

S. Sana

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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Serial No. 3296 31/5/24  
 OF No. 1 Vol. No. 1909 S/24  
 Date of 02/5 Year 2024  
 Cartridge Paper Supplied  
 Printing Fee Collected  
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Anujeeb Sarkar  
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Under Article G (a) & G (b).....	
Value of Stamp.....	4.00
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Value of Cartridge Paper.....	10.00
Cost of Map of Plan.....	
Cost of Map of Plan.....	420.00
Cost of Xeroxing.....	
Total Cost of Copy.....	<u>444.00</u>

Copy Prepared Signed.....  
 Sealed and Delivered to..... S. Sana  
 As per Order No..... 3296/24

Record Keeper  
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 Kolkata

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Certified that the Document is admitted to Registration. The Stamp and the endorsement sheet are on this document see the part of this document.

Additional Registrar of Assurances-IV, Kolkata

A.R.A IV

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11 JAN 2022

Additional Registrar of Assurances-IV, Kolkata

JOINT DEVELOPMENT AGREEMENT CUM DEVELOPMENT POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT made on this <sup>16</sup>28 day of December, 2021 between SRI SRI KRIPAMOYEE <sup>KALIKA THAKURANI (PAN: MASKED)</sup> AND SRI SRI DURGESWAR SHIVALANGA having it's Income Tax Permanent Account Number [MASKED] AND KSHETRESWAR TRUST ESTATE also known as SRI SRI KSHETRESWAR SHIVALANGA having it's Income Tax Permanent Account Number ([MASKED]).

For SRI KRIPAMOYEE KALIKA THAKURANI  
Trustee

deposited on

Viol Case No. 6081 26-12  
J(1)- 250  
J(2)- 550  
Total 800

and its office at 85, Cossipore Road, Post Office- Cossipore, Police Station- Cossipore, Kolkata - 700002, in the state of West Bengal being represented by SHRI SATI NATH BANERJEE, having his Income Tax Permanent Account Number MASKED and Aadhaar Number MASKED, Mobile No. (9831484616), son of Samarendra Nath Banerjee by Faith- Hindu, by Nationality- Indian, by Occupation- Retired Engineer, residing at and being Municipal Premises No. 24/8, Garcha First Lane, Post Office- Garcha, Police Station- Ballygunge, Kolkata- 700019, in the State of West Bengal, Managing Trustee/ Shebait of the aforesaid Trust Estate, hereinafter referred to as the "LAND OWNERS" (which expression shall unless excluded by or repugnant to the context shall include the transferee or Assignee of the TRUST ESTATE) of the ONE PART

AND

SRI RAJESH AGARWAL, having his Income Tax Permanent Account Number MASKED and Aadhaar Number (MASKED), Mobile No. (98360 48311), son of Late Ganga Prasad Agarwal, aged about 50 years, by faith - Hindu, by occupation - Business, residing at 34, Bidhan Sarani, Post Office: Beadon Street, Police Station: Girish Park, Kolkata - 700 006, hereinafter referred to as the DEVELOPER (which term or expression shall unless excluded by or repugnant to the context be deemed to include his successor, administrators legal representatives and assigns) of the OTHER PART.

WHEREAS by a Deed of Trust registered on 27<sup>th</sup> September, 1909, the land with premises no.88 Tarak Pramanik Road, Kolkata 700006, along with a two storied building standing thereon and several other properties, jewellerys, utensils, etc. were dedicated to the aforesaid Deities by their owner, Baman Das Mukherjee in perpetuity for the purpose of maintenance and seva puja of the said Deities.

AND WHEREAS Baman Das Mukherjee appointed himself as the first Shebait of the said Endowment and it was provided that after his death, such person shall become shebait as the said Baman Das Mukherjee shall by his last Will and Testament or by any deed of appointment, appoint and in default of any such Will

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or Deed of appointment, the eldest surviving members amongst the male heirs in the male line of the said Baman Das Mukherjee shall be such shebait and on the death of such eldest male heir, the next eldest surviving member amongst the male heirs in the male line of the said Baman Das Mukherjee shall be such shebait and so forth and in default of any such heir in the male line, the eldest surviving member amongst the male heir of the female line of the said founder shall be such shebait and on the death of such male heir through the female line, the next eldest surviving member amongst the male heirs through female line of the said founder shall be the shebait and so forth.

AND WHEREAS after the demise of Baman Das Mukherjee, his eldest son, Manmatha Nath Mukherjee became the shebait of the aforesaid trust estate.

AND WHEREAS the said Manmatha Nath Mukherjee by deed of appointment, dated 17<sup>th</sup> May, 1966 appointed his grandson, Ashim Kumar Mukherjee, as the shebait of the said trust estate.

AND WHEREAS disputes and differences having arisen between the two sons of Manmatha Nath Mukherjee namely (1) Narendra Nath Mukherjee and (2) Bhupati Nath Mukherjee regarding administration of the trust estate, the said Narendra Nath Mukherjee instituted two different suits before the 7<sup>th</sup> Court of the Learned Subordinate Judge at Alipore, being Title Suit Nos. 46 of 1971 and 47 of 1971 for declaration and settlement of Scheme of administration of the said Debuttar estate.

AND WHEREAS against the judgement and decree passed in the said suit, Narendra Nath Mukherjee preferred a First appeal before the Hon'ble High Court being F. A. No. 246 of 1972.

AND WHEREAS on 25<sup>th</sup> September 1985, the said First appeal was decreed on compromise as per the Terms of Solenama filed by the parties to the said appeal.

**AND WHEREAS** under the terms of the said compromise decree :-

- (i) Ashim Kumar Mukherjee unconditionally relinquished his right, title and interest as per the deed of appointment of shebait, dated 17<sup>th</sup> May 1966 executed by Manmatha Nath Mukherjee.
- (ii) The judgement and decree of the 7<sup>th</sup> court of the Learned Subordinate Judge at Alipore passed in Title Suit No.46 of 1971 and 47 on 1971 was set aside by the consent of all the parties and the injunction against all the parties in Title Suit No.47 of 1971 was vacated.
- (iii) All the heirs of Manmatha Nath Mukherjee were declared as shebait of the Deities.
- (iv) All the parties confirmed and ratified all the acts and deeds done in the course of administration of the trust estate, including copy of accounts of the trust estate, by the said Ashim Kumar Mukherjee, since the death of the previous shebait.

**AND WHEREAS** on the basis of the resolution passed in the meeting of the Shebait dated 23<sup>rd</sup> March 2019, Sri. Satinath Banerjee has been appointed as the new Managing Shebait of the said Debutter property.

**AND WHEREAS** due to inflation, the cost of daily seva puja and holding of the periodical festivals and maintenance of the thakurbari have gone up considerably and there are huge outstanding dues towards unpaid property taxes in respect of the debutter properties and assessment of tax and acquisition of some of the debutter properties are required to be challenged before the court and the income of the debutter properties have become insufficient to meet those expenses and so the need was felt to explore new options for enhancement of income of the trust from the Debutter properties.

**AND WHEREAS** Development of the Debutter property by demolition of the existing structure and construction of new building utilizing the full FAR, where



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

GRN Details

GRN: 192021220151463641 Payment Mode: Online Payment  
GRN Date: 31/12/2021 14:29:42 Bank/Gateway: AXIS Bank  
BRN : 321503679 BRN Date: 31/12/2021 14:12:43  
Payment Status: Successful Payment Ref. No: 2002695952/5/2021  
(Query No\*/Query Year)

Depositor Details

Depositor's Name: Rajesh Agarwal  
Address: 24/8, Garcha First Lane, Ballygunge, Kolkata-19  
Mobile: 6289053002  
Depositor Status: Others  
Query No: 2002695952  
Applicant's Name: Mr Sukanta Sana  
Address: A.R.A. - IV KOLKATA  
Office Name: A.R.A. - IV KOLKATA  
Identification No: 2002695952/5/2021  
Remarks: Sale, Development Agreement or Construction agreement Payment No 5

Payment Details

Sl. No.	Payment ID	Head of A/C Description	Head of A/C	Amount (₹)
1	2002695952/5/2021	Property Registration- Stamp duty	0030-02-103-003-02	40020
2	2002695952/5/2021	Property Registration- Registration Fees	0030-03-104-001-16	25
			<b>Total</b>	<b>40045</b>

IN WORDS: FORTY THOUSAND FORTY FIVE ONLY.





