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Witnessed that the document is admitted for  
Registration. The signature sheets and the  
attestation sheets attached with the  
document are the part of this document.

*[Signature]*  
District Sub-Register-11  
Alipore, South 24-Parganas

22 NOV 2024

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** is made on this the 22<sup>nd</sup> day of

November, Two Thousand Twenty Four (2024)

**BETWEEN**

*Koeli Banerjee*  
*[Signature]*

**(1) MRS. KOELI BANERJEE (PAN- AXOPB5923E & AADHAAR NO. 6953 5579 0037,** wife of Late Supriyo Banerjee, by faith- Hindu, by Nationality- Indian, by occupation- Housewife **(2) MR. SUMIT BANERJEE (PAN- AJCPB9337L & AADHAAR NO. 9313 4396 1640,** son of Late Supriyo Banerjee, by faith- Hindu, by Nationality- Indian, by occupation- Service, both are residing at 9B, Mahim Halder Street, Post Office & Police Station – Kalighat, Kolkata-700026, hereinafter jointly called and referred to as the **"OWNERS"** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, legal representatives and/or assigns) of the **ONE PART.**

**A N D**

**SIDHA DEVELOPERS,** a Proprietorship Firm, having its office at P-1, Niva Park (Phase-1), Brahmapur, Post Office - Bansdrone, Police Station - Bansdrone, Kolkata- 700096, represented by its sole proprietor **RAMESH KUMAR JHA (PAN ACSPJ1973D, & AADHAAR NO. 3350 1389 4729)** son of Shiv Narayan Jha, by faith - Hindu, by Nationality- Indian, by occupation- Business, residing at, MG-11, Niva Park (Phase-1), Brahmapur, Post Office - Bansdrone, Police Station - Bansdrone, Kolkata-700096, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, legal representatives and/or assigns) of the **OTHER PART.**

**WHEREAS** one Priya Nath Chatterjee, since deceased, was the absolute owner in respect of the various moveable and immovable properties, buildings and messuages, including the properties, morefully described in the Schedule hereunder written. The said Priya Nath Chatterjee died in or about 1932. The said Priya Nath Chatterjee had three daughters namely Bireswari Banerjee, Sashthi Dassi Debi (Mukherjee) and Saraswati Debi (Banerjee)The said Bireswari Banerjee predeceased her father in or about 1922 leaving behind one son Debobrata Banerjee and a daughter Shanti Mukherjee and in terms of the prevalent law prior to the promulgation of the Hindu Law of 1956, the entire property of Priya Nath Bhattacharjee devolved after his death on his two daughters Sashthi Dassi Debi (Mukherjee) and Saraswati Debi (Banerjee) in equal share and they while

being jointly seized and possessed of the same brought up their said nephew Debobrata Banerjee under their custody and care while he grew up and established himself.

**AND WHEREAS** by a verbal family settlement the said two sisters absolutely allotted to the said Debobrata Banerjee a demarcated portion of the said premises no. 9B, Mahim Haider Street and assigned premises no. 9E, Mahim Haider Street, Kolkata- 700026 delivered possession of the same to him.

**AND WHEREAS** while being thus seized and possessed all the other properties i.e. **PART-I - Half or 50% of ALL THAT** piece and parcel of land measuring about 01 Cottah 0 Chittack together with more than 80 years old 1 (one) storied building standing thereon having a total covered area of 300 Square Feet (cement flooring] more or less lying and situated at Premises No. 9A, Mahim Halder Street, Police Station - Kalighat, Kolkata- 700026 K.M.C. Ward No. 083, K.M.C. Assessee No. 110832100079, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH: By 9B, Mahim Haider Street. ON THE SOUTH: By 12 feet wide K.M.C. Road. ON THE EAST : By 9C, Mahim Haider Street. ON THE WEST : By 6 feet wide K.M.C. Road; **Road Zone: (Mahakali Pathsala- Kalighat Road(Slum Area)), AND PART-II - ALL THAT** piece and parcel of land measuring about 2 Cottahs 7 Chittacks 8 Square Feet together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2400 Square Feet (cement flooring) i.e. 1200 Square Feet in the Ground floor, 1200 Square Feet in the First floor lying and situated at Premises No. 9B, Mahim Halder Street, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110832100080, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 19 and 19/2, Mahim Haider Street. ON THE SOUTH : By 9A, Mahim Haider Street. ON THE EAST: By 9C, Mahim Haider Street. ON THE WEST : By 6 feet wide KM.C. Road. **Road Zone: (Mahakali Pathsala- Kalighat Road(Slum Area)), AND PART-II - ALL THAT** piece and parcel of land measuring about 0 Cottahs 2 Chittacks 21 Square Feet together with more than 80 years old 1 (one) storied

building standing thereon having a total covered area of 90 Square Feet (cement flooring) lying and situated at Premises No. 9F, Mahim Haider Street, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110832100651, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 9A. Mahim Haider Street. ON THE SOUTH: By 12 feet wide K.M.C. Road. ON THE EAST : By 9C, Mahim Haider Street. ON THE WEST: By 6 feet wide K.M.C. Road. **Road Zone: (Mahakali Pathsala- Kalighat Road(Slum Area)), AND PART-IV - ALL THAT** piece and parcel of land measuring about 3 Cottahs, 0 Chittacks together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2100 Square Feet (cement flooring) i.e. 1400 Square Feet in the Ground floor, 700 sq. ft. in the First floor lying and situated at Premises No. 59, Halderpara Road now Gurupada Haider Road, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110831000820, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By S7A, Gurupada Haider Road. ON THE SOUTH : By 8 feet wide Common Passage and 21, Kali Temple Road. ON THE EAST : By 23, Kali Temple Road. ON THE WEST : By 58, Gurupada Haider Road, **AND PART-V - ALL THAT** piece and parcel of land measuring about 2 Cottahs, 2 Chittacks 36 Square Feet together with more than 80 years old R.T. shed structure measuring about 1000 Square Feet (cement flooring) standing thereon lying and situated at Premises No. 16, Monohar Pukur Road now 16T, Satyendra Nath Majumder Sarani, Police Station - Lake, Kolkata- 700029, K.M.C. Ward No. 084, K.M.C. Assessee No. 110841103403, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages. Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 4 feet wide Common Passage. ON THE SOUTH : By 8 feet Common Passage. ON THE EAST : By 4 feet Common Passage. ON THE WEST : By 4 feet Common Passage. **Road Zone: Basusree Cinema- Sarat Bose Road (Premises Nos. 1 to 18/2, 107 to rest), AND PART-VI - ALL THAT** piece and parcel of land measuring about 3 (three) Cottahs 5 (Five) Chittacks and 40.5 (Forty point Five) Square Feet together with more than 80 years old 2 (two) storied

