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

Additional Registrar of Assurances-IV, Kolkata

11.45
 The 28/5/23
 owner 40%
 60%
 88366499
 Additional Registrar of Assurances-IV, Kolkata

fifteen lakh

1-DEC 2023

JOINT DEVELOPMENT AGREEMENT

THIS JOINT DEVELOPMENT AGREEMENT is made on this 30th day of NOVEMBER Two Thousand Twenty Three

BETWEEN

THAKUR SRI SRI RAJRAJESWAR JIU having PAN: AAETT5482D,
THAKURANI SRI SRI LAKSHMIMATA having PAN: AAETT5481A and
THAKUR SRI SRI GOPAL JIU having PAN: AAETT5483C all represented
 by MOHAN LAL DE son of Madan Lal De PAN: ADNPD4073E Aadhaar
 939729999802, residing at 4, Beadon Street, Post Office Beadon Street,
 Police Station Burtolla, Kolkata - 700006, KALPANA DE wife of Mohan Lal

21456

Serial No.....
 Name.....
 Address.....

SANDERSONS & MORGANS
ADVOCATES & SOLICITORS
 5, Netaji Subhas Road
 KOLKATA - 700 001

SANDERSONS & MORGANS
ADVOCATES & SOLICITORS
 5, Netaji Subhas Road
 KOLKATA - 700 001

18 OCT 2023

Prop :- **Srikant Tiwari**
 Licenced Stamp Vendor
BACHAN GANGA
 23, Bankshall Street
 Kolkata - 700 001

18 OCT 2023

18 OCT 2023



to business of insurance in the country
 and the functioning of the insurance
 business and to provide such information
 as may be required for the purpose

to register the insurance
 business in the country

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to register the insurance
 business in the country

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
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Identified by
Prinyanka Mukherjee
 Advocate
 High Court, Calcutta.

De, PAN: AWGPD6006K Aadhaar 374204930013, residing at 4, Beadon Street, Post Office Beadon Street, Police Station Burtolla, Kolkata - 700006, MONOJIT DE son of Mohan Lal De PAN: AWGPD6007J Aadhaar 281575703429 residing at 4, Beadon Street, Post Office Beadon Street, Police Station Burtolla, Kolkata - 700006 and MONODIP DE son of Mohan Lal De PAN: AWGPD5858H, Aadhaar 380233743646, residing at 4, Beadon Street, Post Office Beadon Street, Police Station Burtolla, Kolkata - 700006, the Trustees of the Trust created under the Deed of Settlement dated 17th March 1954 as modified by Deed dated 1st June 1973, 29th June 1995 and 20th January 2023, hereinafter collectively referred to as "the Deities/ Trustees" (which term shall unless excluded by or repugnant to the subject or context be deemed to include their respective successors in office and the Trustee or Trustees for the time being of the said Trust) of the **ONE PART**

AND

SATYA KRISHNA ENTERPRISE, a partnership firm having PAN: ADNFS1451R having its office at 145A/1, South Sinthee Road, Post Office Sinthee, Police Station Sinthee, Kolkata - 700050 represented by its partners TAPENDRA NATH BANERJEE son of Late Rajendra Nath Banerjee, PAN: ADFPB4057N, Aadhaar 964892646603 and TIRTHANKAR BANERJEE son of Taperndra Nath Banerjee PAN: BIJPB4015N, Aadhaar - 418496640314, both residing at 145A/2, South Sinthee Road, Post Office Sinthee, Police Station Sinthee, Kolkata - 700050, hereinafter referred to as "the Developer" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor or successors in office) of the **OTHER PART**.

WHEREAS

- A. By a Deed of Settlement dated 17th March 1954 executed by Notendra Lal Dey and registered in Book No. I, Volume No. 25, Pages 198 to 204, Being No. 1064 for the year 1954 at the office of the Registrar of Assurances Calcutta, the said Notendra Lal Dey in order to make a permanent provision for the Sheba of his family Thakur Sri Sri Raj Rajeswar Jiu during his Pala or turn of worship and of Thakurani Sri

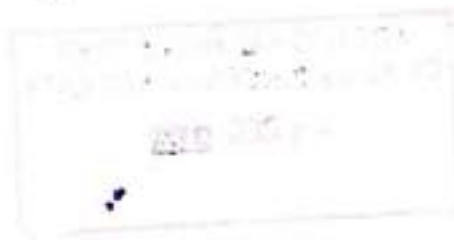
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Sri Lakshminata established by his paternal grandparents and of Thakur Sri Sri Gopal Jiu established by him and for the religious and other uses and purposes therein mentioned granted conveyed and transferred unto the Trustees therein named being his three sons Rajendralal De and Madan Lal Dey and Gopi Lal De ALL THAT land hereditament messuage tenement brick built house and premises No. 4, Beadon Street (now known as Dani Ghose Sarani) in the town of Calcutta (hereinafter referred to as "the Said Property") more fully and clearly written and described in the Schedule thereunder as well as in the First Schedule hereunder written TO HAVE AND TO HOLD the same unto the Trustees upon trusts therein expressed and declared.

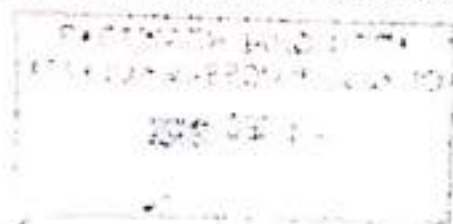
- B. By the aforesaid Deed of Settlement dated 17th March 1954 it was declared that the number of Trustees thereunder would not be below three and would not exceed five and that whenever any vacancy would occur in the trusteeship by reason of death, incapacity or unwillingness to act as trustee by any trustee, the vacancy should be filled up with all convenient speed as the power of appointment being vested in the continuing or retiring trustees or trustee and in making such appointment the wishes of the majority of adult Shebaitis for the time being should be consulted.
- C. On the 4th April 1962 the said Rajendralal De died leaving the said Madanlal Dey and Gopi Lal De as the Continuing Trustees under the Deed of Settlement dated 17th March 1954.
- D. By a Deed of Appointment of New Trustees dated 1st June 1973 executed by and between the said Madan Lal Dey and Gopi Lal De therein described as the Continuing Trustees and the said Mohan Lal De therein described as the New Trustee and registered in Book No. I, Volume No. 125, Pages 193 to 198, Being No. 3169 for the year 1973 at the office of the Registrar of Assurances Calcutta the said Mohan Lal De was appointed as one of the Trustees of the said Deed of Settlement dated 17th March 1954.
- E. The said Madan Lal Dey, one of the Trustees, died on the 4th June 1980.





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- F. By an Indenture dated 29th January 1995 made between the said Gopi Lal De and Mohan Lal De, therein described as Continuing Trustee and Sm. Mayalata Dey, Sm. Sova De and Sm. Kalpana De, therein described as New Trustees and registered in the office of the Registrar of Assurances in Book No. I, Volume No. 12, Pages 243 to 256, Being No. 451 for the year 1995 the said Sm. Mayalata Dey, Sm Sova De and Sm. Kalpana De were appointed as New Trustees of the said Deed of Settlement dated 17th March 1954 as modified by Deed of Appointment of New Trustee dated 1st June 1973.
- G. The said Gopi Lal De, one of the trustees, died on 8th August 2000.
- H. The said Mayalata Dey, one of the trustees, died on 22nd January 2020.
- I. The said Sova De, one of the trustees, died on 25th May 2021.
- J. By a Deed of Appointment of New Trustees dated 20th January 2023 made between Mohan Lal De and Kalpana De, therein referred to as the Continuing Trustees of the One Part and Monojit De and Monodip De, therein referred to as the New Trustees of the Other Part and registered in the office of Additional Registrar of Assurances – II, Kolkata in Book No. IV, Volume No. 1902-2023, Pages 5701 – 5716, Being No. 190200152 for the year 2023, the said Mohan Lal De and Kalpana De appointed Monojit De and Monodip De as trustees of the Trust created under the Deed of Settlement dated 17th March 1954 as modified by Deeds of Appointment of New Trustees respectively dated 1st June 1973 and 29th January 1995 upon the terms and conditions therein contained and since then the said Monojit De and Monodip De are acting as trustees with Mohan Lal De and Kalpana De under the said Deed of Settlement dated 17th March 1954 as modified as aforesaid.
- K. Thus, by virtue of the Trust created under the Deed of Settlement dated 17th March 1954 as modified by Deed dated 1st June 1973, 29th June 1995 and 20th January 2023, the Deities own the Said Property hereinbefore mentioned where the Deities of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu have been





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installed and the building comprised in the Said Property being more than 150 years old is now absolutely in dilapidated condition.

- L. Due to paucity of fund daily Pala Puja and Puja festivals of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu could not be performed properly in the manner as it was done earlier and the performance is being done with meager fund as it come from the rental of the Said Property, which is also a very nominal amount.
- M. It has become absolutely necessary to create fund for daily Seva Puja of the Deities and perform the festivals which was done for last 150 years in a descent manner.
- N. To generate fund the Trustees discussed the matter with the Developer and upon long persuasion, it was agreed by the Trustees, with the consents of the Shebait, with the Developer by a Memorandum of Understanding dated 4th February, 2023 made between the Trust represented by the Trustees of the One Part and the Developer of the Other Part and registered in the office of Additional Registrar of Assurances-IV, Kolkata in Book I, Volume No. 1904-2023, Pages from 145810 to 145846, Being No. 190402491 for the year 2023 (hereinafter referred to as "MOU") that the Developer would demolish the existing building and construct independent buildings on the land comprised in the Said Property being Premises No. 4, Dani Ghose Sarani, Kolkata containing an area of 15 cottahs more or less within P.S. Burtolla, P.O. Beadon Street, Ward No. 26 of Kolkata Municipal Corporation of which one exclusive building for the Deities comprising of 40% of the available FAR will be constructed at the cost of the Developer on a portion of the Said Property as shown in red border in the map or plan annexed thereto and also annexed hereto (hereinafter referred to as "Lot-A") and on the remaining portion of land comprised in the Said Property (hereinafter referred to as "Lot-B") one or more building/s would be constructed comprising of 60% available FAR at the cost and expenses of the Developer and if 40% of the available FAR cannot be consumed in the exclusive building to be constructed and allotted for the Deities on Lot-A, the balance 40% constructed areas will be provided by the Developer



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from the constructed areas in Lot-B, details of Lot-A and Lot-B are mentioned in the Development Scheme set out therein and also herein and upon the terms and conditions therein contained.

O. Essential terms and conditions of the MOU was that (i) the Trustees would apply for and obtain sanction of the Court of Competent Jurisdiction to develop the Said Property, (ii) within 30 (thirty) days from the date of passing of the Order by the Court granting permission to develop the Said Property, the parties shall execute and register a Joint Development Agreement whereby the Trustees shall appoint the Developer as developer to develop the Said Property in accordance with the Development Scheme mentioned in MOU at the cost and expenses of the Developer upon the terms and conditions contained in MOU with usual terms and conditions herein contained.