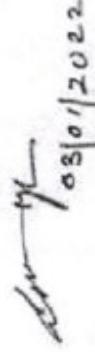
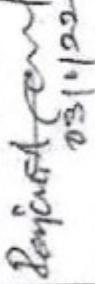
Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 19042002695952/2021

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri SATI NATH BANERJEE 24/8, Garcha First Lane,, City:- , P.O:- Garcha, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Representative of Land Lord [SRI SRI KRIPAMO YEE DURGES WAR] [KSHETR ESWAR TRUST ESTATE]		25 	 08/01/2022 (SATI NATH BANERJEE)
2	Shri RAJESH AGARWAL 24/8, Garcha First Lane,, City:- , P.O:- Garcha, P.S:- Bullygunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019	Developer		24 	 03/11/22 (RAJESH AGARWAL)

Query No:-19042002695952/2021, 28/12/2021 11:12:44 AM KOLKATA (A.R.A.-IV)



Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sukanta Sana Son of Late Arun Kumar Sana Sukanta Pally, Bhanta, City:- , P.O:- South Garia, P.S:- Baruipur, District:- South 24-Parganas, West Bengal, India, PIN:- 743613	Shri SATI NATH BANERJEE, Shri RAJESH AGARWAL		26 	 03-01-2022

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



Query No:-19042002695952/2021, 28/12/2021 11:12:44 AM KOLKATA (A.R.A. -IV)

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ever feasible, is the only option to generate better income/earnings than to give the existing building on rent.

AND WHEREAS this is a private debutter and not a 'trust' within the meaning of Indian Trust Act, and it is for the benefit of the debutter and for legal necessity for continuation of daily seva puja and holding of the periodical festivals and maintenance of the thakurbari that the properties of the Debutter be developed in the manner stated in the last foregoing recital.

AND WHEREAS the shebait in their meeting, dated 13<sup>th</sup> March 2021, have resolved to enter into this Development Agreement under the following terms and conditions subject to approval by the Hon'ble High Court at Calcutta.

AND WHEREAS the Trust through its Managing Shebait/ trustees filed an application under section 34 of the Indian Trust Act 1882 before the Hon'ble High Court at Calcutta being A.T.A. No. 4 of 2021 and upon hearing the contesting parties, the Hon'ble Court vide its order dated 8<sup>th</sup> October 2021, inter - alia allowed the shebait to negotiate and enter into development agreement with prospective parties in respect of certain designated properties which includes the present property. A server copy of the aforesaid Order is annexed hereto and marked with the letter "A" and the same to be treated as an integral part of these present.

AND WHEREAS the PARTIES hereto have conjointly decided and/or consented and it has become necessary for them to reduce in writing the terms and conditions to avoid dispute or misunderstanding amongst the PARTIES hereto in future.

**NOW THIS AGREEMENT WITNESSES AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS**

**ARTICLE -1 (DEFINITION)**

In these presents unless there is something contrary in the context repugnant to or inconsistent with :

- 1.1 **LAND OWNERS:** shall mean **SRI SRI KRIPAMOYEE DURGESWAR** also known as **SRI SRI DURGESWAR SHIVALANGA AND KSHETRESWAR TRUST ESTATE** also known as **SRI SRI KSHETRESWAR SHIVALINGA** OF 85, Cossipore Road, Post Office: Cossipore, Police Station: Cossipore Kolkata 700002. Being represented by **SATI NATH BANERJEE** son of Samarendra Nath Banerjee Managing Trustee/ Shebait of the aforesaid Trust Estate, residing at premises No.24/8, Garcha 1<sup>st</sup> lane, Post Office: Garcha, Police Station: Ballyguange Kolkata 700019.
- 1.2 **PROMOTER / DEVELOPER** - shall mean **SRI. RAJESH AGARWAL** son of Late Ganga Prasad Agarwal, residing at 34, Bidhan Sarani, Post Office: Beadon Street, Police Station: Girish Park Kolkata - 700 006 and include his heirs, executors, representatives and assigns.
- 1.3 **PREMISES** shall mean all that a piece and parcel of land measuring an area of 3 Cottahs 6 chittacks be the same a little more or less situate and lying at premises no. 88 Tarak Pramanick' Road, Post Office Girish Park, Police Station: Girish Park, Kolkata 700006 with an old two storied building standing thereon more fully and particularly mentioned in the first schedule ( herein after referred to as the "**SAID PREMISES**" here under appearing free from all encumbrances whatsoever.
- 1.4 **BUILDING** : shall mean and include the proposed, multi-storied building /buildings to be constructed on the land measuring an area of three

Cottahs six chattaks be the same or a little more or less at aforementioned "SAID PREMISES".

1.5 **COMMON FACILITIES** : shall mean and include corridors, staircase, hallways, pump room, overhead water tank, driveways, common lavatories, staircase, passage, underground water reservoir, water pump, motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, provisions maintenance and or management of the said proposed building/ buildings.

1.6 **AVAILABLE SPACE** : shall mean and include the space in the building available for independent use and occupation for residential and commercial purpose after making due provisions for common facilities and amenities and the space required there for.

1.7 **OWNERS ALLOCATION**: shall always mean 50% of the proposed constructed area of the building, *or four thousand square feet, whichever is higher*, to be demarcated and specified on the basis of a supplementary agreement to be entered into between both sides after the building plan is sanctioned by Kolkata Municipal Corporation and before handing over vacant possession of the premises to the Developer. The division of the proposed constructed area of the building into Owner's Allocation and Developer's Allocation will be done in such a manner that the market value of the two Allocations shall be equal, as far as practicable.

1.8 **DEVELOPERS ALLOCATION**: shall always mean the remaining space in the proposed building which is available for independent use, to be demarcated and specified on the basis of a supplementary agreement to be entered into between both sides after the building plan is sanctioned by Kolkata Municipal Corporation and before handing over vacant possession of the premises to the Developer.

1.9 **THE ARCHITECT:** shall mean and include the architect and /or Architects who shall be appointed by the said Developer who shall be in charge of the said construction which will be undertaken and to be constructed and /or erected on the "SAID PREMISES".

1.10 **BUILDING PLAN :** shall mean and include such plan and /or plans for the construction of the said building/buildings to be sanctioned by the Kolkata Municipal Corporation, for the construction of the including its notification and /or revisions for the said proposed project.

1.11 **TRANSFER :** with all its grammatical variations shall mean transfer by way of sale or lease of the apartment/unit, car parking space, godown / warehouse, shop room office space etc, **excepting** the Owner allocation, to be transferred by the Developer to the intending *purchasers or lessees*.

1.12 **TRANSFeree :** shall mean the Purchaser and /or Purchasers lessee or lessees who will purchase or take on lease any apartment/unit , car parking space/spaces, godown, shop room, office room etc in the said building that will be transferred and /or conveyed.

1.13 **ADVOCATE :-** shall mean Mr. ABHIJIT SARKAR, ADVOCATE of No. 7, Old Post Office Street, Room No.- 8 (Ground Floor), Kolkata- 700001, appointed by the DEVELOPER herein, inter-alia, for preparation of Deed of Conveyance and/or Sale Deed to be executed for transferring the Flats, Units, shops, godown, car parking spaces and all saleable spaces to be constructed on the SCHEDULE mentioned SAID LAND or every part thereof.

1.14 **WORDS :-** importing SINGULAR NUMBER shall include the PLURAL NUMBER and vice versa WORDS importing MASCULINE GENDER shall include the FEMININE GENDER and NEUTER GENDER. Similarly words importing FEMININE GENDER shall include MASCULINE

GENDER and NEUTER GENDER. Likewise NEUTER GENDER shall include MASCULINE GENDER and FEMININE GENDER.

**ARTICLE -II (COMMENCEMENT AND TIME LIMIT FOR COMPLETION OF EACH STAGE OF THE PROJECT)**

2. That this agreement shall be deemed to have commenced on and from the date of it's execution.

2.1 The Developer will be under an obligation to submit the building plan before the Kolkata Municipal Corporation within one month of execution of this agreement.

2.2 The time limit for relocation of the existing tenant shall be four months from the date of sanction of the building plan.

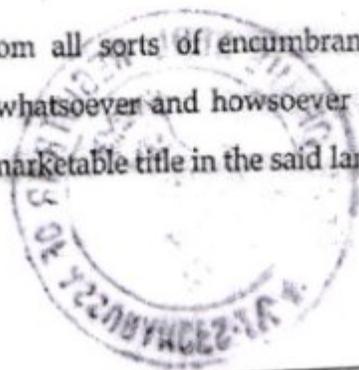
2.3 The Developer will be under an obligation to commence the demolition of the existing building within one month of such relocation and complete the same within two months. The Developer will have to start the construction work within two months of completion of the demolition work and complete the construction of the new building within twenty-four months from the date of getting sanction of the building plan. After completion of building, the Developer will issue notice calling upon the Land Owner to take possession of the Owner's Allocation.