building standing thereon having a total covered area of 4320 Square Feet (cement flooring) i.e. 2160 Square Feet in the Ground floor, 2160 Square Feet in the First floor lying and situated at Premises No. 148, Kalighat Road, Police Station - Kalighat, Kolkata - 700026 K.M.C. Ward No. 083, K.M.C. Assessee No. 110831600410, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages. Sewerage, Water connection etc. which is butted and bounded as ON THU NORTH : By 10 feet wide K.M.C Road. ON THE SOUTH: By Premises No, 150A, Kalighat Road. ON THE EAST : By Kalighat Road. ON THE WEST : By Premises No. 146 Kalighat Road. **Road Zone : ((slum2) Hazra Road - Kalighat Mandir (Premises No. 116-238 all even), AND PART-VII - ALL THAT** Palas of Sree Sree Kali Mata Thakurani, Kali Temple, Kalighat mentioned as (1) Two palas of 8 annas each and every year, (2) One pala of 8 annas allotted in intervals every few years, (3) One pala of 7 annas and one and a half paise every year for two years and in every third year the same pala share is 4 annas and one and a half paise, (4) One pala of 2.5 annas and 2.5 gondas every year, (5) One pala of 2 annas every year and (6) One pala of 1.25 paise every year, **AND PART-VIII - 50% of ALL THAT** piece and parcel of land measuring about 30 Square Feet named as Satyanaran Mandir together with more than 80 years old 1 (one) storied building standing thereon having a total covered area of 30 Square Feet (cement flooring) lying and situated at Premises No. 148, Kalighat Road, Police Station - Kalighat, Kolkata- 700026. **Road Zone : ((slum2) Hazra Road - Kalighat Mandir (Premises No. 116-238 all even),** and various other properties the said Sasthi Dassi (Mukherjee) instituted a suit for partition in respect of the said properties in the year 1962 before the then 4<sup>th</sup> Court of Subordinate judge at Alipore which was registered as Title Suit No.45 of 1962. The said Title Suit No. 45 of 1962 was ultimately decreed in final form in terms of a compromise decree as between them effective from 15<sup>th</sup> September, 1962 and thereby the properties which demised in favour of the said Saraswati Debi (Banerjee) are morefully described in the **aforsaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** and the said properties became the properties of her own and she subsequent to the said final decree became absolutely seized and possessed of the properties mentioned in the **aforsaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII**. The said decree was signed by the Court on 4<sup>th</sup> January, 1963.

**AND WHEREAS** by the said compromise decree the properties mentioned in the **aforsaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** was absolutely allotted to said Saraswati Debi as her exclusive allocation bereft of any other persons having any right thereof with all the rights and privileges to deal with the said properties according to her own wish.

**AND WHEREAS** it would also appear from the said Deed of Compromise that some properties were left to be otherwise used by the parties to that particular suit jointly e.g. premises no. 9A, Mahim Halder Street which is commonly known as Durgabari and the Satyanarayan Mandir at premises no. 148, Kalighat Road as also palas of Sri Sri Kali Mata Thakurani at Kalighat.

**AND WHEREAS** the parties to this Deed of Partition are the heirs by inheritance of the said Saraswati Debi (Banerjee).

**AND WHEREAS** said Saraswati Debi (Banerjee) died intestate on 17.01.1987 leaving behind four sons namely Arun Prakash Banerjee, Amit Banerjee, Supriya Banerjee and Subrata Banerjee and three daughters namely Subhra alias Suvra Mukherjee, Sudipta Mukherjee and legal heirs of her deceased daughter Krishna Mukherjee (died on 08.3.1982) namely Prabir Mukherjee now deceased and Smt Debjani Chatterjee and Smt. Joyoti Chatterjee who jointly inherited all the properties as morefully described in the **aforsaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** in equal 1/7<sup>th</sup> share therein.

**AND WHEREAS** said Arun Prakash Banerjee died issueless and intestate on 10.02.1990 leaving his widow Shefali Banerjee who inherited the undivided 1/7<sup>th</sup> share in the **aforsaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** left by him.

**AND WHEREAS** said Shefali Banerjee, Sukriti @ Sukrity Banerjee, Soma alias Abira Chatterjee and Supriya Banerjee as plaintiffs filed a suit being Title Suit No. 121 of 1995 in the Ld. 4<sup>th</sup> Court of Civil Judge (Senior Division) at Alipore which was decreed in preliminary form on 30.06.2003

to have declaring plaintiffs of the said suit undivided 3/7\* share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII.**

However no Final Decree has been drawn in the said Title Suit No. 121 of 1995.

**AND WHEREAS** said Shefali Banerjee died on 03.02.2011 leaving a WILL dated 16.07.1998 by which she divested her undivided 1/7<sup>th</sup> share in favour of Sanjay Banerjee,(since deceased) as the sole executor in respect of the said WILL. The executor i.e. Sanjay Banerjee, since deceased, of the said WILL had applied for grant of Probate of the said WILL being Act 39 Case No. 73 of 2011 before the Ld. District Delegate at Alipore.

**AND WHEREAS** said Sanjay Banerjee died bachelor on 20.05.2021 and upon his demise his mother Koeli Banerjee applied for and obtained Letters of Administration in respect of the said WILL of Shefali Banerjee from Ld. District Delegate of 24-Parganas at Alipore in Act 39 Case No. 73 of 2011 (L.A.).

**AND WHEREAS** upon demise of said Sanjay Banerjee (since deceased) the First Party Nos. 1 and 2 together became entitled to undivided 2/7<sup>th</sup> share in the property described in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** i.e. 1/7<sup>th</sup> share by inheritance from Supriya Banerjee and 1/7<sup>th</sup> share by the WILL of Shefali Banerjee, wife of Late Arun Prakash Banerjee.

**AND WHEREAS** by virtue of the said Letters of Administration dated 25.01.2023 of the WILL of said Shefali Banerjee said Koeli Banerjee became entitled to undivided 1/7<sup>th</sup> share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** left by said Shefali Banerjee.

**AND WHEREAS** said Supriya Banerjee died intestate on 28.08.2001 leaving his wife Koeli Banerjee, the First Party No. 1 and two sons namely Sumit Banerjee, the First Party No. 2 and Sanjay Banerjee (since deceased) who jointly inherited the undivided 1/7<sup>th</sup> share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** left by him.

**AND WHEREAS** said Amit Banerjee died intestate on 04.01.1994 leaving his wife Sukriti @ Sukrity Banerjee and one daughter namely Soma Chatterjee alias Abira Chatterjee, who jointly inherited the undivided 1/7<sup>th</sup> share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII.**

**AND WHEREAS** said Sukriti @ Sukrity Banerjee and Soma Chatterjee alias Abira Chatterjee the First Party No. 3 gifted their undivided 1/7<sup>th</sup> share in Premises No. 9A, 9B and 9F, Mahim Halder Street, Kolkata - 700026, 59, Halder Para Road now Gurupad Halder Road, Kolkata - 700026 and 16, Manohar Pukur Road now 16T, Satyendra Nath Majumder Sarani, Kolkata - 700026 out of the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** to Sumit Banerjee, by a Deed of Gift dated 07.09.2021 which was registered in the Office of the District Sub-Registrar-II, South 24-Parganas and recorded in Book No. I, Volume No. 1602-2021, pages from 307789 to 307815, being Deed No. 160207326, for the year 2021 who duly accepted the said Gift.

**AND WHEREAS** Mrs. Koeli Banerjee and Mr. Sumit Banerjee thus jointly have undivided 3/7<sup>th</sup> share in the properties at Premises No. 9A, 98 and 9F, Mahim Halder Street, Kolkata - 700026, 59, Haider Para Road now Gurupada Halder Road, Kolkata - 700026 and 16, Manohar Pukur Road now 16T, Satyendra Nath Majumder Sarani, Kolkata - 700026 out of the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** and said Mrs. Koeli Banerjee and Mr. Sumit Banerjee jointly have 3/7<sup>th</sup> share in the property at 148, Kalighat Road, Kolkata - 700026 together with the Satya Narayan Mandir at the said property and also together with undivided shares in the palas of Sri Sri Kali Mata Thakurani as mentioned in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII.**

**AND WHEREAS** said Subrata Banerjee died intestate on 29.10.2003 leaving his wife Manjusree Banerjee, and only son Debraj Banerjee, who jointly inherited the undivided 1/7<sup>th</sup> share in all the properties left by said Saraswati Devi alias Saraswati Banerjee.