P. The Development Scheme as mentioned in the MOU is as follows :-

- i. The Developer shall pay all arrears of taxes in respect of the Said Property and mutate the name of the Deities/ Trustees in respect of the Said Property with the Kolkata Municipal Corporation;
- ii. The Developer shall get 60% of the constructed area of the new buildings to be constructed on the Said Property together with proportionate share in the land comprised in the Said Property demarcated as Lot-B ("Developer's Allocation") and the Deities/ Trustees shall be entitled to 40% of the constructed area of the new buildings exclusively to be constructed on the Said Property together with proportionate share in the land comprised in the Said Property demarcated as Lot-A ("Deity's Allocation");
- iii. The Developer shall negotiate with the tenants of the Said Property, a list of which is set out in the Second Schedule hereunder written, and shall reallocate / accommodate the tenants out of the Developer's Allocation of 60% and the Trustees shall grant to the Developer all powers for such purposes and in such re-allocation and accommodation of the tenants, the Deities/ Trustees shall have no obligation;



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- iv. The Deity's Allocation of 40% constructed area shall include a separate and exclusive three storied building on the north-west side of the Said Property as shown in red border in the Plan annexed hereto demarcated as Lot-A, comprised of a "*Dalan*" on the ground floor of the building ("Deity's Building") as per drawing design and specifications as may be approved by the Trustees;
- v. If the Deity's Building to be constructed is found less than 40% of the total constructed area, in such event, the deficit area of the Deity's Allocation shall be provided out of the other building/s to be constructed on Lot-B of the Said Property;
- vi. The Developer shall provide an alternate habitable exclusive house for suitable accommodation of the Deities/ Trustees where the Deities/ Trustees can be shifted from the Said Property to the alternate exclusive house from the mutually agreed date at the cost and expenses of the Developer and shall occupy the said alternate space until the possession of the Deity's Building is delivered at the newly constructed building and the Developer shall be liable to pay and pay rent / accommodation charges of such alternate space until the Deities / Trustees are shifted to the Deity's Building and provide copy of receipt of rent / accommodation charges to the Trustees and after completion of construction of the Deity's Building in the Said Property, the Deities/ Trustees will be shifted to the Deity's Building and the Developer will arrange for shifting of the Deities/ Trustees to the Deity's Building to be constructed and allocated to the Deities/ Trustees in the front portion of the said Premises and all cost and expenses for shifting as stated above shall be borne and paid by the Developer.
- vii. the Developer shall bear and pay all cost of development including all costs, fees and expenses for obtaining permission from the Court of Competent Jurisdiction, obtaining sanction plan from Kolkata Municipal Corporation, CESC connection, obtaining clearance of Urban Land Ceiling Authority in respect of the Said Property required for getting Building Sanction Plan in terms of the development Proposal of the Developer and all



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other expenses, fees and duties as may be required for development of the Said Property.

viii. The Developer shall complete development of the Said Property within a period of three (3) years from the date of Court Order granting permission to develop the Said Property as mentioned above with a grace period of 6 (six) months.

ix. The Developer shall pay to the Deities/ Trustees a sum of Rs. 75,00,000/- (Rupees Seventy Five Lakh only) by way of interest free refundable Security Deposit in the following manner after obtaining sanction/ approval from the Court of Competent Jurisdiction in the following manner, which shall be refunded by the Deities/ Trustees to the Developer without any interest simultaneously with the handing over possession of the Deity's Allocation to the Trustees :-

- (i) Rs. 30,00,000/- (Rupees Thirty Lakh only) at the time of sanction of Building Plan by Kolkata Municipal Corporation;
- (ii) Rs. 30,00,000/- (Rupees Thirty Lakh only) within six months of the previous payment;
- (iii) Rs. 15,00,000/- (Rupees Fifteen Lakh only) at the time of the 4th floor roof casting.

Q. In terms of the MOU and the Development Scheme therein mentioned, the Developer applied before the Hon,ble High Court at Calcutta vide Suit No. ATA-1 of 2023 seeking permission to develop the Said Property in accordance with the Development Scheme and by an Order of the Hon,ble High Court at Calcutta dated 19th October 2023 passed in the aforesaid suit, the Hon,ble High Court granted permission to the Trustees to develop the Said Property in accordance with the directions given in the said Order, a copy of the said Order dated 19th October 2023 is annexed hereto and marked "Annexure - A".

R. In terms of the aforesaid Order of the Hon,ble Calcutta High Court passed on 19th October 2023 in ATA 1 of 2023, the Trustees and the



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Developer have modified the terms and conditions contained in the MOU and the Development Scheme and the terms of development of the Said Property are modified in the manner hereinafter appearing and accordingly the Deities / Trustees enters into this Joint Development Agreement with the Developer for development of the Said Property on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED DECLARED AND RECORDED by and between the parties hereto as follows:

1. DEFINITIONS AND INTERPRETATIONS:

In these presents unless there be something contrary or repugnant to the subject or context:

- a) **ADVOCATES** shall mean Messrs Sandersons & Morgans, Advocates & Solicitors as appointed by the Developer as the Advocate for the Project;
- b) **ARCHITECT** shall mean Mr. Ranajit Kumar Mitra whom the Developer has appointed as the Architect for the Project;
- c) **DEITIES ALLOCATION** shall mean and include an exclusive three storied building and a car parking space constructed on a portion of land measuring 2 (two) cottahs in Lot-A as shown in red border in the map/plan annexed hereto and marked as "Annexure-B", in accordance with the plan sanctioned by Kolkata Municipal Corporation AND constructed areas in form of flats in Lot-B as shown in blue border in the map/plan annexed hereto and marked as "Annexure-B" measuring in aggregate 8130 sq.ft. more or less and proportionate car parking spaces TOGETHER WITH undivided proportionate share or interest in the land comprised in Lot-B of the Said Property and Common Areas, Common Amenities and



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Facilities and Common Portions appertaining to the flats allotted to the Deities in Lot - B being 40% of total constructed areas.

- d) **DEVELOPER'S ALLOCATION** shall mean and include the remaining flats and car parking spaces including mechanical car parking spaces in Lot-B (excluding the Deities Allocation) as shown in blue border in the map/plan annexed hereto and marked as "Annexure-B", TOGETHER WITH undivided proportionate share or interest in the land comprised in Lot-B of the Said Property and Common Areas, Common Amenities and Facilities and Common Portions being 60% of total constructed areas.
- e) **COMMON AREAS** shall mean the area comprising the common portions, common amenities, common facilities provided in the building constructed in Lot - B within the Said Property (save the Deities Building i.e. three storied building to be provided to the Deities / Trustees in Lot - A) and other open spaces in the Said Property and areas save the roof of the new building constructed on Lot - B, the flats and car parking spaces (both covered and uncovered) comprised in the Said Property;
- f) **COMMON AMENITIES & FACILITIES** shall mean and include the deep tubewell (if any), electrical installation, drainage and sewerage and all pipes and other installation for the same, water pumps, common lavatories, all electrical wiring and other fittings, all common plumbing installations, and its fittings etc., and such other common paths, area, equipments, installations, fittings, fixtures, lifts and spaces in or about the land and the building as are necessary and required for the maintenance and management of the said building in Lot - B and the Said Property excluding the Deity's Building.
- g) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management and maintenance of the New Building to be constructed in Lot - B and the Said Property excluding the Deity's Building;



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- h) **COMMON PORTIONS** shall mean and include the common paths, common passages, driveways, main entrance, main gates, common boundary wall, common darwans living area/room, all floors, lobbies on all floors, pump room, water reservoir (both overhead and underground), generator room, common toilets, compounds of the Said Property.
- i) **COMPLEX** shall mean the Said Property in Lot - B with the New Building and Deities Building in Lot - A thereon.
- j) **FORCE MAJEURE EVENTS** shall mean any event or combination of events or circumstances beyond the control of any Party herein which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented, or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Joint Development Agreement, which shall include but not limited to:
- i. Acts of God i.e. fire, earthquake, drought, flood, epidemics, pandemic, storm, lightning, flood or such other unforeseen natural calamities, natural disasters or deaths or disabilities;
 - ii. Explosions or accidents;
 - iii. Strikes or lock outs;
 - iv. Permanent interruption in the supply of utilities serving or required for the Project;
 - v. Non-availability of cement, steel or other construction materials due to general strikes of manufacturers, suppliers, transporters or other intermediaries;
 - vi. War and hostilities of terrorism, public unrest, riots or civil commotion and disturbances, insurgency, enemy action;
 - vii. Unreasonable or inordinate delay in granting any consent/permission/NOC/approval/sanction in respect of development of the New Building and Deity's Building at the Said Property by any Statutory / Competent / Appropriate Authority under the State or the Central



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Government, beyond the reasonable control of and inspite of the best of efforts made by the Trustees or the Developer or both the Parties;

- viii. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts the development and implementation of the proposed development of the said Property;
 - ix. Unprecedented pandemic Covid situation or like disease
- k) **MASCULINE** shall include the feminine and vice-versa;
 - l) **NEW BUILDING** shall mean the building and other structures to be constructed by the Developer in Lot – B of the Said Property as per the Plans.
 - m) **DEITY'S BUILDING** shall mean the building and other structure to be constructed in Lot – A of the Said Property as per plans and falling within Deity's Allocation.
 - n) **PROJECT** shall mean the work of development to be done by the Developer in pursuance hereof till the development of the Said Property be completed and possession of the Deity's Building is handed over to the Trustees;
 - o) **PLANS** shall mean the plans sanctioned / to be sanctioned in the name of the Deities/ Trustees by the Kolkata Municipal Corporation and/or other sanctioning authorities for development of the Said Property and include all modifications and/or alterations thereto.
 - p) **SINGULAR** shall include the plural and vice-versa;
 - q) **SAID PROPERTY** shall mean ALL THAT piece and parcel of land measuring about 15 cottahs more or less situated at Premises No. 4, Beadon Street (now known as Dani Ghose Sarani) Kolkata 700006 in the town of Calcutta within Police Station Burtolla, Post Office Beadon Street, Ward No. 26 of Kolkata Municipal Corporation



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having Assessee No. 110260500090 TOGETHER WITH a 150 years old brick built two storied and partly three storied house measuring 5000 sq.ft. on the ground floor, 4000 sq.ft. on the first floor and 2000 sq.ft. on the second floor in dilapidated condition more fully and particularly mentioned and described in the **FIRST SCHEDULE** hereunder written and wherever the context so permits or intends shall include the building/ sheds/ structures constructed thereon.

- r) **UNIT OWNERS** shall mean any person who acquires, holds and/or owns and/or agrees to acquire hold and/or own any Unit in the New Building in Lot-B of the Said Property and shall include the Deities/ Trustees and the Developer for the Units held by them from time to time;
- s) **UNITS** shall mean any flats, car parking spaces, shop rooms or other covered areas in the New Building in Lot - B which is capable of being exclusively owned used and/or enjoyed by Developer/ prospective purchaser and also by the Deities/ Trustees and which is not the common portion.

