

3235/2024

3259/2024

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE
HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA
INDIA NON JUDICIAL

AR 074333

पश्चिमबंगाल पश्चिम बंगाल WEST BENGAL

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

Additional Registrar of
Assurances-IV, Kolkata

Additional Registrar of
Assurances-IV, Kolkata

- 8 MAR 2024

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made on this 7th day of March

Two Thousand Twenty Four

BETWEEN

- (1) TAPENDRA NATH BANERJEE (PAN - ADFPB4057N, Aadhaar No. 664892646603 and Mobile No. 9903025637), son of Late Rajendra Nath Banerjee, residing at No. 145/A/2, South Sinthi Road, Kolkata - 700050, Post Office and Police Station - Sinthi, (2) ARINDAM BANERJEE (PAN - AFSPB4259D, Aadhaar No. 960887273908 and Mobile No. 9231963076) son of Sri Dipendra Nath Banerjee, residing at No. 145A, South Sinthi Road, Kolkata - 700050, Post office

143499

No. _____ Sold to SANDERSONS & MORGANS
Address _____ ADVOCATES & SOLICITORS
5, Netaji Subhas Road
Rs. _____ KOLKATA - 700 001
Date 29 JAN 2024

SIPRA DEY
Licence No. 18A
Code 2040
5, Netaji Subhas Road, Kolkata - 700 001

in presence of witnesses and the owner
and the signatories and witnesses
presented and the same were duly
examined and found correct

in presence of witnesses
and the signatories

8 MAR 2024



to manage the business of
the office of the Registrar of Assurances

ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
28 MAR 2024

Identified by me.
Priyanka Mukherjee
Advocate
High Court, Calcutta

and Police Station – Sinthi and (3) TIRTHANKAR BANERJEE (PAN – BIJPB4015N, Aadhaar No. 418496640314 and Mobile No.9903976509) son of Sri Tapendra Nath Banerjee, residing at No. 145A/2, South Sinthi Road, Kolkata- 700050, Post Office and Police Station – Sinthi, hereinafter collectively referred to as “the Owners” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators and legal representatives) of the ONE PART

AND

SATYA KRISHNA ENTERPRISE, a partnership firm having PAN: ADNFS1451R having its office at 145A/2, South Sinthee Road, Post Office Sinthee, Police Station Sinthee, Kolkata – 700050 represented by its partners (1) TAPENDRA NATH BANERJEE (PAN – ADFPB4057N, Aadhaar No. 964892646603 and Mobile No.9903025637) son of Late Rajendra Nath Banerjee, residing at No. 145/A/2, South Sinthi Road, Kolkata- 700050, Post Office and Police Station – Sinthi, (2) TIRTHANKAR BANERJEE (PAN – BIJPB4015N, Aadhaar No. 418496640314 and Mobile No.9903976509) son of Sri Tapendra Nath Banerjee, residing at No. 145A/2, South Sinthi Road, Kolkata- 700050, Post Office and Police Station – Sinthi and (3) ARINDAM BANERJEE (PAN – AFSPB4259D, Aadhaar No. 960887273908 and Mobile No. 9231963076) son of Sri Dipendra Nath Banerjee, residing at No. 145A, South Sinthi Road, Kolkata – 700050, Post office and Police Station – Sinthi, 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

1. One Gopeswar Dutt during his lifetime made and published his last Will and Testament dated 24th June, 1909 in Bengali language and he bequeathed all his properties movable and immovable to his wife namely, Smt. Jarat Kumari Dassi.
2. The said Gopeswar Dutt died on 27th June, 1909 leaving behind his wife namely, Smt. Jarat Kumari Dassi as his sole legal heir and representative

and thereafter the said Jarat Kumari Dassi filed an application before the Hon'ble High Court at Calcutta for grant of Probate in respect of the Will of Gopeswar Dutt and subsequently by an Order dated 18th July, 1911 the Hon'ble Court granted the Probate in favour of said Smt. Jarat Kumari Dassi.

3. The said Smt. Jarat Kumari Dassi, a Hindu lady with a pious desire and intention by a registered Deed of Trust dated December 03, 1924 created a trust and appointed five Trustees named therein and transferred and vested a portion of Premises No. 57, Barrackpore Trunk Road, Kolkata - 700002 (subsequently numbered as 57B & C, B. T. Road, Kolkata) and premises No. 7, Little Russel Street, Kolkata with the provisions that 1/3rd of the rents, issues and profits of the said premises No. 7, Russel Street, Kolkata earmarked for the purpose of establishing a school and for affording facilities for imparting free education to the poor students in the neighbourhood of South Sinthi, Cossipore and Baranagar area and named the school as "Gopeswar Dutt School" after the name of her deceased husband, Gopeswar Dutt and Trustees so appointed consented thereto and laid down the terms and conditions to be followed by the Trustees for the proper management and running of the school.
4. The said Deed of Trust was registered in the office of the Registrar of Assurances Calcutta and recorded in Book I, Volume No. 139, Pages from 280 to 286, Being No. 5325 for the year 1924.
5. The said "Gopeswar Dutt School" was started at the said premises No. 57B & C, Barrackpore Trunk Road, Kolkata. The Headmaster, Teachers and other staffs were duly appointed by the Trustees. Students were admitted to the school in different classes according to merits, gradually number of students increased and at all material times there had been substantial number of students.
6. In accordance with the wish of the settlor the said school was affiliated to the then University of Calcutta upon matriculation and now upto madhyamik level.