**AND WHEREAS** said Subhra alias Suvra Mukherjee died intestate on 31.07.2021 leaving her husband Netal Mukherjee, one son Naba Kumar Mukherjee and one daughter Shukla Mukherjee, who jointly inherited the undivided 1/7<sup>th</sup> share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** left by said Subhra alias Suvra Mukherjee.

**AND WHEREAS** said Krishna Mukherjee, the deceased daughter of said Saraswati Devi died intestate on 08.03.1982 leaving her husband Prabir Mukherjee and two daughters namely Debjani Chatterjee and Joyoti Chatterjee.

**AND WHEREAS** subsequently said Prabir Mukherjee died intestate on 31.07.2019 leaving his above named daughters Debjani Chatterjee and Joyoti Chatterjee, who jointly inherited the undivided 1/7<sup>th</sup> share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** left by said Krishna Mukherjee.

**AND WHEREAS** said Sudipta Mukherjee died intestate on 27.08.2021 leaving her husband Jyotirmoy Mukherjee alias Basudeb Mukherjee and two sons namely Pradipta Mukherjee alias Pradipto Mukherjee and Prosenjit Mukherjee, who jointly inherited the undivided 1/7<sup>th</sup> share in the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** left by said Sudipta Mukherjee.

**AND WHEREAS** by a Deed of Gift dated 25.02.2022 Mr. Debraj Banerjee, Netal Chandra Mukherjee, Mr. Naba Kumar Mukherjee, Shukla Mukherjee, Debjani Chatterjee, Joyoti Chatterjee, Mr. Jyotirmoy Mukherjee, Pradipta Mukherjee alias Pradipto Mukherjee and Prosenjit Mukherjee jointly gifted their undivided shares being 50% or undivided half share in the landed property at Premises No. 148, Kalighat Road, Kolkata - 700026 unto and in favour of Mrs. Manjusree Banerjee which was registered in the Office of the District Sub-Registrar-V, South 24-Parganas and recorded in Book No. I, Volume No. 1630-2022, pages from 94899 to 94951, being Deed No. 163002219 for the year 2022 who duly accepted the said Gift.

**AND WHEREAS** said Mrs. Manjusree Banerjee has undivided 8/14<sup>th</sup> share (i.e. 1/14<sup>th</sup> share by inheritance from her husband Late Subrata Banerjee and 7/14<sup>th</sup> share by virtue of the Gift Deed dated 25.02.2022) in the

property at Premises No. 148, Kalighat Road, Kolkata - 700026 and said Mrs. Manjusree Banerjee, Mr. Debraj Banerjee, Netai Chandra Mukherjee, Mr. Naba Kumar Mukherjee, Shukla Mukherjee, Debjani Chatterjee, Joyoti Chatterjee, Mr. Jyotirmoy Mukherjee, Pradipta Mukherjee alias Pradipto Mukherjee and Prosenjit Mukherjee jointly have 4/7<sup>th</sup> share in the other properties of the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** together with Satya Narayan Mandir and also together with undivided share in the palas of Sri Sri Kali Mata Thakurani.

**AND WHEREAS** since there have been several disputes and differences between the parties i.e. Mrs. Koeli Banerjee, Mr. Sumit Banerjee, Soma Chatterjee alias Abira Chatterjee, Mrs. Manjusree Banerjee, Mr. Debraj Banerjee, Netai Chandra Mukherjee, Mr. Naba Kumar Mukherjee, Shukla Mukherjee, Debjani Chatterjee, Joyoti Chatterjee, Mr. Jyotirmoy Mukherjee, Pradipta Mukherjee alias Pradipto Mukherjee and Prosenjit Mukherjee regarding joint possession and enjoyment of the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** and to avoid any future litigation, they mutually decided to get Partition Deed in respect of the aforesaid property.

**AND WHEREAS** thereafter said Mrs. Koeli Banerjee, Mr. Sumit Banerjee, Soma Chatterjee alias Abira Chatterjee, AS PARTY OF THE FIRST PARTY AND Mrs. Manjusree Banerjee, Mr. Debraj Banerjee, Netai Chandra Mukherjee, Mr. Naba Kumar Mukherjee, Shukla Mukherjee, Debjani Chatterjee, Joyoti Chatterjee, Mr. Jyotirmoy Mukherjee, Pradipta Mukherjee alias Pradipto Mukherjee and Prosenjit Mukherjee, AS PARTY OF THE SECOND PARTY jointly have registered a DEED OF PARTITION dated 25<sup>th</sup> July, 2023 in respect of the **aforesaid property i.e. PART-I, PART-II, PART-III, PART-IV, PART-V, PART-VI, PART-VII, PART-VIII** and the said DEED OF PARTITION was registered in the office of District Sub-Registrar-V Alipore, South 24-Parganas and recorded in Book No. I, Volume No. 1630-2023, Pages from 63674 to 63712, Deed No. 163002213, for the year 2023.

**AND WHEREAS** by virtue of aforesaid registered DEED OF PARTITION dated 25<sup>th</sup> July, 2023, said Mrs. Koeli Banerjee and Mr. Sumit Banerjee, AS PARTY OF THE FIRST PARTY therein have got **PART-I - Half or 50%**

of **ALL THAT** piece and parcel of land measuring about 01 Cottah, 0 Chittacks together with more than 80 years old 1 (one) storied building standing thereon having a total covered area of 300 Square Feet (cement flooring] more or less lying and situated at Premises No. 9A, Mahim Halder Street, Police Station - Kalighat, Kolkata- 700026 K.M.C. Ward No. 083, K.M.C. Assessee No. 110832100079, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages. Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH: By 9B, Mahim Halder Street. ON THE SOUTH: By 12 feet wide K.M.C. Road. ON THE EAST: By 9C, Mahim Halder Street. ON THE WEST : By 6 feet wide K.M.C. Road; **Road Zone: (Mahakali Pathsala- Kalighat Road(Slum Area)), AND PART-II - ALL THAT** piece and parcel of land measuring about 2 Cottahs, 7 Chittacks 8 Square Feet together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2400 Square Feet (cement flooring) i.e. 1200 Square Feet in the Ground floor, 1200 Square Feet in the First floor lying and situated at Premises No. 9B, Mahim Halder Street, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110832100080, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 19 and 19/2, Mahim Halder Street. ON THE SOUTH : By 9A, Mahim Halder Street. ON THE EAST: By 9C, Mahim Halder Street. ON THE WEST : By 6 feet wide KM.C. Road. **Road Zone: (Mahakali Pathsala- Kalighat Road(Slum Area)), AND PART-II - ALL THAT** piece and parcel of land measuring about 0 Cottahs 2 Chittacks 21 Square Feet together with more than 80 years old 1 (one) storied building standing thereon having a total covered area of 90 Square Feet (cement flooring) lying and situated at Premises No. 9F, Mahim Halder Street, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110832100651, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 9A. Mahim Halder Street. ON THE SOUTH: By 12 feet wide K.M.C. Road. ON THE EAST : By 9C, Mahim Halder Street. ON THE WEST: By 6 feet wide K.M.C. Road. **Road Zone: (Mahakali Pathsala- Kalighat Road(Slum Area)), AND PART-IV - ALL THAT** piece and parcel of land measuring about 3 Cottahs, 0 Chittacks