2. REPRESENTATIONS:

2.1 The Trustees have represented to the Developer, inter alia, as follows:

- (a) That the Deities / Trustees are the absolute owners of the Said Property and the Said Property is partially tenanted / occupied by trespasser short particulars whereof are set out in the Second Schedule hereunder written and mostly in possession of the Deities / Trustees and the Deities / Trustees have a marketable title thereto;
- (b) That the Said Property is free from all encumbrances (save the tenancies as per list short particulars whereof are set out in the Second Schedule hereunder written), mortgages, charges, leases, liens, lispens, attachments, acquisition, requisition,



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vesting, claims, demands and liabilities of whatsoever or howsoever nature;

- (c) That no person other than the Deities / Trustees have any claim, right, title, interest or share in the Said Property or any part thereof save the tenants' right in respect of their respective tenancies / tenanted portion;
- (d) That there is no impediment, obstruction, restriction or prohibition upon the Trustees to enter upon and/or fulfill the terms of this agreement and/or in development of the Said Property subject to the terms and conditions contained in this Agreement;
- (e) That the Trustees have not obtained any building plan sanctioned by the appropriate authority in respect of the Said Property;
- (f) That a portion of the Said Property is presently occupied by Tenants / Occupiers, short particulars whereof is set out in the Second Schedule hereunder written and the Developer has agreed with the Trustees to negotiate and make settlement with the Tenants / Occupants of the Said Property. The responsibility of providing the tenants / occupiers with alternative space in the New Building to be constructed by the Developer in Lot - B, shall remain with the Developer out of Developer's Allocation ;
- (g) The Trustees and the Developer will execute separate agreements with the Tenants as may be decided by the Developer for allocation of spaces in the New Building in Lot - B out of the Developer's Allocation and the Developer shall settle and arrange for execution of such Agreements with tenants/ occupants.

2.2 The Developer has represented to the Trustees as follows:-

- (a) That the Developer has considerable experience in real estate development and has carried out several projects in the city of



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Kolkata and has sufficient financial capacity to carry out the Project contemplated herein.

- (b) That the Developer's responsibility will be to settle with tenants/ occupants of the Said Property for getting vacant possession from them for the purpose of construction of New buildings and providing alternative accommodation or otherwise as hereinbefore stated.
- (c) The Developer shall construct residential building/s and shop rooms on the ground floor at the Said Property in accordance with sanction building plan of Kolkata Municipal Corporation which is settled and finalised with the Trustees as per direction given by the Hon'ble High Court at Calcutta vide its Order dated 19th October 2023.

3. AGREEMENT AND CONSIDERATION:

- 3.1 Relying on the aforesaid respective representations of the parties and believing the same to be true and correct and acting on faith thereof and pursuant to the aforesaid MOU dated 4th February 2023 and the Order of the Hon'ble Calcutta High Court dated 19th October 2023 the parties hereto have mutually agreed to enter into this Agreement.
- 3.2 The Trustees, pursuant to the permission of the Calcutta High Court, hereby permit and grant to the Developer the sole exclusive right and authority to develop the Said Property by constructing the Deity's Building in Lot - A and the New Building in Lot B in the manner mentioned herein.
- 3.3 In consideration of the Trustees' granting right and authority to develop the Said Property as aforesaid, the Developer has agreed to
 - (i) develop and construct the Deity's Building and the New Building on the Said Property at its own costs and expenses;
 - (ii) allocate and hand over to the Trustees 40% of the sanctioned floor area in the proposed building / buildings to be constructed on the Said



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Property including the Deities' Building together with the undivided proportionate impartible share and interest in the Common Areas, Common Amenities and Facilities and Common Portions, 40% of the car parking spaces and proportionate share on the roof of the said new building/s on the Said Property after constructing and completing the same in all respects by the Developer at its own cost and expenses and hereinafter for the sake of brevity referred to as the "Deity's Allocation"

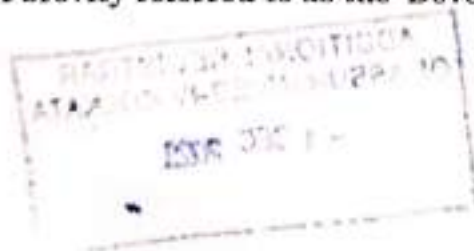
(iii) pay interest free refundable security deposit of Rs. 75,00,000/- (Rupees Seventy Five Lakh only) in the following manner:-

- a. Rs. 1,00,000/- (Rupees One Lakh only) simultaneously with execution of this Agreement;
- b. Rs. 29,00,000/- (Rupees Twenty Nine Lakh only) at the time of sanction of Building Plan by Kolkata Municipal Corporation;
- c. Rs. 30,00,000/- (Rupees Thirty Lakh only) within six months of the previous payment;
- d. Rs. 15,00,000/- (Rupees Fifteen Lakh only) at the time of the 4th floor roof casting

and fulfil and comply with all its other responsibilities and obligations herein contained without any reservation

(iv) pay interest bearing refundable security deposit of Rs. 50,000/- (Rupees Fifty Thousand only) simultaneously with execution of this Agreement which shall be refunded with interest @ 6% on the Completion Certificate being made available to the Trustees.

- 3.4 In consideration of the above, the Developer will be entitled to 60% of the total sanctioned floor area in the buildings to be constructed on the Said Property together with the undivided proportionate, impartible share and interest in the land comprised in Lot-B of the Said Property and Common Areas, Common Amenities and Facilities and Common Portions, 60% car parking spaces and proportionate share or interest in the roof of the New Building in Lot-B after handing over Deity's Allocation to the Trustees and hereinafter for the sake of brevity referred to as the 'Developer's Allocation'.





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4. Simultaneously with the execution and registration of this Development Agreement, the Trustees shall :-
- A. Give license and permission for specific purpose to the Developer to enter upon the Said Property with full right and authority to commence, carry on and complete settlement with tenants / occupants of the said Property as stated above, development of the Said Property, in accordance with the permission and terms herein mentioned. The said license to develop the Said Property will be personal to the Developer and under no circumstances the Developer will assign their right and interest to any other party for any reason whatsoever. However, the Developer shall be entitled to enter into separate contracts/ sub-contracts in its own name with contractor/s, architect/s for carrying out the development at its own risk and costs without having any financial obligations upon the Trustees.
 - B. Execute and register in favour of the Developer and/or their nominee or nominees a General Power of Attorney as may be required by the Developer for the purpose of
 - a. Holding, protecting and maintaining the Said Property,
 - b. negotiating and making settlement with tenants / occupants of the Said Property,
 - c. to sign any application, affidavit, Declaration and represent the Trustees before the Kolkata Municipal Corporation or any other authority or authorities,
 - d. appointing architects, consultants and contractors without having any financial or other obligation upon the Trustees,
 - e. preparing plan and signing it for sanction by the appropriate Authorities,
 - f. applying for and obtaining sanction of the building plan from Kolkata Municipal Corporation,



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- g. modifying the plan and to sign such modified plan, if required, and submit and take all steps to get approved such modification from the appropriate authority
- h. constructing the proposed New Building on Lot-B and Deity's Building on Lot-A of the Said Property,
- i. applying for and obtaining temporary and permanent connection of water, electricity power, gas, telephone, drainage, sewerage, etc., to the New Building / Deity's Building and other inputs and facilities required for the construction of the New Building and Deity's Building;
- j. appointing Advocates, signing Vakalatnama and all other petitions, declarations etc.
- k. delivering possession of the Developer's Allocation to the prospective buyers or any other person only after delivery of possession of Deity's Allocation to the Trustees, duly constructed in all respect, and signing, executing and registering sale and transfer deeds, conveyances and other related documents relating to Developer's Allocation Provided However the Developer shall be entitled to enter into agreement/s for sale with the intended buyers for sale of the Developer's Allocation to intending buyers together with right to receive and realise all such advances, earnest moneys and other payments from the said purchasers and to deposit in the designated account of the Developer in accordance with the provisions of Real Estate (Regulation and Development) Act, 2016 read with The West Bengal Housing Real Estate (Regulation and Development) Rules, 2021 and the said Power of Attorney shall remain irrevocable until completion of the said New Building / Deities Building and the transfer of the Developer's allocation provided there is no breach or default on the part of the Developer in respect of the terms and conditions contained in this Agreement. However the Developer undertakes not to cause to be done any act, deed or thing



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which may in any way misuse, contravene any rule, law or regulation or to misuse the powers which may be conferred upon the Developer by the Trustees and confer any financial or personal obligations upon the Trustees to construct super structure on the land beneath the said buildings as per agreement.

5. DEPOSITS:

- 5.1 Simultaneously with the execution of this agreement, the Developer has paid to the Trustees a sum of Rs. 1,00,000/- (Rupees One Lakh only) by way of Interest Free Refundable Security Deposit and shall pay further sum of Rs. 74,00,000/- (Rupees Seventy Four Lakhs only) in the following manner:-
- (i) Rs. 29,00,000/- (Rupees Twenty Nine Lakh only) at the time of sanction of Building Plan by Kolkata Municipal Corporation;
 - (ii) Rs. 30,00,000/- (Rupees Thirty Lakh only) within six months of the previous payment;
 - (iii) Rs. 15,00,000/- (Rupees Fifteen Lakh only) at the time of the 4th floor roof casting.
- 5.2 The total interest free refundable security deposit of Rs. 75,00,000/- (Rupees Seventy Five Lakh only) will be refunded by the Trustees simultaneously with receipt of vacant and peaceful possession of the Deity's Allocation duly constructed and completed as per design, drawing and specifications herein mentioned and handing over Completion Certificate.
- 5.3 Simultaneously with execution of this Agreement, the Developer has also paid to the Trustees interest bearing refundable security deposit of Rs.50,000/- (Rupees Fifty Thousand only) which shall be refunded with interest @ 6% on the Completion Certificate being made available to the Trustees in accordance with the directions given by the Hon'ble Calcutta High Court vide its Order dated 19th October 2023.



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- 5.4 It is recorded that simultaneously with the execution hereof, the Deities / Trustees have granted exclusive license strictly in terms of this Agreement read with the directions given by the Hon'ble Calcutta High Court vide its Order dated 19th October 2023 to the Developer for development of the Project on the Said Property and the Developer shall be entitled to hold the same only as exclusive licensee thereof subject to the terms of this Agreement.
- 5.5 The non-payment of interest free refundable security deposit shall be considered as default on the part of the Developer and upon occurrence of default, due to non-payment or delay in payment of interest free refundable security deposit, the Trustees shall issue notice to the Developer to rectify the default. In the event, the Developer fails to make payment within 15 days from the date of notice or within such extended date as may be mutually agreed for such payment, it will be construed as default on the part of the Developer and the Trustees shall be entitled to take such action as will be permissible to the Trustees under the law Provided However before taking any such action, the Trustees will give further notice to the Developer to rectify the breach and if the breach still continues the Trustees will be entitled to take appropriate action against the Developer.
- 5.6 In the event the Trustees fail to refund the interest free refundable Security Deposit of Rs. 75,00,000/- (Rupees Seventy Five Lakh only) to the Developer on the date of handing over of the Deity's Allocation in Lot 'B' by the Developer, the Developer shall have the right to adjust the security deposit amount with the area out of the Deity's Allocation excluding the Deities Building.

6.A. OBLIGATIONS OF THE DEVELOPER

The Developer hereby agrees and undertakes to the Trustees as follows :-

- (i) The Developer shall, at its own cost and expenses, develop the



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Said Property in accordance with the proposal of the Developer in terms of the Development Scheme as specified in Memorandum of Understanding dated 4th February 2023 and Order of the Calcutta High Court dated 19th October 2023.