7. Thereafter three of the Trustees of the said Trust died and out of two continuing Trustees, one Trustee tendered resignation and the other Trustee was unwilling to act. Thereupon Smt. Jarat Kumari Dassi, the Settlor filed a suit in the Hon'ble High Court at Calcutta being Suit No. 1788 of 1935 (Jarat Coomaree Dassi Vs. Sushil Chandra Chatterjee & Others) against the surviving Trustees under Section 92 of the Civil Procedure Code, 1908, inter alia, for appointment of new Trustees, alteration of the name of the school from "Gopeswar Dutt School" to "Gopeswar Dutt Free School", to make addition further properties being moveable and immovable to the trust, such as landed property of Premises No. 57, Barrackpore Trunk Road, Kolkata - 700002 framing of scheme for management and for other reliefs as mentioned in the plaint filed in the suit.
8. The said suit was decreed by the Hon'ble High Court at Calcutta by a judgment and order dated January 31, 1936 and a scheme of management of the said school was framed and official trustee was appointed as the sole trustee of the said Trust.
9. Pursuant to the judgment and order dated January 31, 1936 an Indenture dated December 11, 1936 was made by Smt. Jarat Kumari Dassi, the settlor of the one part and the Official Trustee of Bengal of the other part wherein the settlor donated remaining portion of 57, B.T. Road Four Bighas of land included in the earlier Deed of Trust dated December 03, 1924 and also donated some Government Promissory Notes as stated therein.
10. The said Jarat Kumari Dassi executed another registered Deed of Trust dated 14th July 1945 wherein she installed a deity by the name of Sree Sree Radha Raman Jew in her dwelling house being Premises No. 57A, Barrackpore Trunk Road and the Trust properties mentioned therein.
11. The said Deed of Trust was registered in the office of the Sub-Registrar, Cossipore, Dum Dum and the same has been recorded in Book No. I, Volume No. 31, Pages 32 to 41 being No. 1649 for the year 1945.
12. In the year 1974 some of the heirs of the Settlor instituted a suit in Hon'ble High Court at Calcutta against the Trustees being Suit No. 309 of 1974

(Prayag Chand Roy & Others -Vs.- Birendra Narayan Roy & Others) claiming inter alia, for their appointment as Trustees of the said Trust in terms of the Will of the Settlor. In the said Suit No. 309 of 1974, Sri Pashupati Roy, made an application for appointment of a Receiver over the properties belonging to the said Trust. Meanwhile in or about 1974, some of the Teachers of the said school made an application before the Hon'ble High Court at Calcutta being Matter No. 177 of 1974 (Gopeswar Dutt Free School & Another -Vs.- Official Trustee of West Bengal & Others), inter alia, claiming arrears of salaries. After hearing the said application the Hon'ble Court by a judgment and order was pleased to appoint a committee and gave directions for payment of teacher's salary. Mr. Gour Roy Choudhury, a member of the Bar was appointed as the Chairman of the New Committee. Sri Pashupati Roy and Kashi Nath Roy, since deceased were appointed as its members.

13. The aforesaid School namely Gopeswar Dutt Free School is running at premises No.57B, B. T. Road and the adjacent School ground area more or less 3 Bighas of land along with structure situated at Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata - 700002.
14. Due to non-availability of funds the Managing Committee was unable to pay the salaries of the teaching and non-teaching staffs for quite some time. In such circumstances the Managing Committee filed an application being G.A. No. 647 of 2011 in ACR No. 2 of 2010 praying for orders, inter alia, for sale of a portion of vacant land situated at 57C, Barrackpore Trunk Road, Kolkata and discharge of the Official Trustee and the Chairman of the Managing Committee. After hearing the Hon'ble Court by an order dated November 02, 2011 was pleased to discharge the Official Trustee of West Bengal from acting as such Trustee of the said Trust and directed him to hand over the assets to Sri Pashupati Roy, a trustee and a member of the Managing Committee appointed by the Hon'ble Court. Gour Roy Chowdhury, the Chairman of the Managing Committee was also discharged by the same order of the Hon'ble Court.

15. Sri Pashupati Roy, the Continuing Trustee No. 1 is desirous of appointing new Trustees for the Constitution of a Board of Trustees of the said school as per the provisions laid down in the Deed of Trust dated December 03, 1924 as amended by the Deed of Trust dated December 11, 1936, for the purpose of administration and management of the said school.
16. Due to paucity of funds, the Board of Trustees of the said trust had decided to sell two bighas of land situated on eastern side Premises No. 57C, Barrackpore Trunk Road, Kolkata and accordingly, the four Trustees Sri Pashupati Roy, Sri Chira Ranjan Addy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt jointly filed an application under Section 7 of the Charitable and Religious Trust Act, 1920 praying, inter alia, to sell two bighas of land situated on the East portion of Premises No. 57C, Barrackpore Trunk Road, Kolkata along with other reliefs before the Hon'ble High Court at Calcutta which is registered being ACR No. 2 of 2014.
17. During pendency of the application the said Chira Ranjan Addy, one of the Trustees, died and Sri Suvodip Sen is inducted by virtue of a registered Deed of Appointment of New Trustee dated April 09, 2021 by the continuing three trustees viz. Sri Pashupati Roy, Sri Raj Sekhar Roy and Sri Abhik Kumar Dutt.
18. As per direction of the Hon'ble High Court, Calcutta, the Learned Advocate/ receiver made an advertisement published in the daily newspapers namely, Bartaman and The Statesman dated July 21, 2022 inviting offer for sale of two bighas of land following prescribed guideline and procedure. After such advertisement the present purchasers along with another group of purchasers became willing to purchase the entire two bighas of land situated on the eastern side of Premises No. 57C, B. T. Road, Kolkata.
19. By a Deed of Conveyance dated 21st June 2023 made between Gopeswar Dutt Free School, a registered Charitable Trust represented by its Trustees Sri Pashupati Roy, Sri Suvodip Sen, Sri Abhik Kumar Dutt and Sri Raj Sekhar Roy, the Vendors therein and Sri Tapendranath Banerjee, Sri Arindam Banerjee and Sri Tirthankar Banerjee, the Purchasers therein and the Owners herein, and registered in the office of Additional Registrar

of Assurances-II, Kolkata in Book -I, Volume No. 1902-2023, Pages 270507 to 270551 being No. 190208478 for the year 2023, the Purchasers therein purchased ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. together with homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata - 700002 within the Kolkata Municipal Corporation, District 24 Parganas (North), and more fully and particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Property") at or for the consideration therein mentioned.

