at its own cost if any deficiency/defect reported by the Owners within one year from the date of delivery of all units to the Owners of their allocation.
- 8.9 The Developer will arrange for lightning arrestor as per norms in the newly constructed building.

#### ARTICLE - IX COMMON FACILITIES

- 9.1 The Owners and the Developer shall pay and bear all taxes other dues and outgoings including the service and maintenance charges in respect of their respective allocations proportionately.
- 9.2 As soon as the building is completed and certified by the concerned authority and Architect to be fit for occupation, the Developer shall give notice in writing to the Owners requesting the Owners to take possession of the Owners' allocation in the building and on and from the date of service of such notice and at all times thereafter the Owners shall be exclusively responsible for payment of all property taxes, rates, maintenance charges, duties and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the Said Rates") payable in respect of the Owners' allocation.
- 9.3 The Owners and the Developer shall punctually and regularly pay the Said Rates to the concerned authorities in consultation with each other and each of them shall keep indemnified others against all actions, claims, demands, costs, charges, expenses, proceedings, whatsoever directly or indirectly instituted against or suffered or incurred by the Owners/Developer.

#### ARTICLE - X MISCELLANEOUS

- 10.1 The Owners have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed to be a partnership between the Developer and the Owners, on a joint venture between the Owners and the Developer nor shall (the Developer and the Owners in any manner constitute) an association of person, each party shall keep the other party indemnified from and against the same.
- 10.2 (a) The Owners / Developer as the case may be shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the relative obligation is prevented by the existence of force majeure with a view that



obligation of the party affected by the force majeure shall be suspended for the duration of the force majeure.

- (b) Force majeure shall mean flood, earthquake, pandemic, riot, war storm, tempest, civil commotion and any other act or omission beyond the control of the party affected thereof.
- 10.3 It is understood that from time to time to enable the construction of the building by the Developer various act, deed, matters and things not herein specifically referred to may be required to be done by the Developer for which the Developer may require an authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relative to which no specific provisions has been made herein, the Owners hereby authorize the Developer without creating any financial obligation upon the Owners to do all such acts, deeds, matters and things and undertake forthwith upon being required by the Developer for the purpose as also undertake to sign and execute all such additional applications and other documents as may be required for the purposes and for such work, the Owners shall simultaneously with the execution of this Development Agreement execute a Development Power of Attorney (to be registered in Book-I of Registration Records in West Bengal) in favour of the Developer, which shall also entitle the Developer to cause sale of the Developer's Allocation in the Said Premises.
- 10.4 Any notice required to be given by the Developer / Owners shall without prejudice to any other mode of service available be deemed to have been served on the Owners / Developer if it is delivered by hand or sent by prepaid registered post.
- 10.5 Nothing in these presents shall be construed as a demise or assignment or conveyance in Law of the Owners' portion of the Said Premises or any part thereof to the Developer or as creating any right title or interest in respect thereof in the Developer.
- 10.6 The Owners however, shall transfer the Developer's allocation in the Said Premises to the Developer or its nominee or nominees or its transferee or transferees in respect of the Developer's allocation.
- 10.7 It shall be the responsibility of the Developer to demolish the existing old three storied building at the Premises and clear the site for the purpose of construction and sale proceeds all the debris, salvage value and benefits of demolition shall be shared by the Owners and the Developer 50% : 50% ratio basis, provided before demolishing the existing building/structures, the Developer shall make an arrangement of 4 nos. 2BHK unfurnished accommodation within 2km radius of the existing house each for four families on a monthly rental of Rs.15,000/- to Rs.20,000/- per month until delivery of possession of Owners' Allocation at the cost of the Developer, of which two flats will have one car park each. The 2 car parks will be in the same building as the said 2 flats. All shifting charges are to be borne by the Developer. However individual monthly usage electricity bill of the rented accommodation will be borne by the Owners as per the individual meter. In the event





the Developer fails to obtain completion certificate from KMC within 24 months from building plan sanction date of KMC along with 06 months grace, along with Rs.20,000/- (Rupees Twenty Thousand) only per month, as penalty payable to each of the Owners herein shall also continue to pay the monthly rents in respect of the aforesaid alternate accommodation provided to the Owners.