- (ii) The Developer shall pay all arrears of taxes in respect of the Said Property and mutate the name of the Deities/ Trustees in respect of the Said Property with the Kolkata Municipal Corporation;
- (iii) The Developer shall be entitled to 60% of the constructed area of the new buildings to be constructed on the Said Property together with proportionate share or interest in the land comprised in the Said Property demarcated as Lot-B being the Developer's Allocation and provide to the Deities/ Trustees 40% of the constructed area of the new buildings including Deities' Building exclusively to be constructed on Lot-A of the Said Property being the Deity's Allocation;
- (iv) The Developer shall negotiate with the tenants of the Trust Property, a list of which is set out in the **Second Schedule** hereunder written, and shall reallocate / accommodate the tenants out of the Developer's Allocation of 60% and the Trustees shall grant to the Developer all powers for such purposes and in such re-allocation and accommodation of the tenants, the Deities/ Trustees shall have no obligation;
- (v) The Developer shall construct a separate and exclusive three storied building on the north-west side of the Said Property as shown in red border in the Plan annexed hereto demarcated as Lot-A, comprised of a "*Dalan*" and "*Tulsi Mancha*" on the ground floor of the building ("**Deity's Building**") as per drawing design and specifications, as may be approved by the Trustees;
- (vi) If the Deity's Building to be constructed is found less than 40% of the total constructed area, in such event, the Developer shall provide the deficit area of the Deity's Allocation out of 40% out of the other building/s to be constructed on Lot-B of the Said Property;



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- (vii) The Developer shall initially provide alternate habitable exclusive rooms for suitable accommodation of the Deities/ Trustees where the Deities/ Trustees will be shifted from the existing building from the mutually agreed date at the cost and expenses of the Developer until the possession of the Deity's Building is constructed and completed in all respect and delivered by the Developer to the Trustees.
- (viii) The Developer shall bear and pay all cost of development including all costs, fees and expenses for obtaining sanction plan from Kolkata Municipal Corporation, CESC connection, obtaining clearance of Urban Land Ceiling Authority in respect of the Said Property if required for getting Building Sanction Plan in terms of the development Proposal of the Developer and all other expenses, fees and duties as may be required for development of the Said Property.
- (ix) The Developer shall complete development of the Said Property within a period of two (2) years from the date of sanction of plan or handing over of possession of the Said Property, whichever is later.
- (x) The Developer shall immediately in consultation with the Trustees construct rooms on the vacant portions of the Said Property for shifting the Deities and the Trustees residence and thereafter will be entitled to demolish the existing building.
- (xi) During demolition and/or construction of the new building/s the Developer shall protect the adjacent buildings of the Said Property from crack and/or damage and repair the same, if any, at its own cost and expenses.
- (xii) The Developer shall arrange to paint both inside and outside the Deities Building and if required, make necessary repairs in the Deities Building if any crack or damage occurs upto a period of 2 (two) years from the date of delivery of possession of the Deities Building to the Deities / Trustees at its own cost and expenses.



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- (xiii) The Developer shall arrange separate water connection, sewerage connection and electricity connection for the Deities Building and also make arrangement for separate premises number and separate assessment. In the Deities Building, the Developer shall exclusively provide water pump, underground water reservoir, overhead water tank, and other facilities and complete the Deities Building in every respect including by installing gates as per the choice of the Trustees.
- (xiv) The Developer shall construct building strictly in compliance with the terms and conditions herein contained and direction given by the Hon'ble Calcutta High Court vide its Order dated 19th October 2023.
- (xv) The Developer shall provide access to the Deities Building exclusively from the municipal road and also from the passage on the north west side of the building.

6.B OBLIGATIONS OF THE TRUSTEES:

- 6B.1 **Title:** In case any encumbrance (except the existing tenancies mentioned in the **Second Schedule** hereunder written) or curable defect/deficiency in title is found to be affecting the Said Property or any part thereof, the Trustees shall make their best endeavour to remove and cure the same at their own costs and expenses promptly upon receipt of notice from the Developer.
- 6B.2 **Other Permissions:** In case any other or further permission or no objection certificate or any clearance or other certificate is required to be obtained for the purpose of making the Said Property or any part thereof fit for development by the Developer, the same shall be applied for and obtained promptly by the Developer at their own costs and expenses and the Trustees shall render all necessary assistance and co-operation.
- 6B.3 The Trustees shall hand over a portion of the Said Property to the Developer for construction of temporary rooms within the Said Property for shifting of the Deities and Trustees' residence within 30 (Thirty) days from the date of sanction of building plan by



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- Kolkata Municipal Corporation.
- 6B.4 Upon plan being sanctioned by the Kolkata Municipal Corporation and temporary construction of rooms being made by the Developer within the Said Property for shifting the Deities and Trustees for their residence, the Trustees shall hand over vacant possession of the remaining portion of the Said Property which is in possession of the Trustees to the Developer.
- 6B.5 The Trustees shall handover all original documents of title in respect of the Said Property to the Developer, which shall be held by the Developer as Custodian, for production before the sanctioning and required authorities and on completion of construction of buildings and production to required authorities and prospective buyers, the Developer will return the said original documents to the Trustees.
- 6B.6 The Trustees shall produce to the Developer and/or Building Allocation of Lot 'B' all original documents of title for inspection at the cost and expenses of the Developer and/or Building Allocation.
- 6B.7 The Trustees shall strictly comply with the directions given by the Hon'ble High Court vide its Order dated 19th October 2023.
- 6B.8 The Trustees will collect rent from the existing tenants till such time they are provided their allotted spaces by the Developer.
- 6B.9 The Trustees shall strictly maintain the "*Dalan*" / Puja Space within Lot-A as shown in the map/plan annexed hereto for puja purposes only and for no other purpose.

7. CONSTRUCTION AND DEVELOPMENT OF THE COMPLEX BY THE DEVELOPER:

- 7.1 **SANCTION OF PLANS:** Upon execution and registration of this Joint Development Agreement, the Developer will make arrangement with the tenants/ occupiers of the Said Property for construction of the building and shall submit plan within 3 (three) months from the date hereof and obtain sanction of plans for construction of New Buildings and Deity's Building at the Said



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Property from Kolkata Municipal Corporation and other concerned authorities in the name of and in consultation with the Deities / Trustees. The Trustees shall render all assistance and co-operation to the Developer and the Developer shall sign and execute all plans, specifications, undertakings, declarations, papers, documents, etc., as may be required by the Developer.

- (a) Before submitting the plans for sanctioning, the Developer shall deliver a copy of such proposed plan to the Trustees and in case the Trustees have any suggestion thereon, the Trustees shall communicate the same to the Developer within 10 (ten) days of receiving the plans, and the Parties shall mutually consult and as per the feasibility and if advised by the Architects, the suggestion of the Trustees shall be incorporated in such proposed plans.
- (b) One set of the finally sanctioned plan duly certified to be a true copy by the Architects shall be handed over by the Developer to the Trustees immediately upon sanction thereof. The Trustees shall be entitled to inspect the originals of the same at any time.
- (c) No modification or alteration of the sanctioned plans, shall be made by the Developer **SAVE AND EXCEPT** such modifications and/or alterations as may be deemed necessary by the Architects.

7.2 CONSTRUCTION: The Developer shall, at its own costs and expenses, construct and build the Complex (including the Common Areas and Installations) as per the Specifications agreed between the Parties as mentioned in the Third Schedule herein written and upon due compliance of the sanctioned plans and laws affecting the same as they may be advised by their Architects or directed by the concerned Municipal Authority or other authorities. In the Complex, the Developer shall provide all necessary Common Areas and Installations.

- (a) The Developer shall be in the control, management and supervision of all construction and development activities at the Said Property from the date of grant of exclusive license to the Developer in terms hereof.



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- (b) At all times during the construction of the Complex, the Trustees and/or their authorized agents will be at liberty to view the progress thereof.

7.3 CONSTRUCTION TEAM: The Architects and the entire team of people required for planning and construction of the Complex shall be such persons as may be selected by the Developer. All persons employed by the Developer for the purpose of construction such as architects, contractors, labourers, care-takers, etc., shall be the persons under appointment from and/or employees of the Developer and the Trustees shall not in any way be liable or responsible for their salaries, wages, remuneration, compensation, insurance, claims including any other statutory payment in this regard, or for their acts in any manner whatsoever and shall have no responsibility towards them or any of them and all the responsibilities in that behalf shall be of the Developer.

7.4 UTILITIES REQUIRED FOR CONSTRUCTION AND USE OF THE COMPLEX: The Developer shall be entitled to apply for and to obtain temporary and/or permanent connections of water, electricity, drainage, sewerage and/or other utilities inputs and facilities from the appropriate authorities required for development of the Complex, at its own cost.

7.5 GENERAL AUTHORITY: The Developer shall be authorized and empowered in the name of the Trustees to apply for and obtain all permissions, approvals and clearances from any authority whether local, state or central for the construction of the Complex and also to sign and execute all plans sketches papers and applications and get the same submitted to and sanctioned by the appropriate authorities from time to time for making constructions, reconstructions, modifications, additions and/or alterations in or for the Complex or any portion thereof and/or for obtaining any utilities and permissions and/or doing all acts deeds and things in compliance of the sanctioned plans and laws affecting the same as they may be advised by their Architects or directed by the concerned Municipal Authority or other authorities.

7.6 TIMELINES FOR CONSTRUCTION:



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- (a) Subject to force majeure events as stated hereinabove, the Developer shall endeavour to obtain the sanction of the Plans for construction of the New Building and Deity's Building from Kolkata Municipal Corporation within 6 (six) months from the date of execution and registration of this Joint Development Agreement, with a grace period of 3 (three) months.
- (b) Subject to force majeure events as stated hereinabove, the Developer shall commence construction of the New Building and Deity's Building on the Said Property within 1 (One) month from the date of sanction of Plans of the New Building and Deity's Building and complete construction of the New Building and Deity's Building within 24 (Twenty Four) months from the date of sanction of plan. However, if the construction of the New Building and Deity's Building could not be completed within the above-mentioned time frame, the completion time may be extended by a time frame as may be mutually decided by the Trustees and the Developer considering the exigencies but however during such period, the Developer shall be liable to pay compensation to the Deities / Trustees @ Rs.30,000/- (Rupees Thirty Thousand) per month from the date of extension granted till the date of completion of the construction and handing over of possession.

7.7 EXCLUDED COSTS: In addition to the costs and expenses agreed to be borne by the Trustees hereunder, the following, however, shall not be part of the cost of construction and development of the Complex or be borne by the Developer:

- (a) Any arrears or other outgoings payable in respect of or in any way relating to the said Property of the Trustees or any part thereof and relating to the period prior to the signing of this Joint Development Agreement, shall be the separate liability of the Trustees subject to the terms hereinbefore mentioned;
- (b) Any claim relating to the title of the Trustees to the Said Property or any part or share thereof shall be the separate liability of the Trustees;
- (c) Any other claim against the Trustees in respect of the said Property.



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7.8 **DELAY DEFAULT AND/OR NEGLIGENCE BY PARTIES:** Any claim, demand, loss, liability, interest, penalty, damage, action, proceeding or litigation caused by or arising out of any delay default and/or negligence of any of the Parties hereto shall be the separate liability of the Party committing such delay default and/or negligence and all expenses to cure the same shall also be the separate liability of the Party committing such delay default and/or negligence.