20. After purchase of the said Property, the Owners mutated their names as owners of the said Property in the record of Kolkata Municipal Corporation and the said Property being the eastern portion of Premises No. 57C, Barrackpore Trunk Road is now separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, Kolkata having Assessee No. 110020106645.

21. The Owners are desirous to develop the said Property being ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. together with homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, Police Station Sinthi, Kolkata - 700002 subsequently separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, within the Kolkata Municipal Corporation, District 24 Parganas (North) and as such the Owners negotiated with the Developer for development of the said Property and pursuant to several discussions and negotiation, the Developer has formulated a Scheme of Development which has been accepted by the Owners. The Scheme of Development is as follows:-

- i) The Developer shall construct a ground plus 10 (ten) storied building on the said Property at its own cost and expenses.
- ii) The Developer shall be entitled to 40% of the constructed area of the new building/s to be constructed on the said Property together with proportionate share or interest in the land comprised in the said

Property (the Developer's Allocation) and the Owners shall be entitled to 60% of the constructed area of the new building/s to be constructed on the said Property together with proportionate share or interest in the land comprised in the said Property (the Owners' Allocation).

- iii) The Developer shall bear and pay all costs of development including all costs, fees and expenses for obtaining permission from the Court of Competent Jurisdiction, obtaining sanction of plan from Kolkata Municipal Corporation, electricity connection from CESC, 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 other expenses, fees and duties as may be required for development of the said Property.
- iv) The Developer shall pay to the Owners a sum of Rs. 7,00,000/- (Rupees Seven Lakhs only) by way of interest free refundable Security Deposit in the following manner in the following manner, which shall be refunded by the Owners to the Developer without any interest simultaneously with the handing over possession of the Owners' Allocation to the Owners :-
 - (i) Rs. 1,00,000/- (Rupees One Lakh only) at the time of signing this agreement;
 - (ii) Rs. 2,00,000/- (Rupees Two Lakhs only) at the time of sanction of Building Plan by Kolkata Municipal Corporation;
 - (iii) Rs. 2,00,000/- (Rupees Two Lakhs only) within six months of the previous payment;
 - (iv) Rs. 2,00,000/- (Rupees Two Lakhs only) at the time of the 4th floor roof casting.

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) **OWNERS' ALLOCATION** shall mean and include 60% of the constructed areas in form of flats and 60% car parking spaces including mechanical car parking spaces **TOGETHER WITH** undivided proportionate share or interest in the land comprised in the said Property and Common Areas, Common Amenities and Facilities and Common Portions appertaining to the flats allotted to the Owners being 60% of total constructed areas.
- d) **DEVELOPER'S ALLOCATION** shall mean and include the remaining flats and car parking spaces including mechanical car parking spaces **TOGETHER WITH** undivided proportionate share or interest in the said Property and Common Areas, Common Amenities and Facilities and Common Portions being 40% of total constructed areas.
- e) **COMMON AREAS** shall mean the area comprising the common portions, common amenities, common facilities provided in the building within the said Property and roof and other open spaces 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 building/s in the said Property;
- g) **COMMON EXPENSES** shall mean and include all expenses to be incurred for the management and maintenance of the Building/s to be constructed in the said Property;
- 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 building/s and car parking spaces to be constructed in said Property.
- 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 at the said Property by any Statutory / Competent / Appropriate Authority under the State or the Central Government, beyond the reasonable control of and in spite of the best of efforts made by the Owners 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 the said Property as per sanctioned Plans.
- m) **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 Owners' Allocation is handed over to the Owners;

- n) **PLANS** shall mean the plans sanctioned / to be sanctioned in the name of the Owners by the Kolkata Municipal Corporation and/or other sanctioning authorities for development of the said Property and include all modifications and/or alterations thereto.
- o) **SINGULAR** shall include the plural and vice-versa;
- p) **SAID PROPERTY** shall mean ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. together with homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, subsequently separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, Police Station Sinthi, Kolkata – 700002 within the Kolkata Municipal Corporation, District 24 Parganas (North) 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.
- q) **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 the said Property and the Developer for the Units held by them from time to time;
- r) **UNITS** shall mean any flat, car parking space, shop room or other covered areas in the New Building in the said Property which is capable of being exclusively owned used and/or enjoyed by the Owners and the Developer/ prospective purchasers and which is not the common portion.

2. REPRESENTATIONS:

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

- (a) That the Owners are the absolute owners of the said Property and the said Property is in possession of the Owners and the Owners have a marketable title thereto;
- (b) That the said Property is free from all encumbrances, mortgages, charges, leases, liens, lispendens, attachments, acquisition, requisition, vesting, claims, demands and liabilities of whatsoever or howsoever nature;
- (c) That no person other than the Owners have any claim, right, title, interest or share in the said Property or any part thereof;
- (d) That there is no impediment, obstruction, restriction or prohibition upon the Owners to enter upon and/or fulfil 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 Owners have not at any time obtained any building plan sanctioned by the appropriate authority in respect of the said Property;

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

- (a) That the Developer has considerable experience in real estate development and has carried out several projects in the city of Kolkata and has sufficient financial capacity to carry out the Project contemplated herein.
- (b) The Developer shall construct residential building/s at the said Property in accordance with sanctioned building plan of Kolkata Municipal Corporation.

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 negotiation the parties hereto have mutually agreed to enter into this Agreement.