together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2100 Square Feet (cement flooring) i.e. 1400 Square Feet in the Ground floor, 700 sq. ft. in the First floor lying and situated at Premises No. 59, Halderpara Road now Gurupada Halder Road, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110831000820, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 57A, Gurupada Halder Road. ON THE SOUTH : By 8 feet wide Common Passage and 21, Kali Temple Road. ON THE EAST : By 23, Kali Temple Road. ON THE WEST : By 58, Gurupada Halder Road, **AND PART-V - ALL THAT** piece and parcel of land measuring about 2 Cottahs, 2 Chittacks 36 Square Feet together with more than 80 years old R.T. shed structure measuring about 1000 Square Feet (cement flooring) standing thereon lying and situated at Premises No. 16, Monohar Pukur Road now 16T, Satyendra Nath Majumder Sarani, Police Station - Lake, Kolkata- 700029, K.M.C. Ward No. 084, K.M.C. Assessee No. 110841103403, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages. Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 4 feet wide Common Passage. ON THE SOUTH : By 8 feet Common Passage. ON THE EAST : By 4 feet Common Passage. ON THE WEST : By 4 feet Common Passage. **Road Zone: Basusree Cinema- Sarat Bose Road (Premises Nos. 1 to 18/2, 107 to rest), AND PART-VI - ALL THAT** Palas of Sree Sree Kali Mata Thakurani, Kali Temple, Kalighat as mentioned hereunder -

1. 60% of two palas of 8 annas each and every year.
2. 60% of one pala of 8 annas allotted in intervals every few years.
3. 60% of one pala of 7 annas and one and a half paisa every year for two years and in every third year the same pala share is 4 annas and one and a half paisa.
4. 60% of one pala of 2.5 annas and 2.5 gondas every year.
5. 60% of one pala of 2 annas every years.
6. 60% of one pala of 1.25 paisa every year.

It is also understood, agreed and acted upon that the legal heirs of Saraswati Debi (Banerjee) did not receive their share of money in respect

of the palas of Sree Sree Kalimata Thakurani since from the month of April of the year 1994. All out efforts need be made out by the persons to see to it that the accrued money is received entirely by the party numbers 1 and 2 of first party therein and that the parties of the second party therein shall have no claim whatsoever in respect of the said accrued money from the palas including their heirs, executors and administrators. Parties have set and put their hand seal according to their own volition.

AND WHEREAS after getting of the said property, the said Mrs. Koeli Banerjee and Mr. Sumit Banerjee, the Landowner Nos. 1 & 2 herein have got mutated their name in the record of the Kolkata Municipal Corporation in respect of their aforesaid one of other properties lying and situate at Premises No. 59, Halderpara Road now Gurupada Halder Road, Police Station - Kalighat, Kolkata - 700026, having its Assessee No. 110831000820.

AND WHEREAS thus by virtue of the aforesaid Deed of Partition, the said Mrs. Koeli Banerjee and Mr. Sumit Banerjee, the Landowners herein, become the sole and absolute joint owners and possessors in respect of their aforesaid one of the other parties of **ALL THAT PART-IV** piece and parcel of land measuring about 3 Cottahs 0 Chittack together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2100 Square Feet (cement flooring) i.e. 1400 Square Feet in the Ground floor, 700 sq. ft. in the First floor lying and situated at Premises No. 59, Halderpara Road now Gurupada Halder Road, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110831000820, TOGETHER WITH all common rights, amenities and facilities attached with the said property including the drainages, Sewerage, Water connection etc. which is butted and bounded as ON THE NORTH : By 57A, Gurupada Halder Road. ON THE SOUTH : By 8 feet wide Common Passage and 21, Kali Temple Road. ON THE EAST : By 23, Kali Temple Road. ON THE WEST : By 58, Gurupada Halder Road.

AND WHEREAS since then the Landowners herein have been seizing and possessing of their aforesaid property without any claim, demand, attachments, encumbrances whatsoever from any corner by paying rents and taxes to the appropriate authorities.

AND WHEREAS the present Landowners herein in order to develop their property have decided to construct a new multi storied building by demolishing the present structure and for which the Landowners herein search of a competent Developer vastly experienced in development work including construction of several storied building.

AND WHEREAS after knowing Intention of the aforesaid Landowners, the Developer herein approached to the Landowners with proposal to construct such several storied building as per the sanction building plan and after protracted negotiation between the parties, the Landowners finally accepted the proposal of the Developer.

AND WHEREAS the Developer herein knowing such intention of the Landowners herein approached him with the proposal of undertaking the construction of the new building at its own costs and expenses, according to the Sanctioned Building Plan and after negotiation between the parties thereto, the Landowners herein has finally accepted the proposal and the parties hereto are entering into this agreement as per terms and conditions stated hereunder:

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-

That in this Memorandum of Agreement, unless anything appears to be repugnant to the subject or context.

1. LAND: Shall mean All That piece and parcel of land measuring about 3 Cottahs 0 Chittack together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2100 Square Feet (cement flooring) i.e. 1400 Square Feet in the Ground floor, 700 sq. ft. in the First floor lying and situated at Premises No. 59, Halderpara Road now Gurupada Halder Road, Police Station - Kalighat, Kolkata-700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110831000820.
2. BUILDING: Shall mean a new multi storied building to be constructed on the said land after demolition and removal of the

existing Building or structures on the basis of the Plan to be sanctioned by the Kolkata Municipal Corporation.

3. ARCHITECT: Shall mean any person body of persons, firm or company appointed or nominated by the Developer for the purpose of constructing the proposed Building.
4. COMMON AREAS & FACILITIES & AMENITIES: Shall mean and include stairways, passage ways, driveways, corridors, pump room, electric meter room, one toilet and watchman's room at rear ground space, semi-underground water reservoir, overhead water tank, septic tank, electric motor and pump for lifting water from semi-underground water reservoir, fresh water pipe line, rain water pipe lines and sewerage and drains lines outside the Building, roof at top of the Building location, enjoyment, provisions, maintenance and/or management of the Building.
5. LANDOWNERS & DEVELOPER: For the purpose of this Agreement shall mean and include their respective transferees, nominees and assigns.
6. BUILDING PLAN: Shall mean the Plan prepared by the Architect/L.B.S. licensed by the Kolkata Municipal Corporation and appointed by the Developer and the said plan to be submitted by the Developer on behalf of the Landowners after their approval at the costs and expenses of the Developer.
7. COMMON PORTIONS: shall mean and include the entrance, corridors, lobbies, landings, staircase, Roof and/or terrace, passages, way and all the open space including other common areas, spaces etc. of the building as may be required for the beneficial use and enjoyment of the Unit Holder at the said building and other open areas and spaces, if any, of the building.
8. FLOOR AREA RATIO shall mean the maximum floor area ratio available for construction on the said property according to the

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

9. ROOF shall mean and include the entire open space of the roof and/or top of the building excluding the space required for installation of the overhead water tank, T.V. Antena, staircase cover and other facilities.
10. OWNERS' ALLOCATION: shall mean and include that the Developer herein shall handover **ONE FLAT NOT LESS THAN 900 SQUARE FEET SUPER BUILT UP AREA ON FIRST FLOOR (SOUTH-WEST-NORTH SIDE)** of the proposed building together with undivided proportionate share of land and all common facilities of the said premises according to the Sanction Building Plan. Besides this the Developer herein shall pay the **Non-refundable Advance** of Rs.14,00,000/- (Rupees Fourteen Lac) only to the Owners at the time of execution of this Development Agreement AND **Non-refundable Advance** of Rs.14,00,000/- (Rupees Fourteen Lac) only to the Owners within 6 months from the date of plan sanction whichever is earlier from the date of this agreement.
11. DEVELOPERS' ALLOCATION Developers' Allocation shall mean and include the balance constructed area to be sanctioned by the K.M.C. on the said plot of land except the Owners' Allocation portion to be allotted to the Owners towards the Owners' Allocation as per clause 10 above and the proportionate interest in common area **AND** the Developer will have all power and liberty for receiving advance money, part payment or full payment from the proposed Purchasers for selling the flats and other spaces of the Developer's Allocation to the proposed buyers.  
 Tenants' allocation to be given by the Developer from his portion. Any dispute with the Tenant need to be resolved by the Developer. Tenants should be settled by the Developer. Any cloud or discrepancies on the title of the property to be resolved by the owners.