- 10.8 Rent is to be paid in advance by the Developer to the landlords of the flats for every four months till the occupation of the said flats by the Land Owners. Security deposit for rent is also to be paid by the Developer and the flat allottees will refund the said deposit to Developer after getting back from their respective landlords. Brokerage of 04 (four) flats arrangements is to be paid by the Developer. All shifting cost (to and fro) by professional movers and packers are to be provided by the Developer. In case the Developer fails to pay the rent of the accommodation, the allottee/s will continue to pay the rent to their respective landlords and the rent so paid by the allottees will be adjusted from the refundable security deposit at the time of taking possession of the his/her flat/s from the Developer, in respect of the Owners Allocation. The Land Owners will shift to the proposed flats at the Said Premises only after getting a copy of the Completion Certificate from The Kolkata Municipal Corporation and respective Possession Letter of the Owners Allocation issued to every unit holder in the Owners Allocation by the Developer.
- 10.9 The Developer undertakes to construct the new building at the said premises exclusively at its own costs and expenses in accordance with the Building Plan to be sanctioned by The Kolkata Municipal Corporation. If the Developer shall erect any extra floor over and above the Ground plus Four storeyed that should be regularized by the K.M.C. in accordance with law and the cost of construction along with regularization shall be borne by the Developer. The Owners shall be entitled to get 50% of such additional saleable area in addition to the Owners' Allocation and the Developer shall be entitled to remaining 50% of the additional saleable area in addition to the Developer's Allocation. However, in the event Owners determine to dispose off their 50% area in such Fifth Floor after getting the same sanctioned by KMC, in favour of the Developer, the Developer shall pay based on the prevailing circle rate shall pay off adequate consideration to the Owners proportionately.

**ARTICLE- XI**  
**TAX IMPLICATIONS ON TRANSFER OF LANDOWNERS'S SHARE AFTER**  
**COMPLETION OF CONSTRUCTION ACTIVITIES BY DEVELOPER**

11. By virtue of entering into this Development Agreement, the Landowners undertake that upon completion of the construction activities, obtaining the Completion Certificate, possession to the constructed area falling within the share of the Owners, would be handed over to the Owners by the Developer, upon the Owners paying their share of the Goods & Service Tax (GST) as and when applicable through the Developer as per Law of the Land. The liability of paying the Owners' share of Goods and Services Tax shall arise at the time

when the Developer transfers possession or the right in the constructed complex, building or civil structure to the Owners, supplying the development rights by entering into a Conveyance Deed or similar instrument ( e.g. Allotment letter).

**ARTICLE- XII**  
**ARBITRATION**

- 12.1 All disputes and differences between the parties hereto regarding the construction interpretation scope or effect of any of the terms and conditions herein contained or in any way touching or concerning these presents and / or determination of any liability shall be referred to the Arbitration of the joint Arbitration one to be appointed by the Owners and another to be appointed by the Developer under the provisions of the Arbitration and Conciliation Act, 1996. If the joint Arbitrators differ, the joint Arbitrators will be at liberty to appoint an Umpire for taking his decision.
- 12.2 The Joint Arbitrators or the Umpire as the case may be shall have power to give interim awards and / or directions.
- 12.3 The Joint Arbitrators or the Umpire as the case may be shall be entitled to give a speaking award and the parties have agreed to accept the same and shall be bound by the same.
- 12.4 The Joint Arbitrators or the Umpire as the case may be shall have summary powers.
- 12.5 The parties hereto agree and covenant that they have full trust and faith in the Joint Arbitrators and agree to abide by all their awards and / or directors.