3.2 The Owners hereby permit and grant to the Developer the sole exclusive right and authority to develop the said Property by constructing New Building/s in the manner mentioned herein.

3.3 In consideration of the Owners' granting right and authority to develop the said Property as aforesaid, the Developer has agreed to

(i) develop and construct the Building on the said Property at its own costs and expenses;

(ii) allocate and hand over to the Owners 60% of the sanctioned floor area in the proposed building / buildings to be constructed on the said Property together with the undivided proportionate impartible share and interest in the Common Areas, Common Amenities and Facilities and Common Portions, 60% 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 "Owners' Allocation"

(iii) The Developer shall provide the Owners' Allocation to the Owners in the following manner:-

- a. To Mr. Tapendra Nath Banerjee solely – a flat measuring 1500 sq.ft. on the south eastern side of the 10th floor and open terrace measuring 1000 sq.ft. on the eastern side of the 10th floor and 4 (four) covered car parking space;
- b. To Mr. Arindam Banerjee solely – entire 1st floor measuring 4000 sq.ft.;
- c. To Mr. Tirthankar Banerjee solely – a flat measuring 1500 sq.ft.

on the northern side of the ground floor;

- d. The remaining areas of the Owners' Allocation shall be provided to all the Owners jointly.

(iv) pay interest free refundable security deposit of Rs. 7,00,000/- (Rupees Seven Lakhs only) in the manner hereinafter provided and fulfil and comply with all its other responsibilities and obligations herein contained without any reservation

- 3.4 In consideration of the above, the Developer will be entitled to 40% 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 the said Property and Common Areas, Common Amenities and Facilities and Common Portions, 40% car parking spaces and proportionate share or interest in the roof of the Building (hereinafter for the sake of brevity referred to as the "Developer's Allocation").

4. Simultaneously with the execution and registration of this Development Agreement, the Owners 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 development of the said Property, in accordance with the permissions/sanctions 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 Owners.

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. to sign any application, affidavit, Declaration and represent the Owners before the Kolkata Municipal Corporation or any other authority or authorities,
- c. appointing architects, consultants and contractors without having any financial or other obligation upon the Owners,
- d. preparing plan and signing it for sanction by the appropriate Authorities,
- e. applying for and obtaining sanction of the building plan from Kolkata Municipal Corporation,
- f. 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
- g. constructing the proposed New Building on the said Property,
- h. applying for and obtaining temporary and permanent connection of water, electricity power, gas, telephone, drainage, sewerage, etc., to the Building and other inputs and facilities required for the construction of the Building;
- i. appointing Advocates, signing Vakalatnama and all other petitions, declarations etc.
- j. delivering possession of the Developer's Allocation to the prospective buyers or any other person only after delivery of possession of Owners' Allocation to the Owners, 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 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 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 Owners and confer any financial or personal obligations upon the Owners 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 Owners a sum of Rs. 1,00,000/- (Rupees One Lakh only) by way of Interest Free Refundable Security Deposit and shall pay balance sum of Rs. 6,00,000/- (Rupees Six Lakhs only) in the following manner:-

- (i) Rs. 2,00,000/- (Rupees Two Lakhs only) at the time of sanction of Building Plan by Kolkata Municipal Corporation;
- (ii) Rs. 2,00,000/- (Rupees Two Lakhs only) within six months of the previous payment;

- (iii) Rs. 2,00,000/- (Rupees Two Lakhs only) at the time of the 4th floor roof casting.

- 5.2 The total interest free refundable security deposit of Rs. 7,00,000/- (Rupees Seven Lakhs only) will be refunded by the Owners simultaneously with the delivery of vacant and peaceful possession of the Owners' Allocation duly constructed and completed in all respect as per design, drawing and specifications herein mentioned and handing over Completion Certificate.
- 5.3 It is recorded that simultaneously with the execution hereof, the Owners have granted exclusive license strictly in terms of this Agreement 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 Owners 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 Owners shall be entitled to take such action as will be permissible to the Owners under the law Provided However before taking any such action, the Owners will give further notice to the Developer to rectify the breach and if the breach still continues the Owners will be entitled to take appropriate action against the Developer.
- 5.6 In the event the Owners fail to refund the interest free refundable Security Deposit of Rs. 7,00,000/- (Rupees Seven Lakhs only) to the Developer on the date of handing over of the Owners' Allocation to the Owner by the Developer, the Developer shall have the right to adjust the security deposit amount with the area out of the Owners' Allocation.

6.A. OBLIGATIONS OF THE DEVELOPER

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

- (i) The Developer shall, at its own cost and expenses, develop the said Property in accordance with the proposal of the Developer in terms of the Development Scheme as provided by the Developer.
- (ii) The Developer shall pay all arrears of taxes in respect of the said Property and mutate the name of the Owners in respect of the said Property with the Kolkata Municipal Corporation;
- (iii) The Developer shall be entitled to 40% of the constructed area of the New Building to be constructed on the said Property together with proportionate share or interest in the land comprised in the said Property being the Developer's Allocation and provide to the Owners 60% of the constructed area of the New Building of the said Property being the Owners' Allocation;
- (iv) If the Owners' Allocation is found less than 60% of the total constructed area, in such event, the Developer shall provide the deficit area of the Owners' Allocation by monetary term as may be mutually agreed upon;
- (v) 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, 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.
- (vi) The Developer shall complete development of the said Property within a period of three (3) years from the date of sanction of plan or

handing over of possession of the said Property, whichever is later.

- (vii) The Developer shall construct building strictly in compliance with the terms and conditions herein contained and sanctioned plan of Kolkata Municipal Corporation.