12. UNDIVIDED SHARE: Shall mean the proportionate undivided part or the share of the right, title and interest in the land, by way of sale, comprised in the said premises on which the Building to be constructed. The undivided share or interest in the land to be allotted to the transferees shall be in proportionate to the covered area.
13. UNIT: Shall mean the Flat/Apartment/Portion together with the other common areas and facilities and other portions of the said building, which are occupiers/users in common with other unit users.
14. PERIOD FOR CONSTRUCTION: The Developer shall complete the construction of the Building including the Owners' Allocation with the specification mentioned hereunder within **24 (Twenty Four) months** from the date of Sanctioned Plan by Kolkata Municipal Corporation or vacating the existing Tenants from the said property and premises. Time is the "ESSENCE OF THE CONTRACT" of Agreement between the parties. Provided on mutual consent and due to force measure circumstances at the instance of the Developer the time may be extended to another 6 months after the schedule period 24 months according to the progress of construction work. After completion of the proposed multi storied building including common parts, facilities and amenities within the said period, the Developer shall must handover possession of the Owners' Allocation before handing over the possession of the Developer's allocation to its intending purchasers.
15. DEMOLITION OF THE EXISTING BUILDING: That after delivery of the ~~vacant~~ possession of the property by the Landowners to the Developer, the Developer shall demolish the existing structure and the Developer shall sale the materials of debris and shall get the entire sale proceeds of the same.
16. BUILDING MATERIALS & SPECIFICATION: The Developer shall use best quality of Building materials required for the purpose of construction of the proposed multi storied building.

Raman Kumar Singh.

Shri. Banerjee

Koel Banerjee

THE LANDOWNERS ASSURE THE DEVELOPER as follows:

- i) The First Parties are the absolute joint Owners in possession of the said Premises No. 59, HALDERPARA ROAD now GURUPADA HALDER ROAD, P.S. KALIGHAT, Kolkata - 700026.
- ii) Excepting the Landowners none else have any right, title, interest, and claim and demand whatsoever into or upon the said premises or any part thereof.
- iii) The legal heirs and successors of the Landowners herein shall be liable to abide by all terms and conditions of this Agreement in absence of the Landowners in future by executing further fresh Development Agreement and registered Development Power as per terms and conditions of this Agreement for smooth construction work of the proposed building of the said premises.
- iv) No part of the said premises is subject to any order or notice etc. of any acquisition or requisition and that the said property is not affected in any manner by any such notice or order nor such notice or order has been server upon the said Landowners.
- v) There is no litigation and/or dispute of any nature whatsoever particularly with regard to the Ownership of the said Landowners concerning of the said premises with anybody or any organization or any Third Party etc. which may or might effect the said premises in any manner whatsoever or howsoever directly or indirectly.
- vi) No part of the said premises is affected by the Scheme or alignment of any sort whatsoever or acquisitions or requisitions by the K.M.C., K.I.T., K.M.D.A., K.M.P.O., Metro Railway Authority or by any scheme of acquisition by any statutory or other bodies or by the Government (State or Central) or under the Land Acquisitions Act, 1948, Urban Land (Ceiling & Regulation) Act, 1976 or any other law or status for the time being in force.

- vii) That if the construction work shall be stopped during the construction period in connection with only Title related legal dispute, then and in that event the Landowners shall not demand any further money or extra share of the proposed building from the Developer but both the parties herein solve the problems with their mutual understanding.
- viii) The developer shall be entitled to occupy and use as per drawing of construction area of the premises for setting up a temporary office and/or structure to put up boards and signs, advertising the project subject to the terms of this agreement for the duration of the project.
- ix) The Landowners shall not claim any money of share from the Developer for the said execution and registration of the Sale Deed in the name of intending Purchaser of Flats and spaces.
- x) The Landowners shall not interfere in the matter of accepting advance money by the Developer from the intending Purchaser of the Flat/s and spaces of the Developer's allocation and/or sale of the same to the intending Purchaser/ Purchasers.
- xi) That the Landowners also agree to handover all certified true copy of title deeds and other documents to the Developer against accountable receipts simultaneously with on delivery of the copy of sanctioned plan to the Owners and the same shall be retained by the Developer until completion of the entire building. After completion of the building all documents including sanctioned plan to be handed over to the Owners.
- xii) The Landowners shall render their best co-operation and assistance to the Developer in the matter of development of the said property and/or construction of the said building.
- xiii) The Landowners shall not do or cause to be done any act, deed, matter or thing nor permit any one to do any act, deed, matter or thing which may in any manner cause obstructions and/or interference in the development of the said property and/or construction of the said building.

- xiv) The Landowners shall sign and execute all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required for mutation and obtaining the sanctioned plan from the K.M.C. and/or obtaining of necessary sanctions. Permission, approvals and/or no objection certificate from the said construction of the building and/or development of the said property and for obtaining water connection, sewerage connection, electric connection and for obtaining all other facilities as may be necessary for the beneficial use and occupation of the said building and/or unit or units thereat.
- xv) The Developer will do the necessary works order of drainage, sewerage, water lines and others from the obtaining work order from K.M.C.

In consideration of the aforesaid assurance made by the Landowners herein, the Developer has agreed to promote and develop the said premises as per terms and conditions contained herein.

1. All application Plans (supplementary or additional) other papers and documents required for rectification or additional sanction, permission, clearance and approval of the said plan (additional), rectification of Plan etc. shall be submitted in the name of the Landowners.
2. The Landowners shall render to the Developer all reasonable assistance for necessary permission, clearance approval and/or authorities envisaged herein and the Developer shall be entitled to at his discretion to submit all applications, plans and other papers and documents or any of them and/or do any other act, deed, matter and things, as would be required to obtain necessary sanctions, permission, clearance and approval and/or for giving effect to the terms and conditions herein contained.
3. The Landowners shall not be liable for any loss sustained by the Developer nor will the Owners be liable for the construction costs of the building including the earnest money to be taken by the

Developer from the intending Purchaser of the proportionate land. The Developer is solely responsible for structural stability of the Building to be constructed as per sanctioned building plan.

4. The Landowners and the Developer shall be entitled absolutely to their respective areas and shall be at liberty to deal them with any manner they deem fit and proper subject however to the general restrictions for mutual advantage in the Ownership Flat Scheme.
5. They will also be at liberty to enter into agreements for sale of their respective areas and receive the full consideration there under SAVE THAT the Landowners shall adopt the same covenants as the Developer may adopt in its agreement with the unit Owners of the Developer's area, at least in so far as the same relates to common portions, common expenses and other matters of common interest. The form of agreement by the parties shall be as jointly by the Advocates of both the Owners and the Developer.
6. The Developer on completion of the new building the name of the newly constructed building shall be "SANJAY KUTHI".
7. The Developer shall be exclusively entitled to the developer's allocations in the new building and shall have the absolute right and full authority to transfer and/or otherwise deal with and/or dispose of the same after delivering the possession of the Owners' allocations to the Owners.
8. The developer shall be free to deal with developer's allocations in the new building without imposing any financial burden or liability upon the Owners in any manner whatsoever.
9. The Landowners shall from time to time execute deeds of conveyances with Developer's allocations, in favour of the Developer or its nominees as be required by the Developer PROVIDED HOWEVER

the costs of such conveyance or conveyances including stamp duty and registration costs shall be exclusively borne by the Developer or its nominees as the case may be.