In case the Developer fails to complete any stage of execution of this agreement within the time frame provided in this agreement, the Land Owners may extend such period of time, on such compulsory binding terms and conditions.

**ARTICLE-III (OWNERS RIGHT & PRESENTATIONS)**

3.1 POSSESSION: The land Owners are now absolutely seized and possessed of (Save and except an existing tenant namely Dr. Guha) and otherwise well and sufficiently entitled to the said premises.

3.2 The said premises is free from all sorts of encumbrances, attachments, lis pendens, mortgages and liens of whatsoever and howsoever nature and the Land Owner herein has got a valid and marketable title in the said land premises.

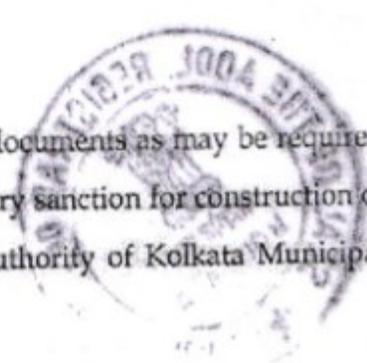


**ARTICLE -IV (PROMOTER / DEVELOPER'S RIGHTS )**

4.1 The Developer is duly competent to enter into agreement for sale, lease with third parties in respect of the Developer's Allocation only or obtain financial accommodation or take any advance against his allocated area or acquired right under these agreement Provided that, before completion of the project and handing over of possession to the Land Owner and intending purchasers of their respective portions, all such money earned by the Developer in respect of the said project shall be kept in a separate account to be opened in a scheduled bank and funds from the said account shall be withdrawn by the Developer in proportion to the percentage of completion of the project after it is certified by an engineer, or architect or a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project. The username and password to access the said bank account through net banking shall be provided to the Managing trustee as well as the Developer, so that the Managing shebait may access the said account at all times to ensure compliance with this clause.

4.2 The Land Owners hereby grant subject to what have been hereunder provided, exclusive rights to the Developer to build upon the "SAID PREMISES" in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation in the name of Land Owners with or without any amendment and /or modification thereto made or caused to be made by the parties hereto. It is hereby agreed by both the parties that the proposed building plan for the entire plot of land i.e. three Cottahs six chittaks be the same a little more or less shall be submitted for sanction to the Kolkata Municipal Corporation and the development shall be carried out by the Developer after obtaining the sanction from the concerned Municipal Office. The developer shall have the right to make application for amend, alter or modification of the sanctioned plan.

4.3 All applications, plans and other papers and /or documents as may be required by the Developer for the purpose of obtaining necessary sanction for construction of building in the said premises from the competent authority of Kolkata Municipal



Corporation shall be prepared and submitted by the Developer on behalf of the land owners and the Land Owners shall sign all such application other papers and documents as and when necessary and all such costs and expenses shall be borne by the Developer.

4.4 The selling rate of Developer's allocation will be fixed by the Developer without any prior permission or consultation with the Land Owners.

4.5 Booking from intending Purchasers for the Developer's allocation area will be taken by the Developer in his own name (as principal and not as an agent of the land Owners) and the agreement with the intending Purchasers will mention the Developer as the Vendor and land Owners/Shebait will sign as confirming party.

4.6 The Developer is empowered to collect consideration money from the sale of developer's allocation from the intending Purchasers and issue money receipts in his own name.

4.7 On completion of the said proposed building, the possession letter will be signed by the Developer in favour of the Land Owners and/or the intending purchaser/s. The Deed of conveyance of the Developer's Allocation will be signed by the Developer as Vendor and the Land Owners will sign the Deed of Conveyance as confirming Party.

4.8 All constructions costs and expenses including mutation fees, architects fees, engineers fees, costs of sanction of building plan and all incidental expenses and expenses for surrender of the existing tenancy and relocation of the existing tenant will be borne by the Developer. The cost of relocation/ rehabilitation of the existing tenant will be initially borne by the Developer and the Land Owners shall reimburse the said costs to the Developer with interest @ 5% per annum by selling portion of the Owners' Allocation at the time of delivery of the Owners' Allocation by the Developer to the Owners. In case of delay in the execution of the project beyond

twenty-four months from the date of sanction of the building plan, no interest shall be payable for the delayed period.

#### ARTICLE V (CONSIDERATION)

5.1 In consideration of the Land Owners having agreed to grant exclusive right of developing the said premises, the Developer has agreed to construct the said proposed building at his own costs and expenses and also bear all the expenses of sanction of building plan, architect's fees, engineer's fees, mutation fees, relocation of the existing tenant and all incidental expenses and the Land Owners shall not be required to contribute any sums towards the same or otherwise except reimbursement of the cost of relocation of the existing tenancy in the schedule premises.

5.2 Apart from the aforesaid consideration which has been mentioned in Clause No.5.1 hereinabove written, the Developer has agreed to make and shall remain bound to make and bear several necessary expenses as consideration for the purpose of development of the said premises and /or this development agreement and such consideration for all practical purpose will be deemed to be apparent consideration which are as follows :

- a) cost of relocation of the said tenant
- b) Space allocation of the owner.
- c) Costs, charges and expenses incurred for sanction of building plan, construction, erection and completion of the said newly constructed building at the said premises.
- d) Costs, charge and expenses incurred for installation of sewerage, drainage, water connection, electrical wiring and other connections.
- e) All incidental costs for execution of this project shall be borne by the Developer.

- f) Fees payable to architects and the engineers and all costs of providing sewerage, drainage and water connection and electrical wiring in the new building.

5.3 The Land Owners having agreed to grant exclusive right of developing the said premises to the Developer in terms of these presents, the Developer has agreed and undertaken to deliver peaceful, khas possession of the Land Owners allocation as stated above to the Land Owners before delivering the possession of the said Developer's Allocation to the intending purchasers.

#### ARTICLE -VI (PROCEDURE)

6.1 By signing these presents the Land Owners being the principal herein empower and appoint, Sri. Rajesh Agarwal, as their true and lawful Attorney to obtain sanctioned building plan, sewerage, drainage and water connection to the said building and such power shall be revocable in nature. The Land Owners may execute registered Development Power of Attorney if required in favour of the Developer for smooth carrying out the construction work in the "SAID PREMISES".

#### ARTICLE -VII (DEALING OF SPACE IN THE SAID PROPOSED BUILDING)

7.1 The Developer shall on completion of the said building first put the Land Owners in undisputed possession of the land Owners' Allocation TOGETHER WITH THE RIGHTS in common to the facilities and amenities to be enjoyed proportionately with other flat Owners. After such completion of the building, the developer shall serve a notice to the Land Owners herein for taking the possession of the land Owners' allocation. In case, within 30(thirty) days after receipt of such notice, the owners without any reasonable cause neglect to take such possession, thereafter the developer herein shall have every right to deliver possession, to the intending buyer/buyers, of the Developer's allocation without any interference from the

owners end and also to execute Deed of conveyance in favour of the intending Purchaser or Purchasers of the Developer's allocation.

7.2 The Land Owners will be entitled to transfer, lease, let out, assign or otherwise deal with the Land Owners' allocation in the said proposed building, without any interference of the Developer herein.

7.3 The Developer herein shall be at liberty with exclusive right and authority to negotiate for the sale of floors/flats/shops/car parking/ commercial spaces belonging to the Developer's Allocation, together with proportionate share of land excluding the Owner's allocation, as mentioned herein before, of the said proposed building on the said premises with any prospective buyer(s) before or in course of the construction work of the said building at such consideration and on such terms and conditions as the Developer shall think fit and proper at his own risk and liability. It is clearly agreed and declared by the parties herein that the consideration money for such transfer/transfers as aforesaid, including earnest money or initial payment or part payment or full payment thereof shall be received by the Developer on his own account and the Land Owners herein will have no liability, responsibility and share and will not be entitled to any portion thereof.

7.4 The Developer shall be entitled to enter into agreement for sale or transfer in respect of the Developer's allocation in his name, as Principal and not as agent of the Land Owners and will be entitled to sign all necessary documents in his own name. However, such dealings of the Developer with third parties shall not in any manner fasten or create any financial and legal liability upon the Land Owners herein.