**ARTICLE- XIII**  
**JURISDICTION**

13. Courts at Kolkata alone shall have jurisdiction to entertain and try all actions suits and proceedings arising out of these presents.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of a revenue free homestead land containing an area of **5 (Five) Cottahas 10 (Ten) Chittacks** be the same a little more or less together with a three storied old residential building without any lift facility standing thereon total measuring an area of 7560 (Seven Thousand Five Hundred and Sixty) Sq.ft. more or less having cemented flooring, situate and being Plot No. 21 of the surplus lands in Calcutta Improvement Scheme No. LI formed out of old Premises No. 160/2, Upper Chitpore Road in Taluq Sutanuty in the town of then Calcutta now Kolkata, now known as **K.M.C. Premises No. 35, Madan Mohan Tala Street**, having Assessee No. 11-008-31-0023-0, within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 8, under Police Station – Shyampukur, Kolkata – 700 005, District – Kolkata and the entire premises is butted and bounded by :



- ON THE NORTH** : By 60' ft. wide K.M.C. Road;
- ON THE SOUTH** : By Plot No. 17 in Calcutta Improvement Trust Scheme No.LI
- ON THE EAST** : By Plot No. 22 in Calcutta Improvement Trust Scheme No.LI;
- ON THE WEST** : By Plot Nos. 19 & 20 in Calcutta Improvement Trust Scheme No.LI.

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(OWNERS' ALLOCATION)**

Shall mean the Owners shall jointly get from the Developer 50% of the sanction residential/commercial portion, if any i.e. to say the Owners shall jointly get Entire Second Floor and Entire Third Floor flat area consisting of two residential flats in each floor in the proposed multi-storied building and also 50% of the Ground Floor area including Car Parking Space in the proposed building arising out of their aforesaid Premises together with proportionate share and/or interest in the open spaces And together with an undivided proportionate share and/or interest in the Land. Besides above the Owners herein shall get from the Developer a refundable security deposit amount of Rs.1,00,00,000/- (Rupees One Crore) only out of which (a) Rs.50,00,000/- (Rupees Fifty Lac Only) is paid equally to all the Land Owners at the time of execution and registration of this Development Agreement, as mentioned in the Memo of Consideration herein below and the balance (b) Rs.50,00,000/- (Rupees Fifty Lac) only will be paid by the Developer to the Owners in equal ratio at the time of getting peaceful vacant possession of the Said Premises. The security deposit will be refunded by the Land Owners to the Developer at the time of taking possession of their individual flats with possession letter to be issued by the Developer, along with Completion Certificate from the Kolkata Municipal Corporation. If any of the Land Owners default to refund the deposit on time, the Developer will allow two months to the defaulter and even after that he/she defaults, the Developer will be at liberty to dispose off the flat of the defaulter at the prevalent market price and pay the defaulter the sale proceeds after adjusting the unrecovered security deposit.

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

Shall mean rest 50% of the sanction residential/commercial portion, if any i.e. to say the Developer shall get Entire First Floor and Entire Fourth Floor in the proposed multi-storied building and also 50% of the Ground Floor area including Car Parking Space in the proposed building arising out of their aforesaid Premises together with proportionate share and/or interest in the open spaces And together with an undivided proportionate share and/or interest in the Land save and except the above mentioned Owners' Allocation.

Both the Owners and the Developer mutually agreed that after obtaining the building plan sanctioned from the Building Department of the Kolkata Municipal Corporation and determination of Floor Area Ratio (FAR) in the proposed multi-storeyed building at the Said Premises, the

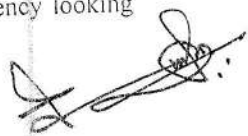
Parties hereto shall execute a Supplementary Agreement (which shall contemplate the entire Owners individual Allocation of flats and car parks, by specifying the allocation of units, floor number, super built-up area and name of the respective Owners.

**THE FOURTH SCHEDULE AS REFERRED TO ABOVE**  
**COMMON AREAS INSTALLATIONS AND FACILITIES**

1. Entrance of the building complex.
2. Entrance lobby in the ground floor of the building.
3. Stair cases of the building along with their full and half landings with stair cover on the ultimate roof.
4. Concealed Electrical wiring and fittings of the staircases, lobby and landings and separate electric meter/s in the ground floor, Lift and lift machine room of the building.
5. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats of the said building.
6. Underground water reservoir for municipal water.
7. Water waste and sewerage evacuation pipes from the flats to drains and sewers common to the said building and from the building to the Municipal drains.
8. Boundary walls and ultimate roof of the building.
9. Open area on the ground floor within the boundary wall outside the building, Care Taker's Room and common W.C. on Ground Floor, if any.
10. Outlet drainage and sewerage.