10. The Developer shall be at liberty to make publicity in the newspaper or otherwise for sale of the proportionate construction of flats and car parking space of the Developer's Allocation be constructed by the Developer, the Developer shall also be at liberty to fix its banners on the land to employ darwans, caretakers etc. for preservation of their project.
11. The Developer is hereby authorized by the Landowners to make construction of the said premises as per sanctioned Plan of the K.M.C. at the cost and risk of the Developer. The Developer shall be at liberty to deal with their allocation as per this Agreement in any manner the Developer may deem fit and proper at the construction stage or after completion of Building.
12. Any notice required to be given by the Developer to the Landowners and/or vice versa, shall without prejudice to any other mode of service available be deemed to have served, if delivered by hand when signed by either party or sent by the prepaid registered post to the respective office address/residential address as mentioned herein before.
13. As soon as the building will be completed after obtaining completion certificate from the K.M.C., at the proportionate costs and expenses from the intending purchasers of the said building, except Owners' allocation, the Developer shall give written notice to the Landowners for taking possession of the Owners' Allocation to the said building and from the date of service of such notice and at all times thereafter the Landowners shall be exclusively responsible for payment of all the Municipal and property taxes, rates, duties, dues, fees, levies, charges, surcharges and other statutory outgoings and impositions whatsoever (hereinafter for the sake of brevity collectively referred to as the "SAID RATES") payable in respect of the Owners' allocation. Similarly as and from

the said date the Developer shall be exclusively responsible for the payment of all the said rates payable in respect of the Developer's Allocation. The said rates to be apportioned proportionately with reference to the transferable/allocable space in the said building as a whole. The certificate of the Architect for the time being in respect of the said building shall be final and conclusive and binding on both the parties hereto.

14. The Owners shall execute and register a Development Power of Attorney appointing **RAMESH KUMAR JHA (PAN ACSPJ1973D, & AADHAAR NO. 3350 1389 4729)** son of Shiv Narayan Jha, by faith - Hindu, by Nationality- Indian, by occupation- Business, residing at, MG-11, Niva Park (Phase-1), Brahmapur, Post Office - Banskroni, Police Station - Banskroni, Kolkata- 700096, as Constituted Attorney to do the necessary act and things in connection of the proposed building on behalf of the Landowners.
15. That the Developer will submit draft plan along with Agreement for approval of the Landowners in respect of the said property and the Owners shall approve the draft plan for sanction within 15 days thereafter. Starting of demolition work of the existing structure shall mean delivery of vacant possession of the land by the Landowners to the Developer.
16. That the electric bill of the premises shall be paid by the Developer as soon as the Owners will vacate the premises and the Developer will be liable to pay all bills thereafter month by month till the Owners' Allocation is made to the Owners.
17. That the Developer herein shall be entitled to develop the said property, by construction and completion of the building according to the building plan to be sanctioned by the K.M.C. and to retain the Developer's Area therein and also to transfer the same or any part or portion thereof without any interruption or interference of the Owners or any person or persons lawfully claiming through or under the Owners and the Owners hereby undertake to indemnify and keep the developer indemnified

against all losses, damages, costs, charges and expenses incurred as a result of breach of such undertakings.

18. That all the legal proceedings shall be strictly done by the Developer's Advocate and no other lawyers should be attained for the Deed of Conveyance in respect of the Developer's Allocation and other legal proceedings for registration of any flats or spaces of the said building but everyone have got liberty to examine the legal papers before finalization. However Owners is entitled to appoint their own Advocate for their allocated portion.
19. Both the parties shall abide by all laws, rules and regulations of the Government, Statutory bodies and/or bodies as the case may be and shall attend to answer and be responsible for any deviation and/or any of the said laws, bye-laws, rules and regulations.
20. It is further agreed and understood by the Owners herein that in absence of the Owners herein, the legal heirs and successors of the Owners shall liable to abide by the terms and conditions of this Joint Venture Agreement in future without any plea.

#### OWNERS' INDEMNIFY:

The Owners hereby indemnify the Developer, who shall be entitled to the said construction, to enjoy the Developer's Allocated space without any interference or disturbances provided the Developer performing and fulfilling all the terms and conditions herein and/or on the part of the develop to be observed and performed.

The Land Owners shall give all certified copies of Gift Deed, Partition Deed and Power of Attorney and other relevant Deeds regarding the said premises.

#### DEVELOPER'S INDEMNIFY:

The Developer hereby undertake to keep the Owners indemnified against all actions, suits, proceedings and claims that may arise out of the

Developer by the Owners or as creating any right title or interest in respect thereof in favour of the developer other than an exclusive license in favour of the Developer to develop the same in terms of these presents.

4. The proposed building to be constructed by the developer shall be made in accordance with the specifications, morefully and particularly mentioned and described in the Schedule hereunder written.
5. It is hereby made that the construction of the building at the said premises must be done in accordance with the sanctioned building plan.
6. It is also made clear that after completion of construction of the Owners Allocation, the Developer shall deliver possession of the Owners' Allocation to the Owners first after obtaining clearance Certificate and other formalities from the Kolkata Municipal Corporation Authority.

FORCE MAJURE:

- a) The parties hereto shall not be considered to be liable for any obligation contained in these presents to the relative obligations if prevented by the existence of the Force Majure and shall be suspended from the obligations during the duration of the force majure.
- b) Force Majure shall mean floor, earth quake, riot, war, storm, tempest, civil commotion, strike, order or restraint from any court of law or statutory or Corporation or Judicial or Quasi-Judicial Authority and/or other act or commission beyond the power of control of the parties hereto.
- c) In the event any wilful act on the part of the Developer and committing any breach of the obligations or covenants contained

Developers actions with regard to the development of the said premises and/or in the matter of construction of the said building and/or any defect therein.

The Developer shall indemnify to solve all kinds of litigation except the litigation or discrepancies arise from ownership or title.

The Developer shall also assure that the Owners' allocation shall be given in stipulated time as enshrined in this presents, if the Developer shall fail to do so the Developer shall give Rs. 10,000/- per month as damage charge from the date of end of stipulated time given in this presents.

The Developer further assure that if the Owners' Allocation shall not be provide in stipulated time (30 months) or any breach of contract occur from the side of Developer (except for force measure), then 50 percent of Non-refundable Advance shall be forfeited and 50 percent of the Non-refundable Advance shall be refund by the Owners to the Developer and the Developer shall surrender possession of the schedule mentioned property to the Owners.

#### MISCELLANEOUS:

1. The Owners and the Developer have entered into the agreement purely as a contract and nothing contained shall be deemed to construe as partnership between the Owners and the Developer or as a joint venture between the parties hereto in any manner shall the parties constitute as association or persons.
2. The Developer and the Owners shall mutually frame a scheme for management and administration of the said building and/or common parts thereof. The developer and the Owners hereby agrees to abide by all to rules and regulations to be framed by the Society/Association and/or other building organization that will be in charge of such management and hereby gives their consent to abide by such rules and regulations.
3. The name of the building shall be given and/or assigned by the Developer in due course in its absolute discretion. Nothing in those presents shall be construed as demise or assignment or conveyance in law of the said Premises or any part thereof to the

herein and/or causing delay in completion of the construction of the said new building, the Developer shall be liable to pay damages to the Owners as in accordance of the conditions mentioned herein above and/or be determined by the Arbitrators.