7.5 The Developer shall execute the Deed of Conveyance or Conveyances in favour of the intending buyer and /or buyers of the Developers' allocation of the building. The Developer shall have every right to execute and register Agreement for Sale and to receive part consideration money of the Developer's allocation in accordance with the progress of construction work of the new building, PROVIDED HOWEVER the

costs of conveyance including non-judicial stamp and registration expense and all other legal expenses incidental thereto shall be borne and paid by the intending Purchaser/Purchasers thereof including the remuneration of the Lawyer.

7.6 Ground floor shop and / or office space owners will not be allowed to use building stairs, landing, lift, open to sky top roof, meter Room, pump Room, Caretaker Room and common space meant for flat owners etc. under whatsoever circumstances.

7.7 All the shops and /or office space owner of the ground floor of the said proposed multi-storied buildings will only use separate demarcated passage meant for the shop and/ or office space owners.

7.8 That such shop and /or office space Owners and /or their men and /or agent shall not have any right to park their two, three and four wheelers vehicles within the boundary of the said proposed site which may cause barrier for the free access to the flat owners and the car parking space owners of the said proposed multi-storied building.

7.9 That all the shop and /or parking space and/or flat owners of the said multi-storied building will start paying their maintenance charges immediately from the time of taking peaceful, vacant and khas possession of their respective shops, parking space and /or flats in the said building, to the Developer, until the association of the occupants of said building is formed.

7.10 That there will be a toilet on the ground floor which will be specifically meant for common user of all the shops and /or office space owners of the said proposed multi-storied building and arrangement of water connection in the said toilet will be separate from that of flat owners.

**ARTICLE -VIII (BUILDING )**

8.1 The Developer shall at the Developer's own costs construct, erect and complete the building at the "SAID PREMISES" in accordance with such materials and with such specification as are mentioned in the fourth Schedule hereunder written and /or as may be recommended by the Architect from time to time.

8.2 The Developer shall install and erect in the said building at the Developer's own costs and expense standard New Pump Set, Overhead Water Storage Tank, Reservoirs, Lift, Electrical Wirings, Fittings and Installations and other facilities as are required to be provided in a residential-cum-commercial building having self contained apartments and constructed for sale of apartments, shops, offices, and car parking spaces on ownership basis and /or as mutually agreed.

8.3 Subject to as aforesaid, the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto provided they are not inferior to the standard as mentioned in the Municipal Building Laws.

8.4 The Developer shall at his own cost and expenses and without creating any financial or other liability to the land Owners, construct and complete the said proposed building and various units and /or apartments, shops, offices and car parking spaces therein in accordance with the sanctioned plan to be sanctioned by the Kolkata Municipal Corporation.

8.5 All costs, charges and expenses including Architect's fees shall be discharged and paid by the Developer.

**ARTICLE : IX (SPACE ALLOCATION)**

9.1 The Land Owners shall be entitled to transfer or otherwise deal with the Land Owner's allocation in the said proposed building without any interference of the Developer herein.

9.2 On completion of the proposed building the Land Owners shall sign, execute and register at the cost of the Developer or intending buyer all such agreements, documents, instruments and writings as may be necessary and expedient for the purpose of transfer or Sale of the apartment/s, shop/s, car parking space/s and other units of the said Building.

**10. ARTICLE -X (GENERAL POWER OF ATTORNEY)**

The Land Owners herein, do hereby appoint, constitute and nominate SRI. RAJESH AGARWAL, son of Late Ganga Prasad Agarwal of 34, Bidhan Sarani, Post Office: Beadon Street, Police Station: Girish Park, Kolkata - 700 006 as it's true and lawful attorney to execute and perform the acts, deeds, matters and things as mentioned hereunder :-

10.1 To sign any application or affidavit and affirm the same on behalf of the Land Owners herein which may be necessary for the construction of the said building or buildings and to carry on correspondence on behalf of the Land Owners herein with all concerned public authorities and body/bodies including Kolkata Municipal Corporation, Government of West Bengal, Police, Fire Brigade etc in connection with the said construction and development of the "SAID PREMISES" under reference, to make, sign and submit application, petition, letters and other writings to the appropriate authorities local bodies for all and any licenses, permission sanctions and consents required for the proposed construction and development of the "SAID PREMISES"

10.2 To represent the Land Owners before the Registrar or any registration office namely Registrar of Assurance, Calcutta, District Registrar , Additional District Registrar , Sub-Registrar or any other registration office /offices for the purpose of registration of the Agreement /Agreements, Deed of Conveyance/Conveyances in respect of any saleable spaces of parts or portions being the developer's / Attorney's Allocation ,after delivering the peaceful khas possession of the Land Owner's allocation to the Owners.

10.3 To enter into, hold and defend possession of the said land and every part thereof and also to manage maintain and administer the said land and every part thereof.

10.4 To do all soil testing excavation and all other works whatsoever at the cost of the Developer for developing the said land by construction of building.

10.5 To sign and submit all papers, documents, applications, undertakings declaration and plans as will be required for having plan sanctioned and to have the said Sanctioned Plan modified and /or altered by the competent authority of Kolkata Municipal Corporation or other competent authorities and in connection therewith to make sign execute and submit necessary application and declarations by giving undertakings paying fees, obtaining sanction and such order or orders and permission as be expedient .

10.6 To appear before the necessary authority including the Kolkata Municipal Corporation, Land and Land Revenue Department, fire Brigade and Police Authorities and other offices of State Government in connection of sanction of plans and for other purposes.

10.7 To apply for and obtain such permission as be necessary for obtaining steel, cement, bricks and other materials for construction of buildings and constructional equipments to appoint Architects and contracts for the purpose of the Development and construction of the said land.

10.8 To apply for obtaining electricity, gas, telephones, water, sewerage and/or other connection of any utilities from appropriate authorities or to appear before the Kolkata Municipal Corporation authorities and before other state government authorities and / or before any other statutory authority and authorities for the aforesaid purposes.

10.9 To ward off and prohibit, if necessary, proceed against in due form of laws against all or any trespassers on the said land or any part thereof and to take appropriate steps whether by actions of otherwise and to abate all nuisance.

10.10 To accept notice and serving of papers from any courts, Tribunals and or attorney and /or persons.

10.11 To assign and submit papers, applications documents for having the mutation effected in all public records and or persons including the Kolkata Municipal Corporation being appropriate jurisdiction in respect of said land or any portion thereof and to deal with such authority and / or authorities in any manner to have mutation effected.

10.12 For all or any of the purpose hereinbefore stated, to appear and represent the principal before all the authorities having jurisdiction and to sign execute and submit papers and documents as may be required for the said purpose

10.13 To appear and represent the land Owners before any Notary, Registration authorities, Court of Law and other officer/Officers or statutory authority/authorities having jurisdiction and to sign and present documents/instruments for registration of sale deed in respect of the apartments, shops, car parking space/s and other any units of the said building belonging to the Developer's Allocation.

And the Land Owners/Principals hereby ratify, confirm and agree or undertake to ratify and confirm, all whatsoever the said Attorney or agents appointed under this Power shall lawfully do or cause to be done in the right of or by virtue of these presents including such confirmations and other works till the completion of the whole deal as per these presents.



**11. ARTICLE -XI (COMMON FACILITIES)**

11.1 The Developer shall pay and bear all property taxes and other dues and outgoings in respect of the building accruing due and as and from the date of execution of this agreement till handing over of the flats/units, car parking spaces to the Land Owners or Purchasers as the case may be. But the Land Owners herein will be liable to pay all dues of rates and taxes including municipal taxes, khajna /Land revenue and all outgoings and claims of whatsoever nature which has accrued up to the date of execution of this agreement.

11.2 The land Owners and the Developer shall punctually and regularly pay for their respective allocation all rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Land Owners and Developer and both the parties shall keep each other indemnified against all claims, actions, demands, cost, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by either of them as the case may be in consequence of a default caused by the Land Owners or the Developer as the case may be.

11.3 Any transfer of any part of the Land Owners allocation in the newly constructed building shall be subject to the other provisions hereof and the respective transferee shall have to be responsible, in respect of the space transferred, to pay the said rates and service charges for the common facilities to the Developer and after the formation of Owners association, to the Owners Association.

11.4 Should any one fails to pay any amount payable in respect of the said rates and service charges for the common facilities within 15 (fifteen) days of demand in this behalf, the owner of that portion shall be liable to pay interest on the amount outstanding at the rate or 12% (twelve percent) per annum from the due date of the payment.

11.5 During the subsistence of this agreement, the Land Owners shall not do any act, deed or things whereby the Developer shall be prevented from construction and

completion of the said building as per the approved plan to be sanctioned by the competent authority of Kolkata Municipal Corporation.