**COMMON EXPENSES**

1. **MAINTENANCE** : All costs and expenses for maintaining, whitewashing, painting, repainting, repairing, renovating and replacing the common areas machineries, equipments installations and accessories for common services, utilities and facilities including the outer walls of the buildings.
2. **OPERATIONAL** : All expenses for running and operating all machineries, equipments, installations and accessories for common facilities and utilities including water pump with motor etc.
3. **STAFF** : The salaries of and all other expenses of the staff to be employed for the common purpose.
4. **ASSOCIATION** : Establishment and all other expenses of the Association including its formation and also similar expenses of the Owners or any agency looking after the common purposes until handing over the same to the Association.





5. **TAXES** : Municipal and other rates, taxes and levies and all other outgoings in respect of the premises save those assessed separately in respect of any Unit.
6. **COMMON UTILITIES** : Expenses for serving / supply of common facilities and Utilities including electricity, water etc. and all charges incidental thereto.
7. **RESERVES** : Creation of funds for replacement, renovation and / or other periodic expenses.
8. **OTHERS** : All other expenses and / or outgoings including litigation expenses as are incurred by the OWNERS and / or the Association for the common purposes.

### SPECIFICATION OF THE CONSTRUCTION

The Quality of the Structures as well as the specification, guidelines regarding strength of the building etc. of concerned authority shall be followed by the Developer.

Nature of Construction	
R.C.C column with ACC/Ultratech cement and SRMB/Shyam steel iron rods, structure, with 8" thick external and 3" & 5" thick brick partition walls, inside will be finished by cement and finished with plaster of paris and outer walls will be plastered and finished with cement based paints. The height of each floor will be as per KMC rules.	
<u>DOORS</u>	
a) Painted wooden main door, solid core flush door with lock and latches. Other doors painted flush door with mortice locks.	
b) Wooden door frame as approved by the Architect.	
c) Anodized tower bolt 8" long from inside	
d) Electric bell point	

<b>Living / Dining / Lobby / Passage</b>	
<b>Floor</b>	Marble / Vitrified Tiles Wash Basin in the Living/Dining Space
<b>Walls &amp; Ceiling</b>	Plaster of Paris (Ready to Paint)
<b>Bedrooms</b>	
<b>Floor</b>	Marble / Vitrified Tiles
<b>Walls &amp; Ceiling</b>	Plaster of Paris (Ready to Paint)
<b>Kitchen</b>	

<b>Walls</b>	Vitrified Joint Free tiles up to 2'-0" on counter walls and wash areas, Balance Plaster of paris ( Ready to Paint) Dado of cooking platform built with ceramic tiles
<b>Floor</b>	Anti-skid Vitrified tiles.
<b>Counter</b>	Black Granite Counter.
<b>Fitting / Fixtures</b>	Stainless Steel Sink with Jaquar / Kohler / Roca fittings.
<b>Ceiling</b>	Plaster of paris (Ready to Paint)
<b>Bathrooms</b>	
<b>Walls &amp; Floor</b>	Walls – Joint Free Vitrified tiles, Floor - Anti Skid Ceramic tiles
<b>Sanitary Ware / CP Fittings</b>	Parry ware / Hind ware or equivalent brands sanitary ware and Jaquar / Kohler / Roca CP fittings. Wall hung EWC of CERA or equivalent make in the toilets Western/Indian type with mixer with shower, bibcock, white basin, commode shower
<b>Doors &amp; Windows</b>	
<b>Entrance Doors</b>	Wooden panelled door with sal frame with lock and latches. Electric bell point
<b>Internal Doors</b>	Flush Doors with sal frame with anodized tower bolt 8" long from inside and with mortice lock.
<b>Windows</b>	Powder coated Aluminum windows with sliding glass panels
<b>Balcony</b>	Glass sliding door
<b>Electrical</b>	
Modular switches (Havel's / Anchor or equivalent make) and copper FRLS wiring of Havels/ Finolex.15 AMP power points in all living rooms, bed rooms, kitchen, and toilets for geyser and air-conditioning machines. TV points in living room and all bed rooms, exhaust fan points in kitchen and toilets.  Adequate number of 5 AMP power points in all rooms/other areas.	
<b>Power Backup</b>	For common areas and elevator