6.B OBLIGATIONS OF THE OWNERS:

- 6B.1 **Title:** In case any encumbrance or curable defect/deficiency in title is found to be affecting the said Property or any part thereof, the Owners 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 Owners shall render all necessary assistance and co-operation.
- 6B.3 Upon plan being sanctioned by the Kolkata Municipal Corporation, the Owners shall hand over vacant possession of the said Property to the Developer.
- 6B.4 The Owners 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 Owners.

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 shall submit plan within 3 (three) months from the date hereof and obtain sanction of plans for construction of Building at the said Property from Kolkata Municipal Corporation and other concerned authorities in the name of and in consultation with the Owners. The Owners 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 sanction, the Developer shall deliver a copy of such proposed plan to the Owners and in case the Owners have any suggestion thereon, the Owners 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 Owners 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 Owners immediately upon sanction thereof. The Owners 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 Second 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.
- (b) At all times during the construction of the Complex, the Owners 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, caretakers, etc., shall be the persons under appointment from and/or employees of the Developer and the Owners 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 Owners 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:**

- (a) Subject to force majeure events as stated hereinabove, the Developer shall endeavour to obtain the sanction of the Plans for construction of the 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 Building on the said Property within 1 (One) month from the date of sanction of Plans of the Building and complete construction of the Building within 24 (Twenty Four) months from the date of sanction of plan. However, if the construction of the Building could not be completed within the above-mentioned time frame, the completion time may be extended for such period as may be mutually decided by the Owners and the Developer considering the exigencies but however during such period, the Developer shall be liable to pay compensation to the Owners @ 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 Owners 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 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 Owners subject to the terms hereinbefore mentioned;
- (b) Any claim relating to the title of the Owners to the said Property or any part or share thereof shall be the separate liability of the Owners;
- (c) Any other claim against the Owners in respect of the said Property.

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 Owners.

8. OWNERSHIP OF THE OWNERS :

- 8.1 The Owners' Allocation as and when constructed shall become the absolute property of the Owners who shall be entitled to use the 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 Owners' Allocation in accordance with the laws and, if required by the Owners, the Developer shall join in the Deed of Conveyance as Confirming Party.
- 8.2 The Owners shall be entitled to transfer, convey or dispose of the Owners' Allocation in the building or buildings at the said Property to the prospective buyer/ buyers and intimate such sale to the Developer immediately thereafter. Upon such nomination of the buyer/s by the Owners, the Developer shall deliver possession of the area to such buyer/s. This clause will apply only if the Owners 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 Owners' Allocation to the Owners.
- 8.4 In consideration of the Developer constructing building or buildings at the Said Property and allocating the Owners' Allocation therein, the Owners 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 Owners 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 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 Building 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 Building from the Developer.

9. **VARIATION IN RATIO :**

If upon demarcation it is found that there be any variation in the ratio of the Owners' Allocation and the Developer's Allocation, it is hereby agreed by 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 Owners shall incur any liability in respect thereof. The Developer shall indemnify and keep indemnified to the Owners against all losses, claims or liabilities, if any, arising out of such deviation, unauthorized constructions, accident or mishap.

11. **ADDITIONAL CONSTRUCTION :**

The Owners 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 Owners 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 Owners that they shall keep aside requisite amount in a separate account as per provisions of Real 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 Owners shall be entitled to take such action and remedy as will be available to the Owners under the Law for the time being in force.

Similarly, if the Owners 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.

15. INDEMNITY:

15.1 The Developer unequivocally undertakes to keep the Owners 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 Building and the Owners 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 Owners in terms of Clause 4(B) above, the Developer shall ensure that no civil, criminal or financial obligations are imposed or subjected upon the Owners and the right title and interest of the Owners 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 Owners and/or go against the spirit of this Joint Development Agreement whereby the Owners suffer any loss or damage, and the Developer shall indemnify and keep the Owners 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 Owners, if the Owners 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 etc. payable by them in respect of their areas proposed to be sold by the Developer / Owners out of their respective allocation with the prior written consent of the Developer / Owners.

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.

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 Owners 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 construction of 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 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 said Property)

ALL THAT piece and parcel of one storied tin shed structure measuring about 1250 sq.ft. TOGETHER WITH homestead land measuring about 20 cottahs situated on the eastern side of Premises No. 57C, Barrackpore Trunk Road, subsequently separately assessed and numbered as Premises No. 57C/3, Barrackpore Trunk Road, Police Station Sinthi, Kolkata – 700002 within Ward No. 002 of the Kolkata Municipal Corporation having Assessee No. 110020106645, in the District of 24 Parganas (North) as shown in Red border in the map or plan annexed hereto and butted and bounded as follows:-

On the North	:	30 feet wide K.M.C. Road
On the South	:	Premises No. 57/4, B.T. Road, Kolkata
On the East	:	by 12ft. wide Ganapati Sur Sarani
On the West	:	Land of Gopeswar Dutt Free School of 57/C, B.T. Road, Kolkata

THE SECOND 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"
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

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

SIGNED and DELIVERED by the abovenamed Tapendra Nath Banerjee, Arindam Banerjee and Tirthankar Banerjee in the presence of:

Tapendra Nath Banerjee
Arindam Banerjee
Tirthankar Banerjee

1. *Basmudev Chowdhury*
15E Samar Samui
Kolkata-50

2. *Priyanka Mullick*
Advocate
High Court, Calcutta

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

1. *Basmudev Chowdhury*

SATYA KRISHNA ENTERPRISE
Tapendra Nath Banerjee
Partner

SATYA KRISHNA ENTERPRISE
Arindam Banerjee
Partner

SATYA KRISHNA ENTERPRISE
Tirthankar Banerjee
Partner

2. *Priyanka Mullick*
Advocate
High Court, Calcutta

Drafted by me.