11.6 Both the Developer and the Land Owners herein shall enjoy their respective allocated/ portions in the said building under their occupation forever with absolute right of alienation transfer, gift etc and such rights of the parties in no way could be taken off or infringed by either of the party under any circumstances. The Land Owners will start paying their proportionate maintenance charges regularly to the Developer and after formation of Owners Association to the said Association from the date of receipt of notice of possession from the Developer for their allocated portion.

## 12. ARTICLE-XII ( COMMON RESTRICTION )

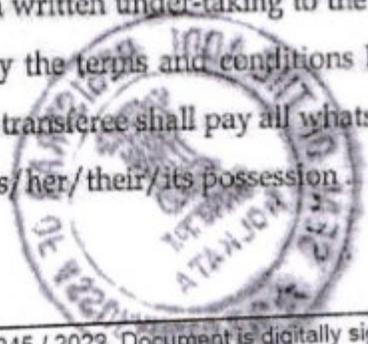
12.1 Neither party shall use or permit to be used of their respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the said proposed building.

12.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.

12.3 Neither party shall transfer or permit to transfer of their respective allocations or any portion thereof unless:-

- a) Such party shall have observed and performed all terms and conditions on their respective part to be observed and/ or performed .

The proposed transferee shall have given a written under-taking to the effect that such transferee shall remain bound by the terms and conditions hereof and of these presents and further that such transferee shall pay all whatsoever shall be payable in relation to the area in his/ her/ their/ its possession .



12.4 Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government. Statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation violation and / or breach of any of the said laws, bye-laws and regulation.

12.5 The respective allottees shall keep the interior walls, sewers, drains , pipes and other fittings and fixtures and appurtenances and floor and ceiling etc in each of their respective allocation in the building in good working condition and repair and in particularly so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other or their and /or the occupiers of the building Indemnified from and against the consequences of any breach.

12.6 Neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the building or any part thereof and shall keep the other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

12.7 No goods or others items shall be kept by either party for display or otherwise in the corridors or other places of common use in the building and no hindrance shall be caused in any manner in the free movement of users in the corridors and other places of common use in the building.

12.8 Neither party shall throw or accumulate any dirt, rubbish waste or permit the same to be thrown or accumulated in or around the building or in the compounds, corridors or any other portion or portions of the building.

### 13. ARTICLE -XIII ( OWNER'S OBLIGATION)

13.1 The Land Owners hereby agree and covenant with the Developer not to cause any unlawful interference or hindrance in lawful construction of the said building at

the said premises to be carried out by the Developer. If any interference or hindrance to such construction is done by the Land Owners herein, they will be liable for damages.

13.2 The Land Owners doth hereby covenant with the Developer not to do any act deed or thing whereby the Developer may be prevented from selling assigning and / or disposing of any of the Developer's allocation in the building and in the said premises in favour of the intending buyer(s) of apartments, shops, car parking space, office space and any other units.

13.3 The Land Owners doth hereby agree and covenants with the Developer not to let out, grant, lease , mortgage and/or charge or part with possession of the said premises or any portion thereof which is specifically mentioned in Part II of the Second Schedule hereunder written without the consent in writing of the Developer on and from the date of execution of this agreement .

13.4 The Land Owners herein shall have no right, authority and competence to terminate and /or determine this agreement within the stipulated period of construction of the said building. It is recorded herein that the completion period of the said proposed building shall be only 24(twenty four) months from the date of obtaining sanctioned building plan from the concerned authority leaving apart the force majeure clause, or act of God, tempest, riot or any unforeseen situation arises. In case the Developer fails to complete the construction of the said building within the said 24 months in that event the Land Owners herein may allow further time to complete the said proposed building or may terminate the agreement and in that event the Developer shall be entitled to claim refund of all sums spent by the Developer, on behalf of the Owners, for the relocation the existing tenant, together with the stipulated interest and the Developer will be liable to pay to the Land Owners such damages as may be awarded by the sole arbitrator, appointed by the parties by mutual consent or by the High court under Section 11 of the Arbitration and Conciliation Act, 1996 .

13.6 The cost of main electric meter and separate meters of the CESC for the allocated area of the Land Owners shall be borne and paid by the Developer out of his fund. It shall be responsibility and /or obligation of the Land Owners herein to apply and install any other separate 220 volt electric meter for their allocated portion.

13.7 After getting the delivery of their allocated portion .the land Owners can sale their allocated portion through their learned advocate.

13.8 No part of the said properties and / or premises is subject to any order of acquisition or requisition nor has any notice of acquisition or requisition been served upon the Land Owners.

13.9 The said properties and/ or premises have not been subject to any notice of attachment under Public Demand Recovery Act or for payment of income tax or municipal dues or statutory dues whatsoever or howsoever.

13.10 The Land Owners herein ~~undertake~~ not to create any kind of charges or mortgage including that of equitable mortgage by deposit of Title Deeds of the said premises and / or any portion thereof as mentioned in the Second Schedule hereunder written during the subsistence of this agreement.

13.11 Immediately after signing this agreement, other than the land Owners allocation provided herein no claim and /or demand either by the agents or by the nominee/ nominees would be entertained by the Developer under whatsoever circumstances . If such happens, it would be settled and adjusted out of the said Land Owner's allocation.

13.12 The Land Owners will allow the Developer or its men and agents for the purpose of survey of land, testing soils sanction of building plan, installation of 440 volt electric meter, sewerage connection, water connection at the cost of the

Developer and the Land Owners herein will give their consent by signing the required papers and documents for the affectivity.

13.13 That immediately after sanctioning of the said building plan for the said proposed building and surrender of the existing tenancy and relocation of the said tenant ,the Developer will undertake to arrange for the demolition of the existing building at his own costs and expenses and the materials and the scraps/debris thereof will be entirely the property of the Developer herein.

13.14 That before the execution of these agreement ,if the Land owner herein has entered into any agreement for Sale and /or Development agreement with any intending Purchasers and /or Developer, it will solely be the responsibility and obligation for the land Owners herein to execute proper Revocation Agreement with the said parties at their own costs and expenses.

13.15 That in respect of the said proposed building ,which will be constructed by the Developer herein, the roof right of such building shall belong jointly to the Developer and the Land Owners.

13.16 The Developer after completion of the said proposed building will deliver a notice to the Land Owners herein for taking possession of their allocated area of the constructed building within 30 days from the date of delivery of the said notice by special messenger. Upon receipt of the said notice ,the Land Owners herein shall take peaceful vacant and khas possession of the area allocated for the land owners by acknowledging the receipt of the said possession and such process cannot be delayed under any situation ,in default the Developer shall be free to hand over the possession of the apartment ,shops, car parking space, office space, office space and such other units fall within the area allocated for the Developer to the intending purchaser and to execute the proper deed or deeds of conveyance to that effect in respect of its allocated area together with the undivided proportionate share of the land which is specifically mentioned in the Third Schedule (Part -i)

ARTICLE -XIV( DEVELOPER'S OBLIGATION)

14.1 The Developer does hereby agree and covenants with the Land owners not to transfer and / or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Land Owners.

14.2 The Developer do hereby agrees and covenants with the Land owners not to violate or contravenes any of the provisions or rules applicable for construction of the building.

14.3 The Developer do hereby agrees and covenants with the Land Owners not do any act, deed of things whereby the Land Owners are prevented from enjoying, selling, assigning and / or disposing of any of the Land Owner's allocated area in the building.

14.4 The Developer herein will be liable to obtain completion certificate from the competent authority of Kolkata Municipal Corporation at his own cost.

14.5 The Developer shall initially bear the entire cost and responsibility of surrender of the existing tenancy and relocation and rehabilitation of the existing tenant subject to reimbursement from the Land Owners. Provided that the Developer shall not finalize the terms of surrender of the existing tenancy and relocation of the tenant without consent in writing of the Land Owners. After the surrender of the existing tenancy, the Land Owner will be entitled to hold vacant possession of the premises till the building plan is sanctioned by KMC and the supplementary agreement demarcating the respective allocations of the Land Owners and Developer is signed between the parties.

14.6 The Developer shall complete the building within 24(twenty four) months from the date of obtaining sanction building plan from the concerned authority leaving apart the force majeure clause, or act of God, tempest, riot or any unforeseen

situation arises. In case the Developer fails to complete the construction of the said building within the said 24 months in that event the Land Owners herein may allow the Developer further time to complete the said proposed building or may terminate the agreement and in that event the Developer shall be entitled to claim refund of all sums spent by the Developer, on behalf of the Owners, for the surrender of the existing tenancy and relocation the existing tenant, together with the stipulated interest and the Developer will be liable to pay such damages to the Land Owners as may be awarded by the sole arbitrator, mutually appointed by the parties or appointed by the High Court under Section 11 of Arbitration and Conciliation Act,1996.