<b>Apartment Type</b>	Power Backup at extra cost
<b>A/C Outlets</b>	For all the bed rooms and living rooms. Concealed A/C Pipeline will be provided.
<b>Intercom system</b>	Between apartment to apartment and apartments to all service areas
<b>Stair case-Lobby and stair case with marble finish</b>	
<b>Security System</b>	
CCTV camera surveillance	
<b>Lobby</b>	
<b>Entrance Lobby</b>	Exquisitely designed at ground floor
<b>Other Floors</b>	Combination of one or more of Indian Marble / Granite / Vitrified Tiles, Stone-cladding / Acrylic Emulsion / wall covering
<b>LIFT</b>	6 passenger One/Two as applicable of OTIS/KONE make
<b>Roof</b>	
<b>Flooring</b>	Roof to be finished with roof tiles and standard waterproofing
<b>Driveway &amp; Garage</b>	
<b>Flooring</b>	"Pave It" tiles or similar branded tiles

It is to be noted that if any extra work is done by the Developer beyond the aforesaid specifications, as insisted by the **OWNERS**, for such extra work, the **OWNERS** shall have to pay the necessary differential/additional cost so incurred, to the **DEVELOPER**.

IN WITNESS WHEREOF the Parties have put their respective signature hereto the day, month and year first above written.

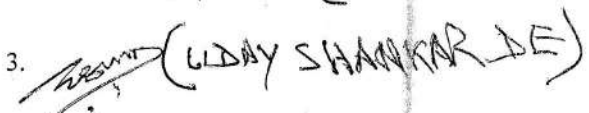
WITNESSES:

1. Sharmila Mahata  
1/A mandalram sen st  
K.L-5

2. ~~Abhinava Bhowan~~  
130/9 Dumdum Road,  
Kolkata - 700074.

1.  Jay Narayan De

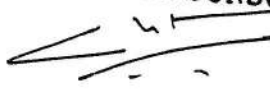
2. Krishna De

3.  (LIDAY SHANKAR DE)

4. Arun Shankar De

SIGNATURE OF THE OWNERS

**SYNERGY CONSULTANTS**



Proprietor

SIGNATURE OF THE DEVELOPER

(CHIRADEEP  
BHATTACHARYA)

Read over, explained in Vernacular to the Parties and admitted to be correct and as per the instructions given by the parties, drafted by me and prepared in my chamber.

 Tapesha Mishra

(TAPESH MISHRA)  
ADVOCATE (Enrol. No.F/1224/07)  
HIGH COURT, CALCUTTA  
Resi-cum-Chamber :69/1, Baghajatin  
Place, Kolkata-700086  
Mob. 9836115120  
Email:tapesha.mishra85@gmail.com



**MEMO OF CONSIDERATION**

Received with thanks from the Developer a sum of Rs.50,00,000.00 (Rupees Fifty Lakh only) by way of refundable amount as mentioned in the Owners' Allocation of this Agreement. The details of which are given below -

<i>Sl. No.</i>	<i>Date</i>	<i>Cheque No.</i>	<i>Name of the Bank and Branch</i>	<i>Amount</i> Rs.
1.	07.07.2023	000501	HDFC Bank Ltd., Rashbehari Avenue Branch.	Rs.12,50,000.00
2.	07.07.2023	000502	-Do-	Rs. Rs.12,50,000.00
3.	07.07.2023	000503	-Do-	Rs. Rs.12,50,000.00
4.	07.07.2023	000504	-Do-	Rs. Rs.12,50,000.00
				<u>Rs.50,00,000.00</u>