7.9 **BUILDING COMPLEX NAME:** The Building Complex shall be named in a manner as may be decided by the parties

7.10 **COST AND EXPENSES :** That all costs of stamping, engrossing and registration of this Joint Development Agreement and any other paper relating to this Agreement shall be borne and paid by the Developer.

7.11 **SALVAGE VALUE :** The Developer shall demolish the existing structures, buildings, erections and construction at the Said Property and the entire salvage value receivable from the said existing structures, buildings, erections and constructions shall be paid to the Trustees.

8. OWNERSHIP OF THE OWNERS :

8.1 The Deity's Allocation as and when constructed shall become the absolute property of the Deities / Trustees who shall be entitled to use the Deity's Building and sell, lease or dispose of the same or parts or portions thereof along with proportionate undivided share in the land, car parking spaces, shop rooms, ultimate roof and other amenities relating thereto as the sole and absolute owners thereof at their own risk and account without any objection from the other party and to receive and accept any premium, rent or consideration money in regard to the Deity's Allocation in accordance with the laws and, if required by the Trustees, the Developer shall join in the Deed of Conveyance as Confirming Party.

8.2 The Trustees shall be entitled to transfer, convey or dispose of the Deity's Allocation in the building or buildings at the Said Property to the



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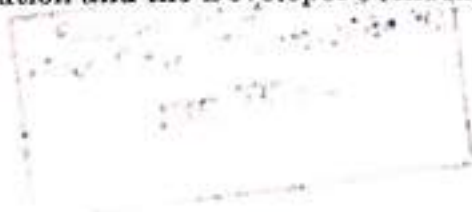
prospective buyer/ buyers and intimate such sale to the Developer immediately thereafter. Upon such nomination of the buyer/s by the Trustees, the Developer shall deliver possession of the area to such buyer/s. This clause will apply only if the Trustees sell their allocations before delivery of possession by the Developer.

8.3 The Developer shall be entitled to enter into Agreements for Sale in respect of the Flats, car parking areas, shops and other areas of the Developer's Allocation in the Said Property, to book flats, car parking spaces etc., to receive advances, earnest moneys, part payments and other payments there under and sign all agreements, papers or writings for the purposes as may from time to time be required but the Developer shall not be entitled to execute and register Deed of Conveyance and to deliver possession of the flat/car parking space/shop to any intended buyer out of Developer's Allocation until delivery of possession of the Deity's Allocation to the Trustees.

8.4 In consideration of the Developer constructing building or buildings at the Said Property and allocating the Trustees' Allocation therein, the Trustees shall sign, execute and register such deeds, documents or writings as may be required by the Developer at the cost and expenses of the Developer and if necessary the Trustees shall sell proportionate undivided share or interest in land and join and become Party to the Deeds of Conveyance and/or other documents and/or writings as may be executed by the Developer in favour of the purchasers of the flats, shop rooms and car parking spaces of the Said Property, for the purpose of transferring, conveying and confirming the transfer of the undivided proportionate share in the land appertain to the Developer's Allocation / the Developer's allocation in the New Building at Lot-B of the Said Property and perfecting the title of the Developer and/or their nominee or nominees and/or to purchasers of the flats, shops and car parking spaces of the New Building from the Developer.

9. **VARIATION IN RATIO :**

If upon demarcation it is found that there is any variation in the ratio of the Deity's Allocation and the Developer's Allocation, it is hereby agreed by



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and between the parties hereto then either party will have the option to sell and/or purchase from the other party the floor areas exceeding their respective ratio at the rate to be mutually agreed upon.

10. DEVIATION/ UNAUTHORIZED CONSTRUCTION :

The Developer shall be fully responsible for any deviation or unauthorised construction or any accident or mishap while making the construction and in no event the Trustees shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified to the Trustees against all losses, claims or liabilities, if any, arising out of such deviation, unauthorized constructions, accident or mishap.

11. ADDITIONAL CONSTRUCTION :

The Trustees and the Developer hereby further agree that if any further or additional stories/floors are permitted to be raised by the Kolkata Municipal Corporation, then in that event, the same shall be constructed and erected by the Developer at its own costs and expenses and the said further or additional floors shall be shared by the Deities and the Developer in the ratio of 50:50 respectively, however if any extra expenses are to be incurred excepting the construction cost, the same shall be borne and paid by both the party in same ratio.

12. APPLICABILITY OF REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016 READ WITH THE WEST BENGAL HOUSING REAL ESTATE (REGULATION AND DEVELOPMENT) RULES, 2021 :

12.1 The Developer shall develop the Said Property in compliance with the provisions of Real Estate (Regulation and Development) Act, 2016 read with The West Bengal Housing Real Estate (Regulation and Development) Rules, 2021.

12.2 The Developer agrees and undertakes to the Trustees that they shall keep aside requisite amount in a separate account as per provisions of Real



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Estate (Regulation and Development) Act, 2016 read with The West Bengal Housing Real Estate (Regulation and Development) Rules, 2021 from the amount received by the Developer from the intending buyers of the Developer's Allocation in compliance with the provisions of Real Estate (Regulation and Development) Act, 2016 read with The West Bengal Housing Real Estate (Regulation and Development) Rules, 2021.

12.3 The Developer agrees and undertakes to observe, perform and comply with the provisions of Real Estate (Regulation and Development) Act, 2016 read with West Bengal Housing Real Estate (Regulation and Development) Rules, 2021 and the provisions of Real Estate (Regulation and Development) Act, 2016 and West Bengal Housing Real Estate (Regulation and Development) Rules, 2021 will prevail over all the terms, conditions and provisions contained in this Agreement.

13. DELAY :

If the Developer does not fulfill or perform or violates any of the terms, conditions and covenants herein contained and the provisions of Real Estate (Regulation and Development) Act, 2016, the Trustees shall be entitled to take such action and remedy as will be available to the Trustees under the Law for the time being in force.

Similarly, if the Trustees do not fulfill, observe or perform or violate any of the terms, conditions and covenants this Joint Development Agreement and the Real Estate (Regulation and Development) Act, 2016 read with West Bengal Housing Real Estate (Regulation and Development) Rules, 2021, the Developer shall be entitled to take such action and remedy as will be available to the Developer under the law for the time being in force.

14. JURISDICTION :

Only the Courts of Kolkata shall have the jurisdiction to entertain try and determine all actions and proceedings between the parties hereto.



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15. INDEMNITY:

15.1 The Developer unequivocally undertakes to keep the Trustees indemnified against all third party claims and actions arising out of any act or omission of the Developer arising out of this Agreement and/or the construction of the New Building/s and the Trustees shall not be held answerable, responsible and/or liable under any circumstances in any manner whatsoever and the Developer will have to deal with all such claims and actions at its own cost and expenses.

15.2 While exercising the powers and authorities under the Power Of Attorney granted or to be granted by the Trustees in terms of Clause 4(B) above, the Developer shall ensure that no civil, criminal or financial obligations are imposed or subjected upon the Deities / Trustees and the right title and interest of the Deities / Trustees with regard to the Said Property or any part or share thereof or therein is not in any manner affected or prejudiced and the Developer shall not do any such act, deed, matter or thing which would in any way infringe the rights of the Deities / Trustees and/or go against the spirit of this Joint Development Agreement whereby the Deities / Trustees suffer any loss or damage, and the Developer shall indemnify and keep the Deities / Trustees fully saved harmless and indemnified in respect thereof.

15.3 Both the parties shall also indemnify and keep the other party fully saved harmless and indemnified from and against all or any possible loss, damage, cost, claim, demand, action, prosecution, penalty or proceeding that they or any of them may suffer or incur owing to any default or negligence of the other in carrying out the Project in terms hereof.

16. MISCELLANEOUS:

16.1 Any GST or like taxes payable in relation to the Project or the construction/sale of Units shall be borne and paid by the Developer and the Trustees, if the Trustees become liable to pay as per law.

16.2 The intending buyers of the Units shall be fully entitled to take housing loans from any Banks or Financial Institutions for the purpose of payment of the price/consideration, extras and deposits and/or stamp duty, registration fees

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etc. payable by them in respect of their areas proposed to be sold by the Developer / Deities / Trustees out of their respective allocation with the prior written consent of the Developer / Deities / Trustees.

16.3 The built-up area in respect of all the Units in the Complex, shall be such as be determined by the Architects.

16.4 Each party represents and warrants that it has the full right and authority to enter into this Joint Development Agreement. Each party represents and warrants that they have and covenants that they shall continue to have full right and authority to perform its obligations hereunder. The signatories of the Developer represent and warrant that they have full right and authority to execute this Agreement on behalf of the Developer.

16.5 If any of the provisions of this Agreement is held or found to be unenforceable, illegal or void, all other provisions will continue to remain in full force and effect. The parties shall nevertheless be bound to negotiate and settle a further provision to this Joint Development Agreement in place of the provision which is held or found to be unenforceable, illegal or void, to give effect to the original intention of the parties and which would be enforceable, legal and valid.

16.6 The failure of either party to insist upon a strict performance of any of the terms or provisions of the Joint Development Agreement, or to exercise any option, right or remedy contained in this Joint Development Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

16.7 This instrument constitutes the entire agreement between the parties as to the Said Property and/or the subject matter hereof. This Agreement shall be read and construed in conjunction with the MOU dated 4th February 2023 and Order of the Calcutta High Court dated 19th October 2023 and supersedes all other previous writings, if any, with respect thereto. If there be any inconsistency in the terms and conditions contained in the MOU dated 4th February 2023 and this Agreement, the terms and conditions contained in this Agreement will prevail.

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16.8 No modification or amendment to this Agreement shall be valid or binding unless made in writing and duly executed by both the Parties.

16.9 Nothing in this agreement shall be construed as a demise or assignment or transfer by the Deities / Trustees of the Said Property or any part thereof to the Developer or as creating any right, title or interest unto and in favour of the Developer into or upon the Said Property and/or any part thereof save and except the Developer's exclusive right of development of the Said Property and the right of effecting the construction of the New Building/s on the Said Property.

17. NOTICE:

Unless otherwise expressly mentioned herein, all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post/speed post with acknowledgment due at the address of the other party/s mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

18. ADJUDICATION OF DISPUTES:

In the event of any disputes or differences between the Parties hereto concerning or arising out of this Agreement, the Parties shall try to resolve the same amicably through mutual discussions, negotiations, mediation by common friends within 2 (two) months from the date the dispute arises, failing which the Parties shall refer the disputes for arbitration. In the case of Arbitration, the Parties shall first mutually try to appoint one sole arbitrator, failing which one Arbitrator each will be nominated by each Party, and the two nominated arbitrators shall appoint a third arbitrator and the three arbitrators together will form the arbitral tribunal. Any process of arbitration shall be conducted under the Arbitration and Conciliation Act, 1996, as amended from time to time. The decision of such Sole Arbitrator or Arbitral Tribunal, as the case may

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be, will be final and binding on both Parties. The arbitration shall be held at Kolkata and in English language.

The parties agree that pendency of a dispute between them shall not be cause for stoppage of construction of the Complex and that the Developer shall continue and complete the construction thereof in terms of this Joint Development Agreement save only of such portion thereof directly affected by such dispute.