#### ARTICLE XV(LAND OWNER'S INDEMNITY)

15.1 The Land Owners hereby undertake that the Developer shall be entitled to the said Developer's Allocation and shall enjoy his allocated space without any interference or disturbances on the part of the Land Owners provided the Developer performs and fulfils all the terms and conditions stated herein before.

#### ARTICLE XVI (DEVELOPER'S INDEMNITY)

The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or omissions or obligation of the Developer in relation to the instant development agreement.

The construction of the building and delivery of possession of the Developer's allocation to the intending purchasers shall be the sole responsibility of the Developer and the Land Owners shall not be responsible to any third party or intending purchaser for the same. The same shall be the position in respect of disputes relating to defects in the construction of the building.

ARTICLE -XVII (MISCELLANEOUS)

17.1 The Land Owners and the Developer have entered into the instant agreement as Joint Venture Agreement and under any circumstances this shall not be treated as partnership and /or association of persons in between the Land Owners and the Developer.

17.2 Immediately after surrender of the tenancy by the existing tenant and relocation of the said tenant, the Developer shall be entitled to start construction of the said building on the said premises in accordance with the sanctioned building plan to be sanctioned by the competent authority of Kolkata Municipal Corporation .

17.3 Any notice required to be given by the Developer to the Land Owners shall be deemed to have been served on the Land Owners if delivered by hand and duly acknowledged by them. If the Managing Shebait or the Manager of the Land Owners refuse to receive such notice by hand, then the notice may be sent by post to the Managing shebait, properly addressed and stamped with acknowledgement due and fifteen days has elapsed since sending of the notice without the same being returned undelivered. Likewise, notice required to be given by the Land Owners to the Developer shall be deemed to have been served upon the Developer if delivered by hand and duly acknowledged by them or sent by post with acknowledgement due and fifteen days have elapsed without the notice being returned undelivered.

17.4 The name of the building will be as per the complete discretion of the Developer.

17.5 From the date of delivery of possession thereof, the Developer and /or its transferees and the Land Owners and /or their transferees shall each be liable to pay and bear proportionate charges on account of property tax levied by KMC and other taxes payable in respect of their respective spaces and pay their proportionate maintenance charges in respect of their occupied spaces.



17.7 The building proposed to be constructed by the Developer shall be made in accordance with the specifications more fully and particularly mentioned and described in Fourth Schedule hereunder written.

**ARTICLE -XVIII( FORCE MAJEURE)**

18.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent the performance of the said obligation is prevented by the existence of the "Force Majeure" and shall be suspended from the obligation during the duration of the "Force Majeure".

Force Majeure : Any failure or omission by either party to perform its obligation shall not be deemed to be a breach of the Agreement ,if the same is caused by reasons or circumstances constituting Force Majeure which shall include fire, war riots, civil commotion, strikes, Lockouts, disaster or any other cause beyond the control of the party affected.

**ARTICLE -XIX (PENAL CLAUSE)**

19.1 It is made clear that in the event the Developer is prevented, without any reasonable cause, from proceeding with the construction work, by any act of the Land Owners and /or by their men and agents, or any person claiming any right under the Land Owners, in that case the Developer shall have the right to rescind and /or cancel the agreement and also to claim refund of all sums spent by the Developer, on behalf of the Owners, for the surrender of the existing tenancy and relocation the existing tenant, together with the stipulated interest. Similarly, if the Developer fails to complete the project within the time stipulated in this agreement, the Land owners may grant extension of further time to complete the project or may terminate the agreement *leaving apart the force majeure clause, or act of God, tempest, riot or any unforeseen situation arises*. In case of such termination , the Owner shall be liable to refund all sums spent by the Developer, on behalf of the Owners, for the surrender of the existing tenancy and relocation the existing tenant/s, together with the stipulated interest and the Developer will be liable to pay to the Land Owners

such damages as may be awarded by the arbitrator appointed by the parties by mutual consent or by the Hon'ble High Court under S.11 of the Arbitration and Conciliation Act, 1996 .

19.3 All disputes and differences between the parties with regard to the meaning construction or import or execution or performance of this agreement or their respective rights and liabilities as per this agreement shall be adjudicated by reference to the arbitration of a sole arbitrator and the award of the Arbitrator shall be final and binding upon the parties. The place of Arbitration shall be within the limit of Kolkata. The Arbitration shall be governed by the provisions of Arbitration and Conciliation Act, 1996 ( as amended upto date).

**ARTICLE XX (JURISDICTION)**

The appropriate court of law including the Hon'ble High Court at Calcutta shall have the jurisdiction to entertain and determine all actions suits and proceedings arising out of these presents between the parties hereto.

**ARTICLE-XXI ( INSURANCE)**

The Developer will be required to obtain Contractors All Risk Insurance ( CAR)before commencement of construction work of the new building.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the premises)

**ALL THAT** land measuring an area of 03 (Three) Cottahs 06 (Six) Chittaks be the same a little more or less together with an old dilapidated 02 (Two) Storied Residential Building Structure standing thereon having a total area of 2000 Sq. Ft. be the same a little more or less [i.e. each floor having an area of:- 1000 Sq. Ft. be the same a little more or less], which is lying and situated at and being Municipal Premises No. 88, Tarak Pramanik Road, Post Office- Girish Park, Police Station- Girish Park, within the local ambit of Kolkata Municipal Corporation and within the

Jurisdiction of Additional Registrar of Assurances Kolkata, Kolkata- 700006, in the State of West Bengal.

ON THE NORTH : By  
 ON THE SOUTH : By  
 ON THE EAST : By  
 ON THE WEST : By

**THE SECOND SCHEDULE ABOVE REFERRED TO  
 PART - I**

**Land Owner's Allocation**

- a) 50% of the proposed constructed area of the building or Four thousand square feet, whichever is higher, together with undivided proportionate share of land, common passages and open spaces, lift, landing, and stairs and roof in the proposed multi-storied building in full and final satisfaction of the parties herein.
- b) Particulars of the allocated portion of the owners shall be specified by executing a supplementary agreement after obtaining sanctioned plan from the concerned authority. The division of the proposed constructed area of the building into Owner's Allocation and Developer's Allocation will be done in such a manner that the market value of the two Allocations shall be equal, as far as practicable.

**PART -II**

**(DEVELOPER'S ALLOCATION)**

Remaining portion of the proposed constructed area of the building, which is capable of independent use, to be demarcated by a supplementary agreement to be executed after sanction of the building plan, together with undivided proportionate share of land, common passages and open spaces, lift, landing and stairs and roof in the proposed multi-storied building in full and final satisfaction of the parties herein.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

(Specification)

**SPECIFICATION OF THE FLAT**

1. **STRUCTURE** : R.C.C. Framed structure with R.C.C. columns and beams for G+4 building by Kolkata Municipal Corporation after soil test.

**WALLS** : 200mm thickness external walls and 75/125 mm thickness internal walls with both side cement plastering.

**DOORS**: Good quality Sal wooden frame and factory made commercial flush doors shutters with aluminium and C.P. fittings .Factory finishes PVC Made doors will be provided for the toilet.

**WINDOWS** : Anodized aluminium channel glass windows with grill.

**FLOOR** : Complete Vitrified tiles with 4" high skirting.

**TOILETS** : Vitrified tiles floor with 6'feet high glazed tiles dado floor level and concealed water lines with G.I pipes and C.P. fittings and fixtures and commode with cistern, 3 numbers taps, 1 No. shower and 1 basin and one geyser power point with two numbers angular stopcocks concealed pipes.

**KITCHEN** : Vitrified tiles floor finished and kitchen platform top will be black stone slab with steel and tiles dado kitchen platform up two feet height.

**TELEPHONE** : Wiring of one point in each flat .

**CABLE T.V** : One point in each flat.

**INTERIOR PAINTING** : All internal walls and ceiling of flat will be finished with a coat of plaster of Paris

EXTERNAL PAINTING : Water proofing cement based paint.

WATER LINE : All water line will be surfaced , standard quality of G.I. Pipes and sizes will be provided.

WATER ARRANGEMENT : Water supply through deep tube wells will be available for which necessary underground and overhead reservoir, motor and pump and pipe line of adequate measure will be made .