(Rupees Fifty Lakh only)

**WITNESSES:**

1. *Shasmita Mahapatra*

2. *Bhramba Biswal*

1. *Ju De (Jagannathan De)*

2. *Krishna De*

3. *(UDAY SHANKAR DE)*

4. *Arun Shankar De*

SIGNATURE OF THE OWNERS

SPECIMEN FORM FOR TEN FINGER PRINTS



<i>J. De</i>	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



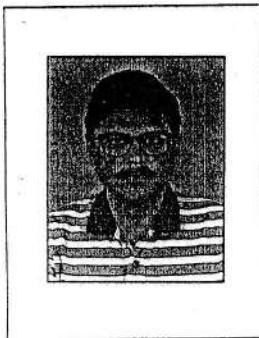
<i>Krishna De</i>	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



<i>Manoj</i>	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



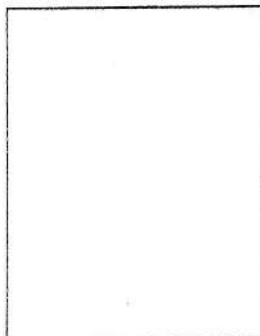
SPECIMEN FORM FOR TEN FINGER PRINTS



A. M. ...	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



A. M. ...	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



	LEFT HAND	Little finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	RIGHT HAND	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

DATED THIS 7<sup>TH</sup> DAY OF JULY 2023

BETWEEN

SRI JOY NARAYAN DE & ORS.

OWNERS

AND

MESSRS SYNERGY CONSULTANTS

DEVELOPER

DEVELOPMENT  
AGREEMENT

**TAPESH MISHRA**  
ADVOCATE  
HIGH COURT CALCUTTA  
69/1, BAGHAJATIN PLACE,  
KOLKATA - 700086  
MOB.9836115120



## Major Information of the Deed

Deed No :	I-1902-09445/2023	Date of Registration	11/07/2023
Query No / Year	1902-2001726806/2023	Office where deed is registered	
Query Date	05/07/2023 8:56:31 PM	A.R.A. - II KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Tapeshe Mishra H C Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9836115120, 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 : 50,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 2,30,97,636/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 50,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Kolkata, P.S:- Shyampukur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Madan Mohantala street, , Premises No: 35, , Ward No: 008 Pin Code : 700005

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	5 Katha 10 Chatak	1/-	1,79,94,636/-	Width of Approach Road: 60 Ft.,
<b>Grand Total :</b>				<b>9.2813Dec</b>	<b>1/-</b>	<b>179,94,636 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	7560 Sq Ft.	1/-	51,03,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 2520 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 2520 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 2, Area of floor : 2520 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>7560 sq ft</b>	<b>1/-</b>	<b>51,03,000 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Joy Narayan De</b> Son of Late Sanbhunath De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: adxxxxx7g, Aadhaar No: 44xxxxxxxx4761, Status :Individual, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence
2	<b>Smt Krishna De</b> Wife of Late Rabi Sankar De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ayxxxxx7h, Aadhaar No: 51xxxxxxxx2077, Status :Individual, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence
3	<b>Shri Uday Shankar De</b> Son of Late Luxmi Narayan De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: agxxxxx1g, Aadhaar No: 34xxxxxxxx7082, Status :Individual, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence
4	<b>Shri Arun Shankar De</b> Son of Late Luxmi Narayan De 35, Madan Mohan Tala Street, City:- Kolkata, P.O:- Hatkhola, P.S:-Shyampukur, District:-Kolkata, West Bengal, India, PIN:- 700005 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: agxxxxx6j, Aadhaar No: 29xxxxxxxx4497, Status :Individual, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 07/07/2023 , Admitted by: Self, Date of Admission: 07/07/2023 ,Place : Pvt. Residence