Priyanka Mullick
Advocate

High Court, Calcutta

WB/178/2009



Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



070320242041506332

GRIPS Payment Detail

GRIPS Payment ID:	070320242041506332	Payment Init. Date:	07/03/2024 17:00:19
Total Amount:	76008	No of GRN:	1
Bank/Gateway:	SBI EPay	Payment Mode:	SBI Epay
BRN:	2801837046513	BRN Date:	07/03/2024 17:02:19
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	192023240415063338	Directorate of Registration & Stamp Revenue	76008
Total			76008

IN WORDS: SEVENTY SIX THOUSAND 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



192023240415063338

GRN Details

GRN:	192023240415063338	Payment Mode:	SBI Epay
GRN Date:	07/03/2024 17:00:19	Bank/Gateway:	SBIcPay Payment Gateway
BRN :	2801837046513	BRN Date:	07/03/2024 17:02:19
Gateway Ref ID:	202406705575230	Method:	State Bank of India New PG CC
GRIPS Payment ID:	070320242041506332	Payment Init. Date:	07/03/2024 17:00:19
Payment Status:	Successful	Payment Ref. No:	2000621712/1/2024 [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):	07/03/2024
Period To (dd/mm/yyyy):	07/03/2024
Payment Ref ID:	2000621712/1/2024
Dept Ref ID/DRN:	2000621712/1/2024

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2000621712/1/2024	Property Registration- Stamp duty	0030-02-103-003-02	75001
2	2000621712/1/2024	Property Registration- Registration Fees	0030-03-104-001-16	1007
			Total	76008

IN WORDS: SEVENTY SIX THOUSAND EIGHT ONLY.

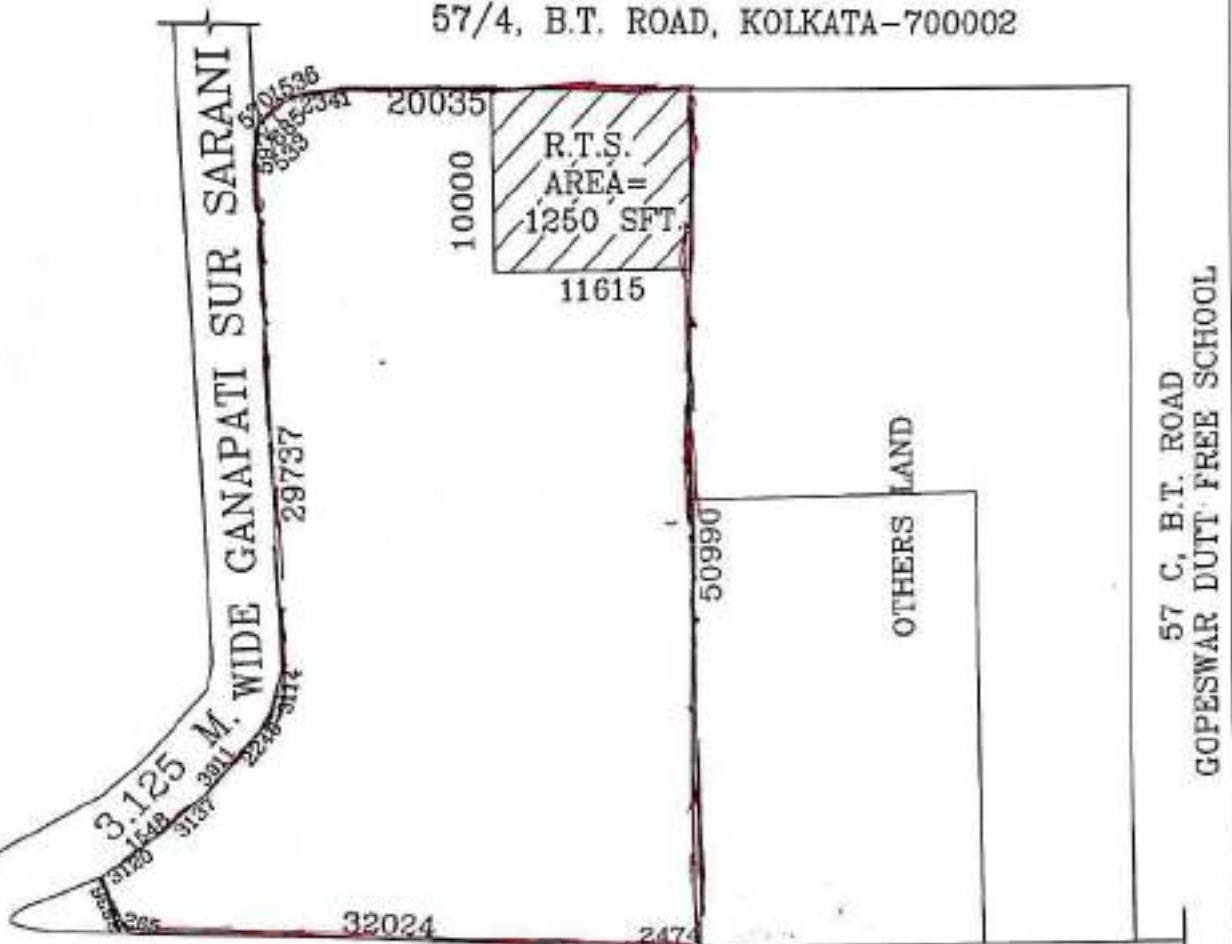
PAID

PLAN AT PREMISES NO.-57C/3, B.T. ROAD, KOLKATA-700002, P.S.- SINTHEE,
WARD NO-002, BOROUGH NO- I, UNDER KOLKATA MUNICIPAL CORPORATION.
AREA OF LAND= 20 K.-00 CH.- 00 SQ.FT./1337.83 SQ.M.