ELECTRIC WIRING & POINTS : All concealed

- a) Bed rooms : 3 points for light, 1 point for fan and 2 nos 5 amps plug point
- b) Drawing -cum- Dinning : 3 points for light , 2 points for fan ,1 no. 15amps and 2 nos. 5 amps plug point .
- c) Kitchen : 1light point , 1point for exhaust fan and 2 nos. 15 amps plug point
- d) Toilet : 1 light point, 1 point for exhaust fan and 1 no. 15 amps plug point .
- e) Verandah : 1 light point
- f) Passage : 1 light point / bell point.

IN WITNESS WHEREOF :the parties hereunto set and subscribed her respective hands and seals the day month and year first as above.

For SRI KRIPAMOYEE KALIKA  
THAKURANI

*[Signature]*  
Trustee Trustee

SIGNED SEALED AND DELIVERED

By the above name Land Owners

At Kolkata in presence of :

1. *Sukanta Sana,*  
*Alipra Police Post,*  
*Kol-27,*
2. *Surajit Mukherjee*  
*124, Manicktala Street,*  
*Kolkata-700006*

For SRI SRI DURGESWAR  
SHIVALINGA

*[Signature]*  
Trustee Trustee  
For SRI SRI KSHETRESWAR  
SHIVALINGA

Trustee Trustee  
SIGNATURE OF THE LAND OWNERS

(SATINATH BAVERTSE)

SIGNED SEALED AND DELIVERED

By the above named Developer

At Kolkata in presence of:

1. *Sukanta Sana,*
2. *Surajit Mukherjee,*

*[Signature]*  
SIGNATURE OF THE DEVELOPER

Drafted by me

*Abhijit Sarkar*  
(Abhijit Sarkar)  
Advocate

7, Old Post Office Street  
Ground Floor, Room No.8  
Kolkata-700 001  
Enrolment No.- WB/1918/1995



PAGE NO.

SPECIMEN FORM FOR TEN FINGERPRINTS



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND	<b>MASKED</b>				
RIGHT HAND					

Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND	<b>MASKED</b>				
RIGHT HAND					

Signature \_\_\_\_\_



	LITTLE FINGER	RING FINGER	MIDDLE FINGER	FORE FINGER	THUMB
LEFT HAND					
	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
RIGHT HAND					

Signature \_\_\_\_\_



आयकर विभाग  
 INCOMETAX DEPARTMENT

भारत सरकार  
 GOVT. OF INDIA

SRI SRI DURGESWAR  
 SHIVALINGA

27/09/1909  
 Permanent Account Number

**MASKED**

Signature

For SRI SRI DURGESWAR SHIVALINGA

*[Signature]*

Trustee Trustee

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**MASKED**

नाम / NAME  
 SRI SRI KSHETRESWAR SHIVALINGA

दिनांक/बनने की तिथि / DATE OF INCORPORATION/FORMATION  
 29-09-1909

*[Signature]*  
 आयकर विभाग, व.स. ३१  
 COMMISSIONER OF INCOME TAX, W.S. - 31

For SRI SRI KSHETRESWAR SHIVALINGA

*[Signature]*

Trustee Trustee

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**MASKED**

नाम / NAME  
 SRI KRIPAMOYEE KALIKA THAKURANI

दिनांक/बनने की तिथि / DATE OF INCORPORATION/FORMATION  
 29-09-1909

*[Signature]*  
 आयकर विभाग, व.स. ३१  
 COMMISSIONER OF INCOME TAX, W.S. - 31

For SRI KRIPAMOYEE KALIKA THAKURANI

*[Signature]*

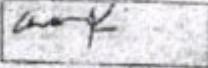
Trustee Trustee

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
 MASKED


 नाम / NAME  
 SATI NATH BANERJEE

पिता का नाम / FATHER'S NAME  
 SAMRENDRA NATH BANERJEE

जन्म तिथि / DATE OF BIRTH  
 07-12-1941

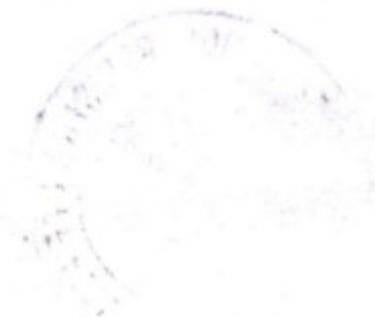
प्रेषण / SIGNATURE  


श्री सती नथ (अनु. सं. १), को.स.  
 COMMISSIONER OF INCOME-TAX (C.O.), KOLKATA

इस कार्ड के लो / दिवा खाने पर कृपया जारी करने वाले प्रधिकारी को सूचित / वापस कर दें।  
 संयुक्त आयकर प्रणाली एवं तकनीकी,  
 पी. १,  
 चौरिंगी स्क्वैर,  
 कोलकाता - ७०० ०६९।

In case this card is lost/ found, kindly inform/ return to the issuing authority :  
 Joint Commissioner of Income-tax (Systems & Technicals),  
 P-1,  
 Chouringhee Square,  
 Calcutta-700 069.

*Handwritten signature*




**ভারত সরকার**  
**Government of India**


**সবিনাথ বন্দ্যোপাধ্যায়**  
**Sabinath Banerjee**  
 পিতা : সামান্দ্রা নাথ বন্দ্যোপাধ্যায়  
**Father : Samendra Nath Banerjee**  
 জন্মদিন / DOB : 07/12/1941  
 লিঙ্গ / Male



**MASKED**

**আধার - সাধারণ মানুষের অধিকার**


**ভারত সরকার**  
**Unique Identification Authority of India**

**ঠিকানা:**  
 ২৪/১, গার্চা ১ম লেন,  
 বালীগঞ্জ, কোলকাতা, পশ্চিমবঙ্গ,  
 পশ্চিমবঙ্গ, ৭০০০১৯

**Address:**  
 24/1, GARCHA 1ST LANE,  
 Ballygunge, Kolkata, Ballygunge,  
 West Bengal, 700019

**MASKED**

 1847  
 1023 330 1947

 help@uaid.gov.in

 www.uai.gov.in

*Handwritten signature*



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

RAJESH AGARWAL  
GANGA PRASAD AGARWAL

25/08/1970  
Permanent Account Number

**MASKED**

*[Signature]*  
Signature



*[Handwritten signature]*





ভারত সরকার

Unique Identification Authority of India

Government of India

ভালিকাভুক্তির আইডি / Enrollment No.: 1215/80033/02474

To

রাজেশ আগরওয়াল

Rajesh Agarwal

35 KESTO DAS PAL LANE

Beadon Street

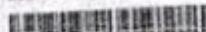
Beadon Street

Kolkata Kolkata

West Bengal 700006

9051292800

14/04/2015  
240628764



MP408287549FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

**MASKED**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



রাজেশ আগরওয়াল

Rajesh Agarwal

পিতা : গঙ্গা প্রসাদ আগরওয়াল

Father : Ganga Prasad Agarwal

জন্ম তারিখ / DOB : 25/08/1970

মুদ্রা / Stamp

**MASKED**

আধার - সাধারণ মানুষের অধিকার





भारत सरकार  
Government of India

सूचना  
SUKRITA KATA  
एन. नरसिम्हा रेडि  
एडिटर, आनंदकुमार सेवा



सूचना संख्या: 1904/2022  
दिनांक: 20/01/2022



**MASKED**

आधार - साधारण मान्यता अधिकार



एन. नरसिम्हा रेडि

Unique Identification Authority of India

ई-गवर्न, नरसिम्हा रेडि  
एन. नरसिम्हा रेडि, एन. नरसिम्हा रेडि  
एन. नरसिम्हा रेडि

Address: SUKRAKATA,  
Dhuleta, South Circle, Duvva,  
34 Pargana, West Bengal,  
742012

*Sukanta Kumar  
Sukanta Kumar*

1904/2022-47...

DATED THE 28<sup>th</sup> DAY OF  
DECEMBER 2021

JOINT DEVELOPMENT AGREEMENT  
CUM DEVELOPMENT POWER OF  
ATTORNEY

BETWEEN

SRI SRI KRIPAMOYEE DURGESWAR &  
KSHETRESWAR TRUST ESTATE.

AND

MR. RAJESH AGARWAL

*ABHIJIT SARKAR*  
ADVOCATE,  
ROOM NO. 8 (Ground Floor)  
7, OLD POST OFFICE STREET,  
KOLKATA-700 001

Unlisted

ATA 4 of 2021

IN THE HIGH COURT AT CALCUTTA  
Ordinary Original Civil Jurisdiction  
ORIGINAL SIDE

SATINATH BANERJEE  
VS  
SUBHRA BANERJEE

BEFORE:

The Hon'ble JUSTICE MOUSHUMI BHATTACHARYA

Date : 8<sup>th</sup> October, 2021.