- d) In the event any wilful act on the part of the Owners or committing any breach of the obligations or covenants contained, herein and/or causing hindrance, impediments in completion of the construction of the said new building the Owners shall be liable to pay damages to the Developer as be sanctioned by the Arbitrator.

#### ARBITRATION:

1. Save and except what has been specifically stated hereunder all disputes and differences between the parties hereto arising out of this Agreement and/or meaning construction or import of this Agreement shall be adjudicated by reference to arbitration of sole arbitrator who shall be appointed by the Developer and the award shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the arbitration and conciliation Act, 1996 and its statutory modification and/or re-enactments thereof from time to time.
2. Notwithstanding the arbitration clause as referred to hereinabove, the right to use for specific performance of this contract by one party against the other shall remain unaffected.

#### FIRST SCHEDULE ABOVE REFERRED TO:

**ALL THAT** piece and parcel of land measuring about 3 Cottahs 0 Chittack together with more than 80 years old 2 (two) storied building standing thereon having a total covered area of 2100 Square Feet (cement flooring) i.e. 1400 Square Feet in the Ground floor, 700 sq. ft. in the First floor lying and situated at Premises No. 59, Halderpara Road now Gurupada Halder Road, Police Station - Kalighat, Kolkata- 700026, K.M.C. Ward No. 083, K.M.C. Assessee No. 110831000820, TOGETHER WITH all common rights, amenities and facilities attached with the said

properly including the drainages, Sewerage, Water connection etc. which is butted and bounded as follows:

ON THE NORTH : By 57A, Gurupada Halder Road.

ON THE SOUTH : By 8 feet wide Common Passage and 21, Kali Temple Road.

ON THE EAST : By 23, Kali Temple Road.

ON THE WEST : By 58, Gurupada Halder Road.

THE SECOND SCHEDULE ABOVE REFERRED TO:

(OWNERS' ALLOCATION)

Owners' Allocation shall mean and include that the Developer herein shall handover **ONE FLAT NOT LESS THAN 900 SQUARE FEET SUPER BUILT UP AREA ON FIRST FLOOR (SOUTH-WEST-NORTH SIDE)** of the proposed building together with undivided proportionate share of land and all common facilities of the said premises according to the Sanction Building Plan. Besides this the Developer herein shall pay the **Non-refundable Advance** of Rs.14,00,000/- (Rupees Fourteen Lac) only to the Owners at the time of execution of this Development Agreement AND **Non-refundable Advance** of Rs.14,00,000/- (Rupees Fourteen Lac) only to the Owners within 6 months from the date of plan sanction whichever is earlier from the date of this agreement.

THE THIRD SCHEDULE ABOVE REFERRED TO:

(DEVELOPER'S ALLOCATION)

Developers' Allocation shall mean and include the balance constructed area to be sanctioned by the K.M.C. or any area which shall be constructed on the said plot of land except the Owners' Allocation portion to be allotted to the Owners towards the Owners' Allocation as per clause 10 above and the proportionate interest in common area **AND** the Developer will have all power and liberty for receiving advance money, part payment or full payment from the proposed Purchasers for selling the flats and other spaces of the Developer's Allocation to the proposed buyers.

Tenants' allocation to be given by the Developer's portion. Any dispute with the Tenant need to be resolved by the Developer.

Any cloud on the title of the property to be resolved by the owners.

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(Type of construction of Specification for proposed Building)

A. **FOUNDATION & WALL:**

- i) R.C.C. Filling and R.C.C. Frame structures with Iron Rods along with bricks walls constructed with good quality bricks, cement and sands, outside wall will be 5" and inside and divide/partition walls will be 5"/3" and inside wall will be of good quality of plaster and putty finished.
- ii) Sufficient electrical points on entrance, common area, lobby with proper earthing arrangement.

- B. Electricity: Necessary electrical points with Good Quality P.V.C. wire and Good Quality Switch with conceal Writing.

C. **ELECTRICAL POINTS:**

To be provided at various position of the building as follows:-

**BED ROOM:** Two light points, One fan point and one plug point in suitable place.

**KITCHEN:** One light point, one Exhaust fan point and one plug point for kitchen appliances.

**TOILET:** One light point, one Exhaust fan point and one in five in one plug point, Geezer point.

**DINING:** Two light points, one fan points and one in five in one plug point.

**DRAWING ROOM:** Two light points, one Fan point, one Freeze point and one Five in one Plug point.

D. **SANITARY AND PLUMBING:**

- i) Necessary plumbing and sanitary arrangement to be provided outside pipe line will be made with P.V.C.
  - ii) Overhead shower with one tap, one Geezer line and one basin in the toilet and also Good Quality Pan and commode to be provided.
- E. **FLOOR:** The Floor will be of Tile/Marble and kitchen wall will be 2' ft. Tiles above cooking platform to be finished by Black stone and also Steel Sink will be fixed attached with cooking platform.

- F. **DOORS AND WINDOWS**: Doors to be made with wooden frame by Flash Door and Windows with Steel and Glass Panel with medium section grills to be provided.
- G. **WATER SUPPLY**: Water reservoir in the Ground Floor and permanent water tank on top roof and water line with 24 hours water supply for all occupiers and water to be supplied from boring water.
- H. **DADO**: Glazed Tiles up to 4' in Toilets and 4" in all rooms and varandah.
- I. **MISCELLANEOUS**: Any extra work other than the above specification will be charged extra and will be deposited to the Developer in advance.

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

WITNESSES:

1. Arishik Mandal  
Alipore Police Court,  
Kat - 27
2. Subrata Naskar  
Alipore Police  
Court. Kat-27

Koebi Banerjee  
Sunit Banerjee

SIGNATURE OF THE OWNERS:

**SIDHA DEVELOPERS**

Lamm Kumar Dha.  
Proprietor

SIGNATURE OF THE DEVELOPER:

Drafted & Prepared by me as per instructions and documents delivered by the parties:

Arishik Mandal.

Advocate.

Alipore Police Court, Kolkata - 700027.  
Enrolment No - WB - 1160 of 2011.

MEMO OF CONSIDERATION:

RECEIVED from the Developer the sum of Rs.14,00,000/- (Rupees Fourteen Lakhs) only being the Non-Refundable Advance by the within named Owners, in the manner below.