N

D.K.B. GREEN APARTMENT
57/4, B.T. ROAD, KOLKATA-700002



9.146 M. (30'-0") WIDE K.M.C. ROAD

SITE PLAN
SCALE: 1/400

SATYA KRISHNA ENTERPRISE

Tatung Banerjee

SATYA KRISHNA ENTERPRISE

Anandan Banerjee

SATYA KRISHNA ENTERPRISE

Jin Han Kan Banerjee

Partner

Bablu Biswas

BABLU BISWAS
B.TECH(CIVIL), M.TECH(GEO), MIE, MGS
CHARTERED ENGINEER (M-1788908)
ENLISTED LBS OF
KOLKATA MUNICIPAL CORPORATION
LICENCE NO-1150, CLASS I

SIGN. OF OWNER

SIGN. OF DEVELOPER

SIGN. OF L.B.S

SPECIMEN FORM FOR TEN FINGER PRINT



Takendy Bannin

SMALL

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MIDDLE

FORE

THUMB

LEFT HAND PRINT

THUMB

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RIGHT HAND PRINT



Archer Bagale

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Shankar Bannin

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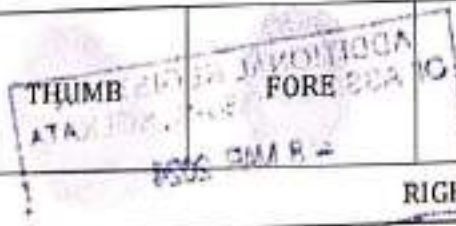
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Major Information of the Deed

Deed No :	I-1904-03259/2024	Date of Registration	08/03/2024
Query No / Year	1904-2000621712/2024	Office where deed is registered	
Query Date	05/03/2024 3:54:46 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 : 1,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 7,21,33,882/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,101/- (Article:48(g))	Rs. 1,091/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :



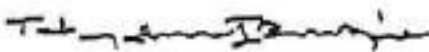


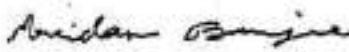


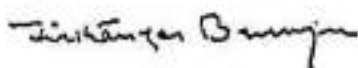
District: North 24-Parganas, P.S:- Sinthi, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: B.T. Road, Road Zone : (No. 1 to 9, 11,12, 47, 48, 51, 278 – 283) , , Premises No: 57C/3, , Ward No: 002 Pin Code : 700002

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	20 Katha	1/-	7,18,47,007/-	Property is on Road Adjacent to Metal Road,
Grand Total :				33Dec	1 /-	718,47,007 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1250 Sq Ft.	1/-	2,86,875/-	Structure Type: Structure
Gr. Floor, Area of floor : 1250 Sq Ft.,Residential Use, Cemented Floor, Age of Structure: 30 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
Total :		1250 sq ft	1 /-	2,86,875 /-	












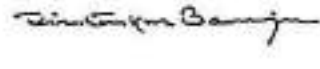


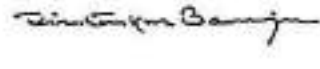


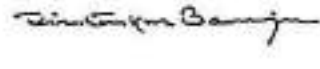


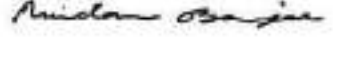


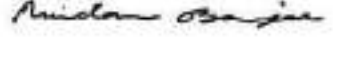


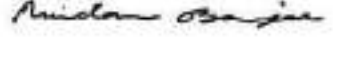
and Lord Details :

Name,Address,Photo,Finger print and Signature				
Name	Photo	Finger Print	Signature	
Mr TAPENDRA NATH BANERJEE (Presentant) Son of Late Rajendra Nath Banerjee Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 08/03/2024 ,Place : Office		 Captured		
	08/03/2024	LT 08/03/2024	08/03/2024	
145/A/2, SOUTH SINTHI ROAD, 145/A/2, City:- Not Specified, P.O:- SINTHI, 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 :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 08/03/2024 ,Place : Office				
2	Mr ARINDAM BANERJEE Son of Mr Dipendra Nath Banerjee Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 08/03/2024 ,Place : Office		 Captured	
	08/03/2024	LT 08/03/2024	08/03/2024	
145A, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx9D, Aadhaar No: 96xxxxxxxx3908, Status :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 08/03/2024 ,Place : Office				
3	Mr TIRTHANKAR BANERJEE Son of Mr TAPENDRA NATH BANERJEE Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 08/03/2024 ,Place : Office		 Captured	
	08/03/2024	LT 08/03/2024	08/03/2024	
145A/2, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, 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 :Individual, Executed by: Self, Date of Execution: 07/03/2024 , Admitted by: Self, Date of Admission: 08/03/2024 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SATYA KRISHNA ENTERPRISE 145A/2, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050 , PAN No.:: ADxxxxxx1R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature															
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr TAPENDRA NATH BANERJEE Son of Late Rajendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Mar 8 2024 4:04PM</td><td>LTI 08/03/2024</td><td colspan="2">08/03/2024</td></tr></table>	Name	Photo	Finger Print	Signature	Mr TAPENDRA NATH BANERJEE Son of Late Rajendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office		 Captured		Mar 8 2024 4:04PM	LTI 08/03/2024	08/03/2024		<p>145/a/2, South Sinthi Road, City:- Not Specified, P.O:- Sinthi, 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)</p>		
Name	Photo	Finger Print	Signature													
Mr TAPENDRA NATH BANERJEE Son of Late Rajendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office		 Captured														
Mar 8 2024 4:04PM	LTI 08/03/2024	08/03/2024														
2	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr TIRTHANKAR BANERJEE Son of Mr Tapendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Mar 8 2024 4:05PM</td><td>LTI 08/03/2024</td><td colspan="2">08/03/2024</td></tr></table>	Name	Photo	Finger Print	Signature	Mr TIRTHANKAR BANERJEE Son of Mr Tapendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office		 Captured		Mar 8 2024 4:05PM	LTI 08/03/2024	08/03/2024		<p>145A/2, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Bxxxxxx5N, Aadhaar No: 41xxxxxxxx0314 Status : Representative, Representative of : SATYA KRISHNA ENTERPRISE (as PARTNER)</p>		
Name	Photo	Finger Print	Signature													
Mr TIRTHANKAR BANERJEE Son of Mr Tapendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office		 Captured														
Mar 8 2024 4:05PM	LTI 08/03/2024	08/03/2024														
3	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr ARINDAM BANERJEE Son of Mr Diptendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office</td><td></td><td> Captured</td><td></td></tr><tr><td>Mar 8 2024 4:05PM</td><td>LTI 08/03/2024</td><td colspan="2">08/03/2024</td></tr></table>	Name	Photo	Finger Print	Signature	Mr ARINDAM BANERJEE Son of Mr Diptendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office		 Captured		Mar 8 2024 4:05PM	LTI 08/03/2024	08/03/2024				
Name	Photo	Finger Print	Signature													
Mr ARINDAM BANERJEE Son of Mr Diptendra Nath Banerjee Date of Execution - 07/03/2024, , Admitted by: Self, Date of Admission: 08/03/2024, Place of Admission of Execution: Office		 Captured														
Mar 8 2024 4:05PM	LTI 08/03/2024	08/03/2024														