THE FIRST SCHEDULE ABOVE REFERRED TO

(The Trust Property)

ALL THAT piece and parcel of land measuring about 15 cottahs more or less situated at Premises No. 4, Beadon Street (now known as Dani Ghose Sarani) Kolkata 700006 in the town of Calcutta within Police Station Burtolla, Post Office Beadon Street, Ward No. 26 of Kolkata Municipal Corporation having Assessee No. 110260500090 TOGETHER WITH a 150 years old brick built two storied and partly three storied house measuring 5000 sq.ft. on the ground floor, 4000 sq.ft. on the first floor and 2000 sq.ft. on the second floor in dilapidated condition and butted and bounded as follows:-

On the North	:	By Dani Ghose Sarani
On the East	:	Partly by No. 1, Umesh Dutt Lane and partly by No. 4/1, Dani Ghose Sarani
On the South	:	By a filled up sewerd ditch being a public passage
On the West	:	Partly by No. 3/1B, Dani Ghose Sarani and partly by Nos. 13, 13/1 and 14, Ram Krishna Bagchi Lane



JUDICIAL REGISTRAR
KOLKATA
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THE SECOND SCHEDULE ABOVE REFERRED TO(List of Tenants)

	Name of Tenant	Area occupied by them	Rent
1.	Naba Kumar Ghosh	600 sq.ft.	Rs. 2000/-
2.	Ram Mohan Misra	323 sq.ft.	Rs. 450/-
3.	Fancy Dyers & Dry Cleaners	236 sq.ft.	Rs. 75/-
4.	Jyoti Picture Centre Proprietor: Pronob Kr. Saha	815 sq.ft.	Rs. 1470/-
5.	Lakshan Singh	16 sq.ft.	Rs. 190/-
6.	Kapildas Singh & Rajkumar Singh	03 sq.ft.	Rs. 300/-

THE THIRD SCHEDULE ABOVE REFERRED TO(Specifications)

1. ROD - SHYAM STEEL
2. CEMENT - KONARAK/ACC/ULTRA TECH
3. BRICK - 1 NO.
4. SAND - COURSE / MEDIUM COURSE
5. ELECTRIC - FINOLEX/ HAVELLS
6. WALL OUTSIDE - 8"
- INSIDE PARTITION - 5" & 3"



REGISTRAR OF ASSURANCES
KOLKATA
- 1 DEC 2023

- | | | |
|-----|----------------|--|
| 7. | WALL | - PUTTY (BISON) |
| 8. | WINDOW | - ALLUMINIUM TEAK WOOD |
| 9. | DOOR | - MAIN DOOR TEAK WOOD |
| | INSIDE DOOR | - FLASH DOOR |
| 10. | GRILL | - SQUARE BAR |
| 11. | FLOOR | - MARBLE & VITRIFIED TILES |
| 12. | KITCHEN TOP | - GRANITE STONE |
| 13. | FITTING | - PARRYWARE/ HINDWARE/
ESSCO/ JAQUARE |
| 14. | EXTERIOR PAINT | - WEATHER COAT/ BERGER
ASIAN PAINTS |

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REGIONAL REGISTRAR
KOLKATA
- 1 DEC 2023

IN WITNESS WHEREOF the parties hereto have executed these presents on the day month and year first above written.

SIGNED, SEALED and DELIVERED for and on behalf of Thakur Sri Sri Raj Rajeswar Jiu, Thakurani Sri Sri Lakshminata and Thakur Sri Sri Gopal Jiu Trust by Mohan Lal De, Kalpana De, Monojit De and Monodip De, its Trustees in the presence of :

1. Priyanka Mullik
Advocate
5, N.S. Road,
Kolkata - 700001.
2. Bandob choudry
ISE, Sonu Sonu
Kolkata - 50.

THAKUR SRI SRI RAJRAJESWAR JIU
Mohan Lal De & Kalpana De
Monojit De & Monodip De
TRUSTEE

THAKURANI SRI SRI LAKSHMINATA
Mohan Lal De & Kalpana De
Monojit De & Monodip De
TRUSTEE

THAKUR SRI SRI GOPAL JIU
Mohan Lal De & Kalpana De
Monojit De
TRUSTEE

SIGNED, SEALED and DELIVERED for and on behalf of Satya Krishna Enterprise by Mr. Tapendra Nath Banerjee and Mr. Tirthankar Banerjee, its Partners in the presence of :

1. Priyanka Mullik
Advocate
5, N.S. Road,
Kolkata - 1.
2. Bandob choudry
ISE, Sonu Sonu
Kolkata - 50.

SATYA KRISHNA ENTERPRISE
Tapendra Nath Banerjee
Tirthankar Banerjee
Partner

Drafted by

Priyanka Mullik

Advocate
High Court, Calcutta
WB/178/2009



REGISTRAR OF COMPANIES
KOLKATA
- 1 DEC 2023

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ATA 1 of 2023
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE
IN THE MATTER OF :
MOHAN LAL DE & ORS.

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date: 19th October, 2023.

Mr. Rupak Ghosh,
Mr. Jayanta Sengupta,
Mr. Sourjya Roy,
Advocates for the petitioners

Mr. Biswajit Mukherjee,
Mr. Gopal Chandra Das,

Advocates for KMC.

The Court: This is an application under Section 34 of the Indian Trust Act, 1882 (hereinafter referred to as the 1882 Act) made by the trustees and *Shebait*s of Thakur Sri Sri Rajrajeswar Jiu, Thakurani Sri Sri Lakshmi Mata and Thakur Sri Sri Gopal Jiu (hereinafter jointly referred to as deities) situate at premises no.4 Beadon Street Kolkata-700 006 (hereinafter referred to as the said premises) for the permission to enter into a development agreement to develop the said property for augmentation of income to meet the necessities of the deities including *debasheba* and performing the periodical festivals. By a registered deed of indenture of trust dated 17th March, 1954 executed by Notendra Lal De, the said Notendra Lal De had settled the said property to

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NATIONAL ARCHIVES AND RECORDS ADMINISTRATION
- 1 DEC 2023

make a permanent provision of Sheba of his family Thakur Sri Sri Rajrajeswsar Jiu during his *pala* or turn of worship (from *Chaitra Sangkranti* to the 12th Day of Baishak and last 6 days of *Bhadra* and first 10 days of *Aswin* in every year and Thakurani Lakshi Mata Jiu and Thakur Sri Sri Gopal Jiu. On a plain reading of the said indenture of trust, it is apparent that a private *debutter* purely for the worship of the said family deities during the *pala* or turn of the settlor was created by the said deed.

The present trustees or *Shebait* have stated that the income generated from the said property a major portion whereof is tenanted is so meager that the *pala* or turn of worship of the settlor cannot be performed with proper honour and dignity. The trustees or the *Shebait*s are required to meet the expenses from their own funds to continue the *pala* or turn of worship even in a modest manner. The trustees and *Shebait*s are, therefore, continuously pray for leave to develop the said property.

The said property comprises of land measuring about 15 *cottahs* with brick built structure situated and lying thereunder. Records reveal that there are 32 tenants and two of the *Shebait*s reside at the said premises with their respective families. The land has a reasonable frontage on Beadon Street which is a motorable municipal road with adequate width. The Kolkata Municipal Corporation (in short KMC) on being asked to file a report has submitted that the area of the land measuring about 15 *cottahs* is more or less equivalent to 1003.344 sq.mtrs. The Floor Area Ratio, (in short FAR) to be consumed as per draft scheme of construction is 2.58 while the available FAR as per the present rules of KMC is 2.75. KMC therefore, has found that prima facie there is no



THE ADDL REGISTRAR OF ASSURANCES
KOLKATA
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infirmity at this stage with regard to the proposed plan with a FAR calculation provided by the Trustees through the developer to KMC for consideration.

The main legal hurdle is whether the application under Section 34 of the 1882 Act is maintainable going by the nature of the trust. Although, the petitioners have tried to impress upon this Court that the bar under Section 1 of 1882 Act is not applicable in the instant case but on a meaningful reading of the trust deed, I find that it is the private religious trust with the specific use of the word endowment which is not covered by the provisions of the Act of 1882. The judgment cited by the petitioner reported in *AIR 1965 Cal 570 (Commissioner of Income Tax, Calcutta vs. Jogendra Nath Naskar & Anr.)* also gives no assistance when the ratio laid down therein is applied to the facts of the case. The Court in *Jogendra Nath Naskar (supra)* was considering the nature and character of the trust from the revenue angle for the purpose of assessment. In course of such consideration the learned Judge had made certain observations. However, going by the trust deed in the instant case, I find that the dedication of the said property was solely for the purpose of performing the settlor's *pala* for worship of the said deities and the right of residence of the *Shebaitis* is incidental to the performance of the *debasheba* and periodic festivals. The trust created in the instant case is a private debutter which is not covered by the Act of 1882 in view of the provisions of Section 1 of the said Act. The nomenclature of the application or the statement that the 1882 Act applies cannot stand in the way if the petitioners/applicants are otherwise entitled in law to an order in the facts of the case. It is well-settled that procedure is handmaid of justice. Reliefs can be also moulded to do effective justice and technicalities should not



REGISTRAR OF ASSURANCES
KOLKATA
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be permitted to overshadow a deserving case. Considering the condition of the premises and the income generated therefrom, I am of the considered opinion that the development of the said property for augmenting the income is a case which deserves consideration. The facts and circumstances as aforesaid, I treat this application as one under the provisions of Section 7 of the Charitable and Religious Trusts Act, 1920 and proceed to decide the issues.

The petitioners as trustees are allowed to enter into a development agreement with Satya Krishna Enterprise only if the trustees make the following provision for the duties:-

1) A specific portion of the said premises which should be not less than 2 cottahs with at least 3000 Sq. Ft. constructed area should be carved out of the main premises with some frontage to Beadon Street at its north shall be provided exclusively for the deities.

2) This land with structure shall be separately assessed with separate premises number. The developer, KMC and the trustees shall take necessary steps for such separate assessment.

3) After allotting two flats to the *Shebait*s each measuring 1000 Sq. Ft. only for their residence with their respective family the residual portion under owners allocation which will come to the trustees shall be sold save and except the proposed office space at the ground floor and additional parking spaces if any, after selling the flats with parking space as required allotted under owners' allocation.



ADDITIONAL REGISTRAR
ASSURANCES HOLPATA
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- 4) The sale proceeds received therefrom shall be kept invested in highest interest bearing securities, bonds or fixed deposit with government or with any nationalized bank.
- 5) The interest generated from such investment to the extent required shall be used for paying the municipal rates and taxes for the portion to be separately allotted to the deities and for the two flats to be allotted to the *Shebait*s for their residence only.
- 6) The office space and the car parking spaces may be let out by the trustees against reasonable rent. The rent collection from such portions be used for the regular *debasheba* and periodic festival of the deities as the first option before utilizing the interest.
- 7) The *Shebait*s shall bear the maintenance charges for the their respective flat while either from the rent collection or from the interest the maintenance charges for the portion to be let out for office space/shop room and parking spaces shall, if required under the terms of letting out, be met.
- 8) The development shall be completed within 2 years from handing over of possession. The developer shall be responsible for getting the tenanted portion vacated. The trustees shall render all necessary cooperation and help.
- 9) The demolition of existing structure shall be made in such a manner that the deities are not required to be shifted from the said premises and there is no discontinuity in regular *debasheba*. At the first phase the portion earmarked for the deities should be developed and the primary object of the trustees and the



ADDITIONAL REGISTRAR
OF ASSURANCES
KOLKATA
- 1 DEC 2023

developer shall be to consecrate the duties in the new portion to be allotted to them before taking up major demolition work or development of the rest portion.