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Messrs Synergy Consultants</b> 19A, Palit Street, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019 , PAN No.:: ahxxxxx4q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri Chiradeep Bhattacharya (Presentant )</b> Son of Late Chiranjib Bhattacharya 25/26, Moore Avenue, City:- , P.O:- Regent Park, P.S:-Regent Park, District:-South 24-Parganas, West Bengal, India, PIN:- 700040, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ahxxxxx4q, Aadhaar No: 53xxxxxxxx6448 Status : Representative, Representative of : Messrs Synergy Consultants (as Sole Proprietor)



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr SWARUP BOSE</b> Son of Mr LAKSHMI KANTA BOSE High Court, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001			
Identifier Of Shri Chiradeep Bhattacharya, Shri Joy Narayan De, Smt Krishna De, Shri Uday Shankar De, Shri Arun Shankar De			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Joy Narayan De	Messrs Synergy Consultants-2.32031 Dec
2	Smt Krishna De	Messrs Synergy Consultants-2.32031 Dec
3	Shri Uday Shankar De	Messrs Synergy Consultants-2.32031 Dec
4	Shri Arun Shankar De	Messrs Synergy Consultants-2.32031 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	Shri Joy Narayan De	Messrs Synergy Consultants-1890.00000000 Sq Ft
2	Smt Krishna De	Messrs Synergy Consultants-1890.00000000 Sq Ft
3	Shri Uday Shankar De	Messrs Synergy Consultants-1890.00000000 Sq Ft
4	Shri Arun Shankar De	Messrs Synergy Consultants-1890.00000000 Sq Ft

Endorsement For Deed Number : I - 190209445 / 2023

On 07-07-2023

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

Presented for registration at 19:10 hrs on 07-07-2023, at the Private residence by Shri Chiradeep Bhattacharya ,

**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 2,30,97,636/-

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

Execution is admitted on 07/07/2023 by 1. Shri Joy Narayan De, Son of Late Sanbhunath De, 35, Madan Mohan Tala Street, P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Business, 2. Smt Krishna De, Wife of Late Rabi Sankar De, 35, Madan Mohan Tala Street, P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession House wife, 3. Shri Uday Shankar De, Son of Late Luxmi Narayan De, 35, Madan Mohan Tala Street, P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Service, 4. Shri Arun Shankar De, Son of Late Luxmi Narayan De, 35, Madan Mohan Tala Street, P.O: Hatkhola, Thana: Shyampukur, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700005, by caste Hindu, by Profession Service

Indetified by Mr SWARUP BOSE, , Son of Mr LAKSHMI KANTA BOSE, High Court, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

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

Execution is admitted on 07-07-2023 by Shri Chiradeep Bhattacharya, Sole Proprietor, Messrs Synergy Consultants (Sole Proprietorship), 19A, Palit Street, City:- , P.O:- Ballygunge, P.S:-Bullygunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019

Indetified by Mr SWARUP BOSE, , Son of Mr LAKSHMI KANTA BOSE, High Court, P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

*fm2*

Satyajit Biswas

ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA

Kolkata, West Bengal

On 11-07-2023

**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.

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 50,021.00/- ( B = Rs 50,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2023 1:27PM with Govt. Ref. No: 192023240121339758 on 06-07-2023, Amount Rs: 50,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 9614112451023 on 06-07-2023, Head of Account 0030-03-104-001-16



**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,921/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 10687, Amount: Rs.100.00/-, Date of Purchase: 06/07/2023, Vendor name: S Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2023 1:27PM with Govt. Ref. No: 192023240121339758 on 06-07-2023, Amount Rs: 39,921/-, Bank: SBI EPay (SBiePay), Ref. No. 9614112451023 on 06-07-2023, Head of Account 0030-02-103-003-02

*Signature*

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1902-2023, Page from 304424 to 304464  
being No 190209445 for the year 2023.



Digitally signed by SATYAJIT BISWAS  
Date: 2023.07.18 12:43:37 -07:00  
Reason: Digital Signing of Deed.

*Signature*

(Satyajit Biswas) 2023/07/18 12:43:37 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - II KOLKATA  
West Bengal.

SYNERGY CONSULTANTS

Proprietor

(This document is digitally signed.)