145A, South Sinthi Road, City:- Not Specified, P.O:- Sinthi, P.S:-Sinthi, District:-North 24-Parganas, West Bengal, India, PIN:- 700050, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: afxxxxxx9d, Aadhaar No: 96xxxxxxxx3908 Status : Representative, Representative of : SATYA KRISHNA ENTERPRISE (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Miss 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	
	08/03/2024	08/03/2024	08/03/2024
Identifier Of Mr TAPENDRA NATH BANERJEE, Mr ARINDAM BANERJEE, Mr TIRTHANKAR BANERJEE, Mr TAPENDRA NATH BANERJEE, Mr TIRTHANKAR BANERJEE, Mr ARINDAM BANERJEE			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr TAPENDRA NATH BANERJEE	SATYA KRISHNA ENTERPRISE-11 Dec
2	Mr ARINDAM BANERJEE	SATYA KRISHNA ENTERPRISE-11 Dec
3	Mr TIRTHANKAR BANERJEE	SATYA KRISHNA ENTERPRISE-11 Dec

Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Mr TAPENDRA NATH BANERJEE	SATYA KRISHNA ENTERPRISE-416.66666700 Sq Ft
2	Mr ARINDAM BANERJEE	SATYA KRISHNA ENTERPRISE-416.66666700 Sq Ft
3	Mr TIRTHANKAR BANERJEE	SATYA KRISHNA ENTERPRISE-416.66666700 Sq Ft

Endorsement For Deed Number : I - 190403259 / 2024

On 08-03-2024

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

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

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

Presented for registration at 15:12 hrs on 08-03-2024, at the Office of the A.R.A. - IV KOLKATA by Mr TAPENDRA NATH BANERJEE , one of the Executants.

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 7,21,33,882/-

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

Execution is admitted on 08/03/2024 by 1. Mr TAPENDRA NATH BANERJEE, Son of Late Rajendra Nath Banerjee, 145/A/2, SOUTH SINTHI ROAD, 145/A/2, P.O: SINTHI, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business, 2. Mr ARINDAM BANERJEE, Son of Mr Dipendra Nath Banerjee, 145A, SOUTH SINTHI ROAD, P.O: SINTHI, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business, 3. Mr TIRTHANKAR BANERJEE, Son of Mr TAPENDRA NATH BANERJEE, 145A/2, SOUTH SINTHI ROAD, P.O: SINTHI, Thana: Sinthi, , North 24-Parganas, WEST BENGAL, India, PIN - 700050, by caste Hindu, by Profession Business

Indetified by Miss 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

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

Execution is admitted on 08-03-2024 by Mr TAPENDRA NATH BANERJEE, PARTNER, SATYA KRISHNA ENTERPRISE (Partnership Firm), 145A/2, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, P.S:-Sinthi, District-North 24-Parganas, West Bengal, India, PIN:- 700050

Indetified by Miss 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 08-03-2024 by Mr TIRTHANKAR BANERJEE, PARTNER, SATYA KRISHNA ENTERPRISE (Partnership Firm), 145A/2, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, P.S:-Sinthi, District-North 24-Parganas, West Bengal, India, PIN:- 700050

Indetified by Miss 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 08-03-2024 by Mr ARINDAM BANERJEE, PARTNER, SATYA KRISHNA ENTERPRISE (Partnership Firm), 145A/2, SOUTH SINTHI ROAD, City:- Not Specified, P.O:- SINTHI, P.S:-Sinthi, District-North 24-Parganas, West Bengal, India, PIN:- 700050

Indetified by Miss 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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,091.00/- (B = Rs 1,000.00/- ,E = Rs 7.00/- ,I = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84.00/-, by online = Rs 1,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2024 5:02PM with Govt. Ref. No: 192023240415063338 on 07-03-2024, Amount Rs: 1,007/-, Bank: SBI EPay (SBIEPay), Ref. No. 2801837046513 on 07-03-2024, Head of Account 0030-03-104-001-16

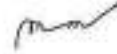
Payment of Stamp Duty

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 143499, Amount: Rs.100.00/-, Date of Purchase: 29/01/2024, Vendor name: S Dey

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/03/2024 5:02PM with Govt. Ref. No: 192023240415063338 on 07-03-2024, Amount Rs: 75,001/-, Bank: SBI EPay (SBIEPay), Ref. No. 2801837046513 on 07-03-2024, 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 1904-2024, Page from 196586 to 196632
being No 190403259 for the year 2024.



mm

Digitally signed by MOHUL MUKHOPADHYAY
Date: 2024.03.18 17:55:35 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 18/03/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.