10) The developer shall simultaneously with the handing over of possession provide a refundable security deposit of Rs.50,000/- which shall be refunded with interest @ 6 per cent on the Completion Certificate being made available to the trustees. Any excess interest compound left with the trustees shall be used and utilized by the trustees for the benefit of the deities.

The aforesaid terms are the broader terms and conditions. The trustees shall be obliged to include other terms and conditions in the development agreement for the benefit of the deities.

The application being ATA 1 of 2023 is accordingly disposed of.

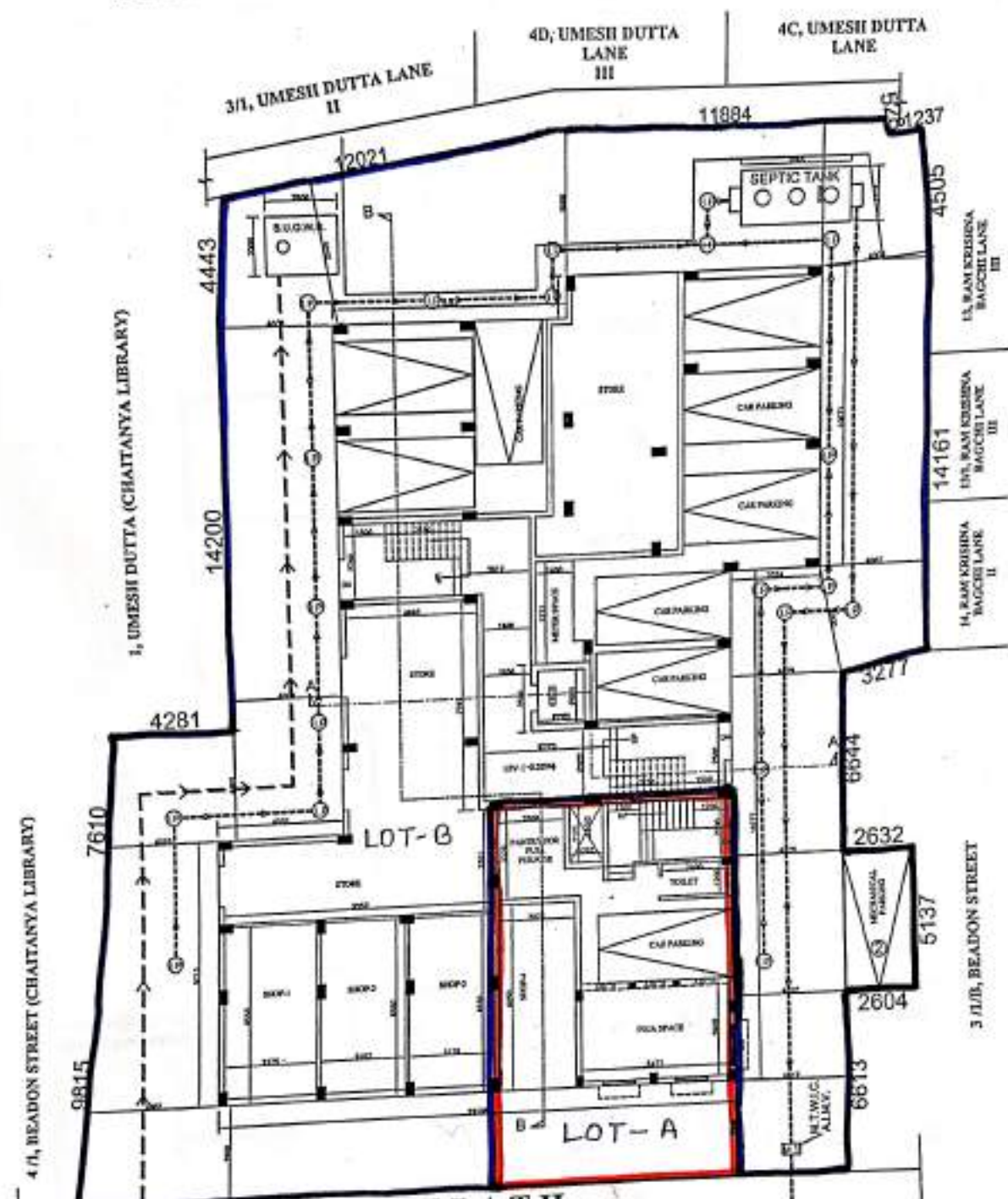
(Arindam Mukherjee, J.)





REGISTRAR OF COMPANIES
KOLKATA
- 1 DEC 2023

PROPOSED G+VI STORIED RESIDENTIAL BUILDING PLAN AT PREMISES NO.-4, BEADON STREET (DANI GHOSH SARANI), WARD NO.-026, BOROUGH NO-IV, KOLKATA -700 006, UNDER KOLKATA MUNICIPAL CORPORATION.



THAKUR SRI SRI RAJANESWAR JIU
Mokan Lal De Kalpanade.
Monesit De. monalip De
BEADON
 TRUSTEE

THAKUR SRI SRI GOPAL JIU
Mokan Lal De Kalpanade.
Monesit De. monalip De
STRLE
 TRUSTEE

THAKUR SRI SRI AKSHIMIMATA
Mokan Lal De Kalpanade.
Monesit De. monalip De
TRUSTEE

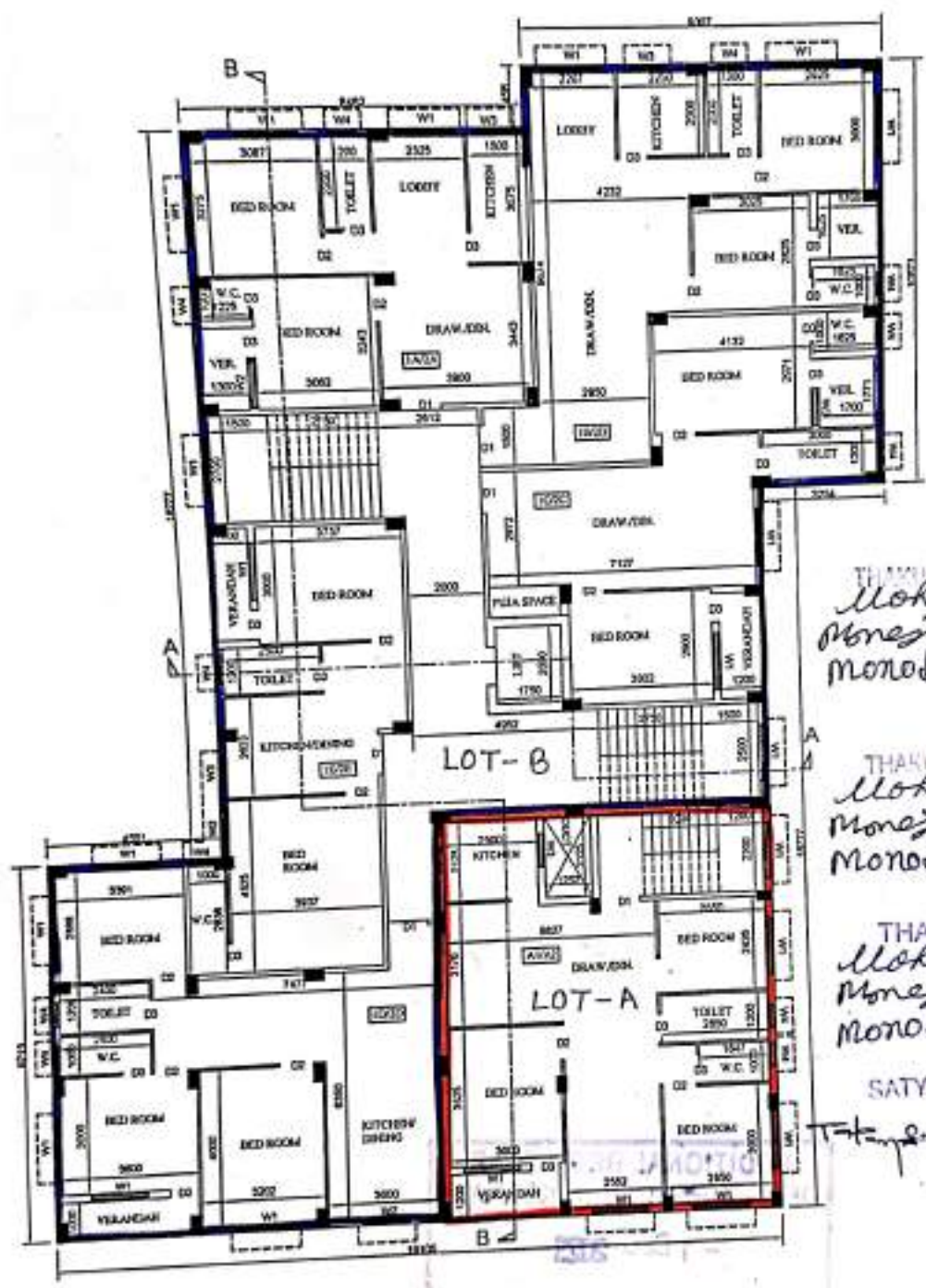
SATYA KRISHNA ENIKP...
Tatapan Lal De Sarani
Tankankan Banerjee
 Partner

FOOTPATH



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 1 DEC 2023

PROPOSED G+VI STORIED RESIDENTIAL BUILDING PLAN AT PREMISES NO.-4, BEADON STREET (DANI GHOSH SARANI), WARD NO.-026, BOROUGH NO-IV, KOLKATA -700 006, UNDER KOLKATA MUNICIPAL CORPORATION.



PROP. 1ST & 2ND FLOOR PLAN
SCALE: 1/32

THAKUR SRI SRI RAJRAJESWAR JIU
Mohan Lal De
 Monejit De. Kalpana De.
 Monodip De. TRUSTEE

THAKUR SRI SRI LAKSHMIMATA
Mohan Lal De
 Monejit De. Kalpana De.
 Monodip De. TRUSTEE

THAKUR SRI SRI GOPAL JIU
Mohan Lal De
 Monejit De. Kalpana De.
 Monodip De. TRUSTEE

SATYA KRISHNA ENTERPRISES
Tapan Banerjee
Jitankar Banerjee

SPECIMEN FORM FOR TEN FINGER PRINT



Udhan Reddy



LEFT HAND PRINT



RIGHT HAND PRINT



Kalpana De.