Date	Cheque/Online	Amount(Rs)
1. 22.10.2024	Online Transfer Ref : MB2200472294T42224452	Rs. 3,00,000/-
2. 22.11.2024	Cheque No. 000002, HDFC Bank, Brahmapur Br.	Rs. 4,00,000/-
3. 22.11.2024	Cheque No. 000003, HDFC Bank, Brahmapur Br.	Rs. 3,00,000/-
4. 22.11.2024	Cheque No. 000004, HDFC Bank, Brahmapur Br.	Rs. 4,00,000/-
TOTAL		<u>Rs. 14,00,000/-</u>

**(RUPEES FOURTEEN LAKHS) ONLY**

WITNESSES:

1. *Ari Mehli Mandol*

2. *Subrata Naskar*  
*Aligori Police*  
*caust. Kot-27.*

*Koeli Banerjee*  
*[Signature]*

SIGNATURE OF THE OWNERS



	Thumb	1 <sup>st</sup> Finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name: **MRS. KOELI BANERJEE**

Signature: Koeli Banerjee



	Thumb	1 <sup>st</sup> Finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name: **MR. SUMIT BANERJEE**

Signature: Sumit Banerjee



	Thumb	1 <sup>st</sup> Finger	middle finger	ring finger	small finger
Left hand					
Right hand					

Name: **RAMESH KUMAR JHA**

Signature: Ramesh Kumar Jha



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



192024250285053878

GRN Details

GRN:	192024250285053878	Payment Mode:	SBI Epay
GRN Date:	21/11/2024 21:59:42	Bank/Gateway:	SBIePay Payment Gateway
BRN :	4323305294833	BRN Date:	21/11/2024 22:00:50
Gateway Ref ID:	1GASCPUWE1	Method:	State Bank of India NB
GRIPS Payment ID:	211120242028505386	Payment Init. Date:	21/11/2024 21:59:42
Payment Status:	Successful	Payment Ref. No:	2002933140/4/2024

[Query No\*/Query Year]

Depositor Details

Depositor's Name:	Mr Rajesh Kumar Jha
Address:	MG 11 Niva Park
Mobile:	7003319829
Period From (dd/mm/yyyy):	21/11/2024
Period To (dd/mm/yyyy):	21/11/2024
Payment Ref ID:	2002933140/4/2024
Dept Ref ID/DRN:	2002933140/4/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002933140/4/2024	Property Registration- Stamp duty	0030-02-103-003-02	19021
2	2002933140/4/2024	Property Registration- Registration Fees	0030-03-104-001-16	28021
			<b>Total</b>	<b>47042</b>

IN WORDS: FORTY SEVEN THOUSAND FORTY TWO ONLY.

### Major Information of the Deed

Deed No :	I-1602-15497/2024	Date of Registration	22/11/2024
Query No / Year	1602-2002933140/2024	Office where deed is registered	
Query Date	19/11/2024 3:38:35 PM	D.S.R. - I   SOUTH 24-PARGANAS, District: South 24-Parganas	
Applicant Name, Address & Other Details	AVISHEK MONDAL Alipore Police Court,Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 7003319829, 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 : 28,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,06,94,999/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 28,021/- (Article:48(g))	Rs. 28,053/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assesment slip.(Urban area)		

#### Land Details :



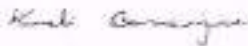



District: South 24-Parganas, P.S:- Kalighat, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Gurupada Halder Road, , Premises No: 59, , Ward No: 083 Pin Code : 700026

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	3 Katha	1/-	91,19,999/-	Width of Approach Road: 8 Ft.,
<b>Grand Total :</b>				<b>4.95Dec</b>	<b>1 /-</b>	<b>91,19,999 /-</b>	

#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2100 Sq Ft.	1/-	15,75,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1400 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 700 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2100 sq ft</b>	<b>1 /-</b>	<b>15,75,000 /-</b>	



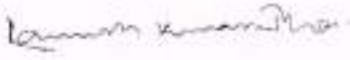
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Mrs Koeli Banerjee</b> Wife of Late Supriyo Banerjee Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office	 22/11/2024	 LTI 22/11/2024	 22/11/2024
9B, Mahim Halder Street, City:- , P.O:- Kalighat, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: axxxxxxx3e, Aadhaar No: 69xxxxxxxx0037, Status :Individual, Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office				
2	<b>Name</b> <b>Mr Sumit Banerjee</b> Son of Late Supriyo Banerjee Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office	 22/11/2024	 LTI 22/11/2024	 22/11/2024
9B, Mahim Halder Street, City:- , P.O:- Kalighat, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: ajxxxxxx7l, Aadhaar No: 93xxxxxxxx1640, Status :Individual, Executed by: Self, Date of Execution: 22/11/2024 , Admitted by: Self, Date of Admission: 22/11/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SIDHA DEVELOPERS</b> P-1, Niva Park Phase I Brahmapur, City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096 Date of Incorporation:XX-XX-1XX8 , PAN No.:: acxxxxx3d,Aadhaar No Not Provided by UDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature	Photo	Finger Print	Signature
1	<b>Ramesh Kumar Jha</b> (Presentant) Son of Shiv Narayan Jha Date of Execution - 22/11/2024, . Admitted by: Self, Date of Admission: 22/11/2024, Place of Admission of Execution: Office	 <small>Nov 22 2024 12:15PM</small>	 Captured <small>L1 22/11/2024</small>	 <small>22/11/2024</small>
MG-11, Niva Park Phase II Brahmapur, City:- , P.O:- Bansdrani, P.S:-Bansdrani, District:-South 24-Parganas, West Bengal, India, PIN:- 700096, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: ACxxxxxx3D, Aadhaar No: 33xxxxxxxx4729 Status : Representative, Representative of : SIDHA DEVELOPERS (as Proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr Subrata Naskar</b> Son of Late Anil Kumar Naskar Alipore Police Court, City:- , P.O:- Alipore, P.S -Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027	 <small>22/11/2024</small>	 Captured <small>22/11/2024</small>	 <small>22/11/2024</small>

Identifier Of Mrs Koeli Banerjee, Mr Sumit Banerjee, Ramesh Kumar Jha

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mrs Koeli Banerjee	SIDHA DEVELOPERS-2.475 Dec
2	Mr Sumit Banerjee	SIDHA DEVELOPERS-2.475 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Mrs Koeli Banerjee	SIDHA DEVELOPERS-1050.00000000 Sq Ft
2	Mr Sumit Banerjee	SIDHA DEVELOPERS-1050.00000000 Sq Ft

Endorsement For Deed Number : I - 160215497 / 2024

On 22-11-2024

**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 12:10 hrs on 22-11-2024, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Ramesh Kumar Jha .

**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 1,06,94,999/-

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

Execution is admitted on 22/11/2024 by 1. Mrs Koeli Banerjee, Wife of Late Supriyo Banerjee , 9B, Mahim Halder Street, P.O: Kalighat, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession House wife, 2. Mr Sumit Banerjee, Son of Late Supriyo Banerjee , 9B, Mahim Halder Street, P.O: Kalighat, Thana: Kalighat, South 24-Parganas, WEST BENGAL, India, PIN - 700026, by caste Hindu, by Profession Service identified by Mr Subrata Naskar, . . Son of Late Anil Kumar Naskar , Alipore Police Court, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 22-11-2024 by Ramesh Kumar Jha, Proprietor, SIDHA DEVELOPERS (Sole Proprietorship), P-1, Niva Park Phase I Brahmapur, City:- , P.O:- Bansdroni, P.S:-Bansdroni, District:-South 24-Parganas, West Bengal, India, PIN:- 700096

Identified by Mr Subrata Naskar, . . Son of Late Anil Kumar Naskar , Alipore Police Court, P.O: Alipore, Thana: Alipore, South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 28,053.00/- ( B = Rs 28,000.00/- ,E = Rs 21.00/- ,H = Rs 28.00/- ,M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 32.00/-, by online = Rs 28,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2024 10:00PM with Govt. Ref. No: 192024250285053878 on 21-11-2024, Amount Rs: 28,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4323305294833 on 21-11-2024, Head of Account 0030-03-104-001-16


**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 19,021/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 782083, Amount: Rs.1,000.00/-, Date of Purchase: 20/11/2024, Vendor name: LANMOY KAR PURAKAYASTHA

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/11/2024 10:00PM with Govt. Ref. No: 192024250285053878 on 21-11-2024, Amount Rs: 19,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 4323305294833 on 21-11-2024, Head of Account 0030-02-103-003-02

  
**Suman Basu**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. -I I SOUTH 24-**  
**PARGANAS**  
**South 24-Parganas, West Bengal**