Appearance:  
Mr. Rupak Ghosh, Adv.  
Mr. Abhijit Sarkar, Adv.

Mr. Vivek Basu, Adv.  
Mr. Abhijit Kundu, Adv.

The Court: This matter is treated as on the day's list. The application is under Section 34 of the Indian Trusts Act, 1882.

Learned counsel appearing on behalf of the petitioner before this Court submits that all the 12 twelve trustees including the petitioner seek to enter into agreements for development of three properties of the Trust which are annexed in the list of properties forming Annexure-E to the application. Counsel refers to a Board meeting of all the twelve trustees held on 13<sup>th</sup> August, 2021 for taking a decision to develop by a joint venture the three properties of the Trust as the said properties are in a dilapidated condition and are in danger of collapsing any moment. The said meeting has been signed by all the twelve trustees including the petitioner.

It is also submitted that these properties do not yield any income and hence are required to be developed for generating revenue for the Trust.

The respondent is present.

In view of the limited order sought for at this stage and in view that the respondent is not opposing to such prayer, there shall be an order in terms of prayer (a) of the Notice of Motion permitting the petitioner to negotiate, finalise and enter into agreements for development with perspective real estate developers for development of

the Trust properties mentioned in paragraph 18 of the petition. The other prayers shall be entertained at a later stage.

List this matter in the fifth week of November, 2021.

(MOUSHUMI BHATTACHARYA, J.)

s.pal



*In case this card is lost/found, kindly inform / return to:*  
Income Tax PAN Services Unit, UTTISI,  
Plot No. A, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

इस कार्ड के खो/पिछ जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।  
संयुक्त आयकर आयुक्त (प्रणाली एवं तकनीकी),  
पी-7,  
चौरांगी स्क्वायर,  
कलकत्ता - 700 069.

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इस कार्ड के खो / पिछ जाने पर कृपया जारी करने वाले अधिकारी को सूचित / वापस कर दें।  
संयुक्त आयकर आयुक्त (प्रणाली एवं तकनीकी),  
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संयुक्त आयकर आयुक्त (प्रणाली एवं तकनीकी),  
पी-7,  
चौरांगी स्क्वायर,  
कलकत्ता - 700 069.

## Major Information of the Deed

Deed No :	I-1904-00245/2022	Date of Registration	11/01/2022
Query No / Year	1904-2002695952/2021	Office where deed is registered	
Query Date	22/12/2021 10:04:17 AM	1904-2002695952/2021	
Applicant Name, Address & Other Details	Sukanta Sana Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001, Mobile No. : 6289053002, Status :Deed Writer		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
	Rs. 1,63,85,625/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,120/- (Article:48(g))	Rs. 25/- (Article:E, E, M(b))		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Kolkata, P.S:- Girish Park, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Tarak Pramanik Road, , Premises No: 88, , Ward No: 025 Pin Code : 700025

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	3 Katha 6 Chatak		1,50,35,625/-	Property is on Road
<b>Grand Total :</b>				<b>5.5688Dec</b>	<b>0 /-</b>	<b>150,35,625 /-</b>	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	2000 Sq Ft.	0/-	13,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Floor No: 1, Area of floor : 1000 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
<b>Total :</b>		<b>2000 sq ft</b>	<b>0 /-</b>	<b>13,50,000 /-</b>	

### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>SRI KRIPAMOYEE KALIKA THAKURANI</b> At 85 Cossipore Road,, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002 , PAN No.:: AAxxxxxx8B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

2- **KSHETRESWAR TRUST ESTATE**  
 At 85 Cossipore Road,, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India,  
 PIN:- 700002 , PAN No.:: AAxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by:  
 Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri RAJESH AGARWAL (Presentant )</b> Son of Late Ganga Prasad Agarwal 24/8, Garcha First Lane,, City:- , P.O:- Garcha, P.S:-Bullyingunge, District:- South 24-Parganas, West Bengal, India, PIN:- 700019 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: ACxxxxx7M, Aadhaar No: 53xxxxxxx3489, Status :Individual, Executed by: Self, Date of Execution: 28/12/2021 , Admitted by: Self, Date of Admission: 03/01/2022 ,Place : Pvt. Residence

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Shri SATI NATH BANERJEE</b> Son of Samarendra Nath Banerjee 24/8, Garcha First Lane,, City:- , P.O:- Garcha, P.S:-Bullyingunge, District:-South 24-Parganas, West Bengal, India, PIN:- 700019, Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, , PAN No.:: AGxxxxx1Q, Aadhaar No: 53xxxxxxx3489 Status : Representative, Representative of : SRI KRIPAMOYEE KALIKA THAKURANI (as Managing Trustee), KSHETRESWAR TRUST ESTATE (as Managing Trustee)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Sukanta Sana</b> Son of Late Arun Kumar Sana Sukanta Pally, Bhanta, City:- , P.O:- South Garia, P.S:-Baruipur, District:-South 24-Parganas, West Bengal, India, PIN:- 743613			
Identifier Of Shri SATI NATH BANERJEE, Shri RAJESH AGARWAL			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	SRI KRIPAMOYEE KALIKA THAKURANI	Shri RAJESH AGARWAL-2.78437 Dec
2	KSHETRESWAR TRUST ESTATE	Shri RAJESH AGARWAL-2.78437 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	SRI KRIPAMOYEE KALIKA THAKURANI	Shri RAJESH AGARWAL-1000.00000000 Sq Ft
2	KSHETRESWAR TRUST ESTATE	Shri RAJESH AGARWAL-1000.00000000 Sq Ft

On 28-12-2021

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,63,85,625/-

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

On 03-01-2022

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

Presented for registration at 17:30 hrs on 03-01-2022, at the Private residence by Shri RAJESH AGARWAL, Claimant.

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

Execution is admitted on 03/01/2022 by Shri RAJESH AGARWAL, Son of Late Ganga Prasad Agarwal, 24/8, Garcha First Lane,, P.O: Garcha, Thana: Bullygunge, , South 24-Parganas, WEST BENGAL, India, PIN - 700019, by caste Hindu, by Profession Retired Person.

Indetified by Mr Sukanta Sana, , Son of Late Arun Kumar Sana, Sukanta Pally, Bhanta, P.O: South Garia, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Professionals

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

Execution is admitted on 03-01-2022 by Shri SATI NATH BANERJEE, Managing Trustee, SRI KRIPAMOYEE KALIKA THAKURANI, At 85 Cossipore Road,, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002; Managing Trustee, KSHETRESWAR TRUST ESTATE, At 85 Cossipore Road,, City:- , P.O:- Cossipore, P.S:-Cossipur, District:-North 24-Parganas, West Bengal, India, PIN:- 700002

Indetified by Mr Sukanta Sana, , Son of Late Arun Kumar Sana, Sukanta Pally, Bhanta, P.O: South Garia, Thana: Baruipur, , South 24-Parganas, WEST BENGAL, India, PIN - 743613, by caste Hindu, by profession Professionals

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

On 04-01-2022

Payment of Fees

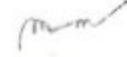
Certified that required Registration Fees payable for this document is Rs 25/- ( E = Rs 21/- ,M(b) = Rs 4/- ) and Registration Fees paid by by online = Rs 25/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 31/12/2021 2:30PM with Govt. Ref. No: 192021220151463641 on 31-12-2021, Amount Rs: 25/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 321503679 on 31-12-2021, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by online = Rs 40,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/12/2021 2:30PM with Govt. Ref. No: 192021220151463641 on 31-12-2021, Amount Rs: 40,020/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 321503679 on 31-12-2021, 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**

**On 11-01-2022**

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

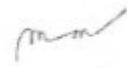
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100/-

**Description of Stamp**

1. Stamp Type: Impressed, Serial no 26225, Amount: Rs.100/-, Date of Purchase: 14/09/2021, Vendor name: A Banerjee



**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 1904-2022, Page from 127308 to 127363

being No 190400245 for the year 2022.



Digitally signed by MOHUL  
MUKHOPADHYAY  
Date: 2022.01.20 22:09:42 +05:30  
Reason: Digital Signing of Deed.

*mm*

(Mohul Mukhopadhyay) 2022/01/20 10:09:42 PM  
ADDITIONAL REGISTRAR OF ASSURANCE  
OFFICE OF THE A.R.A. - IV KOLKATA  
West Bengal.

Certified to be a true Copy



CHECKED BY

*[Handwritten signature]*

31/5/24 (This document is digitally signed.)

Addl. Registrar of Assurances  
Kolkata

31/5/24