LEFT HAND PRINT



RIGHT HAND PRINT



Monejit Reddy



LEFT HAND PRINT



RIGHT HAND PRINT

- 1 DEC 2023



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 1 DEC 2023

SPECIMEN FORM FOR TEN FINGER PRINT



Monodip De



LEFT HAND PRINT



RIGHT HAND PRINT



Taty Sanyal Banerjee



LEFT HAND PRINT



RIGHT HAND PRINT



Diptankar Banerjee



LEFT HAND PRINT



RIGHT HAND PRINT

DEPARTMENT OF ADDITIONAL REGISTRAR
 25/11/2014
 25/11/2014



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ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 1 DEC 2023



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



291120232030014361

GRIPS Payment Detail

GRIPS Payment ID:	291120232030014361	Payment Init. Date:	29/11/2023 17:44:01
Total Amount:	76508	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2977544592040	BRN Date:	29/11/2023 17:45:49
Payment Status:	Successful	Payment Init. From:	Department Portal

Depositor Details

Depositor's Name: Mr Ramendra Lal Auddy
Mobile: 9831024022

Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240300143638	Directorate of Registration & Stamp Revenue	76508
Total			76508

IN WORDS: SEVENTY SIX THOUSAND FIVE HUNDRED EIGHT ONLY.

DISCLAIMER: This is an Acknowledgement Receipt, please refer the respective e-challan from the pages below.



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



192023240300143638

GRN Details

GRN: 192023240300143638 Payment Mode: SBI Epay
GRN Date: 29/11/2023 17:44:01 Bank/Gateway: SBICPay Payment Gateway
BRN : 2977544592040 BRN Date: 29/11/2023 17:45:49
Gateway Ref ID: 202333330072885 Method: State Bank of India New PG CC
GRIPS Payment ID: 291120232030014361 Payment Init. Date: 29/11/2023 17:44:01
Payment Status: Successful Payment Ref. No: 2002815654/2/2023
[Query No*/Query Year]

Depositor Details

Depositor's Name: Mr Ramendra Lal Auddy
Address: 5, N. S. Road, Kolkata - 700001
Mobile: 9831024022
Period From (dd/mm/yyyy): 29/11/2023
Period To (dd/mm/yyyy): 29/11/2023
Payment Ref ID: 2002815654/2/2023
Dept Ref ID/DRN: 2002815654/2/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2002815654/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	75001
2	2002815654/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	1507
			Total	76508

IN WORDS: SEVENTY SIX THOUSAND FIVE HUNDRED EIGHT ONLY.

PAID



[Handwritten signature]

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
- 1 DEC 2023

Major Information of the Deed

Deed No :	I-1904-16925/2023	Date of Registration	01/12/2023
Query No / Year	1904-2002815654/2023	Office where deed is registered	
Query Date	14/11/2023 2:01:22 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Priyanka Mullick High Court, Calcutta, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 9239503295, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 1,50,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 8,36,64,090/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,101/- (Article:48(g))	Rs. 1,511/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :

District: Kolkata, P.S:- Burtola, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Beadon Street, Road Zone : (Chitpore Crossing -- Jatindra Mohan Avenue Crossing) . , Premises No: 4. , Ward No: 028 Pin Code : 700006

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	15 Katha	1/-	7,95,12,840/-	Property is on Road Adjacent to Metal Road, Encumbered by Tenant,
Grand Total :				24.75Dec	1 /-	795,12,840 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	11000 Sq Ft.	1/-	41,51,250/-	Structure Type: Structure Tenanted,
<p>Gr. Floor, Area of floor : 5000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 150 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 1, Area of floor : 4000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 150 Years, Roof Type: Pucca, Extent of Completion: Complete</p> <p>Floor No: 2, Area of floor : 2000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 150 Years, Roof Type: Pucca, Extent of Completion: Complete</p>					
Total :		11000 sq ft	1 /-	41,51,250 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	THAKUR SRI SRI RAJRAJESWAR JIU 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:-700006 , PAN No.:: AAxxxxx2D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
2	THAKURANI SRI SRI LAKSHMIMATA 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:-700006 , PAN No.:: AAxxxxx1A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative
3	THAKUR SRI SRI GOPAL JIU 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:-700006 , PAN No.:: AAxxxxx3C,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative


Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SATYA KRISHNA ENTERPRISE 145A/1, South Sinthee Road, City:- Not Specified, P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 , PAN No.:: ADxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MOHAN LAL DE Son of Late Madan Lal De Date of Execution - 30/11/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office Dec 1 2023 12:18PM LTI 01/12/2023		 Captured	 01/12/2023
4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: adxxxxx3E, Aadhaar No: 93xxxxxxxx9802 Status : Representative, Representative of : THAKUR SRI SRI RAJRAJESWAR JIU (as Trustee), THAKURANI SRI SRI LAKSHMIMATA (as Trustee), THAKUR SRI SRI GOPAL JIU (as Trustee)				
2	Name	Photo	Finger Print	Signature
	Mrs KALPANA DE Wife of Mr Mohan Lal De Date of Execution - 30/11/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office Dec 1 2023 12:19PM LTI 01/12/2023		 Captured	 01/12/2023

4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AWxxxxxx6K, Aadhaar No: 37xxxxxxxx0013 Status : Representative, Representative of : THAKUR SRI SRI RAJRAJESWAR JIU (as Trustee), THAKURANI SRI SRI LAKSHMIMATA (as Trustee), THAKUR SRI SRI GOPAL JIU (as Trustee)

3	Name	Photo	Finger Print	Signature
	Mr MONOJIT DE Son of Mr Mohan Lal De Date of Execution - 30/11/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office		 Captured <small>LTI 01/12/2023</small>	 <small>01/12/2023</small>


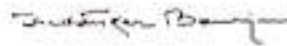
4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AWxxxxxx7J, Aadhaar No: 28xxxxxxxx3429 Status : Representative, Representative of : THAKUR SRI SRI RAJRAJESWAR JIU (as Trustee), THAKURANI SRI SRI LAKSHMIMATA (as Trustee), THAKUR SRI SRI GOPAL JIU (as Trustee)

4	Name	Photo	Finger Print	Signature
	Mr MONODIP DE Son of Mr Mohan Lal De Date of Execution - 30/11/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office		 Captured <small>LTI 01/12/2023</small>	 <small>01/12/2023</small>

4, Beadon Street, City:- Kolkata, P.O:- BEADON STREET, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.:: AWxxxxxx8H, Aadhaar No: 38xxxxxxxx3646 Status : Representative, Representative of : THAKUR SRI SRI RAJRAJESWAR JIU (as Trustee), THAKURANI SRI SRI LAKSHMIMATA (as Trustee), THAKUR SRI SRI GOPAL JIU (as Trustee)

5	Name	Photo	Finger Print	Signature
	Mr TAPENDRA NATH BANERJEE (Presentant) Son of Late Rajendra Nath Banerjee Date of Execution - 30/11/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office		 Captured <small>LTI 01/12/2023</small>	 <small>01/12/2023</small>

145A/2, South Sinthee Road, City:- Not Specified, P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx7N, Aadhaar No: 96xxxxxxxx6603 Status : Representative, Representative of : SATYA KRISHNA ENTERPRISE (as Partner)

Name	Photo	Finger Print	Signature
Mr TIRTHANKAR BANERJEE Son of Mr Tapendra Nath Banerjee Date of Execution - 30/11/2023, , Admitted by: Self, Date of Admission: 01/12/2023, Place of Admission of Execution: Office		 Captured	
	Dec 1 2023 12:17PM	L1 01/12/2023	01/12/2023
145A/2, South Sinthee Road, City:- Not Specified, P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: B1xxxxxx5N, Aadhaar No: 41xxxxxxxx0314 Status : Representative, Representative of : SATYA KRISHNA ENTERPRISE (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Ms Priyanka Mullick Daughter of Late Samir Mullick 5, Netaji Subhas Road, City:- Kolkata, P.O:- GPO, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001		 Captured	
	01/12/2023	01/12/2023	01/12/2023
Identifier Of Mr MOHAN LAL DE, Mrs KALPANA DE, Mr MONOJIT DE, Mr MONODIP DE, Mr TAPENDRA NATH BANERJEE, Mr TIRTHANKAR BANERJEE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	THAKUR SRI SRI RAJRAJESWAR JIU	SATYA KRISHNA ENTERPRISE-24.75 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	THAKUR SRI SRI RAJRAJESWAR JIU	SATYA KRISHNA ENTERPRISE-3666.66666700 Sq Ft
2	THAKURANI SRI SRI LAKSHMIMATA	SATYA KRISHNA ENTERPRISE-3666.66666700 Sq Ft
3	THAKUR SRI SRI GOPAL JIU	SATYA KRISHNA ENTERPRISE-3666.66666700 Sq Ft

Endorsement For Deed Number : I - 190416925 / 2023

On 01-12-2023

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

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

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

Presented for registration at 11:45 hrs on 01-12-2023, at the Office of the A.R.A. - IV KOLKATA by Mr TAPENDRA NATH BANERJEE .,

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 8,36,64,090/-

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

Execution is admitted on 01-12-2023 by Mr MOHAN LAL DE, Trustee, THAKUR SRI SRI RAJRAJESWAR JIU (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006; Trustee, THAKURANI SRI SRI LAKSHMIMATA (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006; Trustee, THAKUR SRI SRI GOPAL JIU (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006

Identified by Ms Priyanka Mullick, ., Daughter of Late Samir Mullick, 5, Road: Netaji Subhas Road, , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu, by profession Advocate

Execution is admitted on 01-12-2023 by Mrs KALPANA DE, Trustee, THAKUR SRI SRI RAJRAJESWAR JIU (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006; Trustee, THAKURANI SRI SRI LAKSHMIMATA (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006; Trustee, THAKUR SRI SRI GOPAL JIU (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006

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Execution is admitted on 01-12-2023 by Mr MONOJIT DE, Trustee, THAKUR SRI SRI RAJRAJESWAR JIU (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006; Trustee, THAKURANI SRI SRI LAKSHMIMATA (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:- Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006; Trustee, THAKUR SRI SRI GOPAL JIU (Trust), 4, Beadon Street, City:- Kolkata, P.O:- Beadon Street, P.S:-Burtola, District:-Kolkata, West Bengal, India, PIN:- 700006

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Execution is admitted on 01-12-2023 by Mr TAPENDRA NATH BANERJEE, Partner, SATYA KRISHNA ENTERPRISE (Partnership Firm), 145A/1, South Sinthee Road, City:- Not Specified, P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050

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Execution is admitted on 01-12-2023 by Mr TIRTHANKAR BANERJEE, Partner, SATYA KRISHNA ENTERPRISE (Partnership Firm), 145A/1, South Sinthee Road, City:- Not Specified, P.O:- Sinthee, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050

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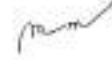
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Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,511.00/- (B = Rs 1,500.00/- , E = Rs 7.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 4.00/-, by online = Rs 1,507/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/11/2023 5:45PM with Govt. Ref. No: 192023240300143638 on 29-11-2023, Amount Rs: 1,507/-, Bank: SBI EPay (SBlePay), Ref. No. 2977544592040 on 29-11-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 75,001/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 21456, Amount: Rs.100.00/-, Date of Purchase: 18/10/2023, Vendor name: S TIWARI
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 29/11/2023 5:45PM with Govt. Ref. No: 192023240300143638 on 29-11-2023, Amount Rs: 75,001/-, Bank: SBI EPay (SBlePay), Ref. No. 2977544592040 on 29-11-2023, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1904-2023, Page from 968463 to 968523

being No 190416925 for the year 2023.



Digitally signed by MOHUL MUKHOPADHYAY
Date: 2023.12.12 15:42:40 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 12/12/2023
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.