

9393/2023

9459/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AN 289215

5-453/2023
23/6/23

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১১/৬/২৩

A.R.A
IV

Certified that the Document is admitted of Registration. The Signature Sheet and the endorsement shall also be affixed to this document in the next five days.

Additional Registrar of Assurances-IV, Kolkata

Additional Registrar of Assurances-IV, Kolkata

11/06/23
10/6/23

১১/৬/২৩
১০/৬/২৩

5 JUL 2023

Val. Case No. 2470 - 26/6/23

JIT-1	250
JIT-2	100
Total	350

ARA-IV
Kolkata

AGREEMENT

THIS AGREEMENT is made on this 26th day of June, 2023 BETWEEN THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED, a Co-operative Society registered under the Bengal Co-operative Societies Act, 1940 vide registration No.4/1945, having its registered office at 1, Gariahat Road, Jodhpur Park, Police Station Lake, Kolkata-700068, represented by Mr. Milan Kumar Batabyal, Chairman, Mr. Prabal Dutta, Vice-Chairman and Mr. Shyamalendu Bikash Ghosh, Secretary duly authorized by unanimous resolution adopted in Board Meeting dated ___ September, 2018, hereinafter referred to the "SOCIETY/LANDLORD" (which terms or

১১/৬/২৩ Milan Kumar Batabyal Shyamalendu Bikash Ghosh

Signature

7226
NAME _____
CITY _____
DATE _____

16 MAY 2023



Pray Sin



4940

Pray Sin



4941

Shyamalendu Patil Jish.



4942

Pankaj Chatterjee



4943

- Milan Kumar Batabyal



4944

- Swapan Das

Mousumi Ghosh
MOUSUMI GHOSH
LICENSED STAMP VENDOR
KOLKATA REGISTRATION OFFICE



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
28 JUN 2023



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 19042001640001/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shyamalendu Bikash Ghosh 128 Jodhpur Park, City- Not Specified, P.O:- Jodhpur Park, P.S.-Lake, District-South 24- Parganas, West Bengal, India, Pin- 700068	Representative of Land Lord [THE BENGAL SECRETARIA CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED]		 H941	 26.06.2023
2	Prabir Dutta 367 Jodhpur Park, City- Not Specified, P.O:- Jodhpur Park, P.S.-Lake, District-South 24- Parganas, West Bengal, India, PIN- 700068	Representative of Land Lord [THE BENGAL SECRETARIA CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED]		 H942	 26/06/2023

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Milan Kumar Batabyal 356 Jodhpur Park, City-> Not Specified, P.O-> Jodhpur Park, P.S.-Lake, District-South 24- Parganas, West Bengal, India, PIN- 700065	Represent ative of Land Lord [THE BENGAL SECRETAR IAT CO- OPERATI VE LAND MORTGA GE BANK AND HOUSING SOCIETY LIMITED]		1943 	Milan Kumar Batabyal 26/06/23
4	Ajoy Sen 798 Rashbehari Avenue Kalighat, City:- Not Specified, P.O:- Kalighat, P.S:-Kalighat, District:- South 24-Parganas, West Bengal, India. PIN:- 700026	Represent ative of Developer [HI RISE APARTM ENT MAKERS PRIVATE LIMITED]		1940 	Ajoy Sen 26/06/2023
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Swapn Kar Son of R N Kar Ka Roy Road, City:- Not Specified, P.O:- Biral, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700051	Shyamalendu Bikash Ghosh, Prabal Dutta, Milan Kumar Batabyal, Ajoy Sen		1944 	Swapn Kar 26/6/23

(Mahul Mukhopadhyay)
ADDITIONAL REGISTRAR
OF ASSURANCE

OFFICE OF THE A.R.A. -
IV KOLKATA
Kolkata, West Bengal



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



192023240111348641

GRN Details

GRN:	192023240111348641	Payment Mode:	Online Payment
GRN Date:	26/06/2023 14:25:30	Bank/Gateway:	State Bank of India
BRN :	CKX2807597	BRN Date:	26/06/2023 14:28:15
GRIPS Payment ID:	260620232011134863	Payment Init. Date:	26/06/2023 14:25:30
Payment Status:	Successful	Payment Ref. No:	2001648001/1/2023 (Query No*Query Year)

Depositor Details

Depositor's Name:	SAHA AND RAY
Address:	5A AND B, 5TH FLOOR, HASTINGS CHAMBERS 7C KIRAN SHANKAR ROY ROAD, West Bengal, 700001
Mobile:	8482063816
EMAIL:	suvjit.sarkar@saharay.com
Depositor Status:	Solicitor firm
Query No:	2001648001
Applicant's Name:	Mr Saha And Ray
Identification No:	2001648001/1/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	26/06/2023
Period To (dd/mm/yyyy):	26/06/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001648001/1/2023	Property Registration-Stamp duty	0530-02-103-003-02	74921
2	2001648001/1/2023	Property Registration- Registration Fees	0530-03-104-001-16	10021
Total				84942

IN WORDS: EIGHTY FOUR THOUSAND NINE HUNDRED FORTY TWO ONLY.



THE KOLKATA MUNICIPAL CORPORATION
MUNICIPAL ASSESSMENT BOOK (Portal Copy)
LANDS AND BUILDINGS
ASSESSMENT DEPARTMENT

Block No.	Ward No.	Street No.	Frontage No.	Local Name	Heritage	Plot	Assessed No.	Roll No.
18	85	04	1	SARSAKI ROAD	00	00	200000014	000

No. of Stories	Nature of Use	Floor Sq. Mtr.	Construction Sq. Mtr.	Floor Sq. Mtr. (SQM)	Land Area	Area	Area	%	Residential	Non-Res	Classified Ownership	Upstairs GR Quarter	Grounds GR Quarter	Upstairs GR Quarter
	DR											42015		

Name and address of owner and/or proprietor to pay consolidated taxes.	Name and date of the RAANSE making condition.
Owner: THE DEBRAJ DECKAWAT CO-OPERATIVE LAND MORTGAGE BANK, RESERVE SOCIETY LTD., Address: 1, SARSAKI ROAD, KATA, KOLKATA.	

Annual Valuation (A)	Area, sq. ft.	% of Consolidated Rate (B)	Date of Alteration of Annual Valuation Column (C)	Date of Effect of Alteration (D)	Quarterly payable Consolidated Rate (E)	Amount of Rebate if any up to 1% (G) (25% of Consolidated Rate)	Rebate after Allowance (Col. E less Col. G) (H)			
2044		43	24082002	2011-11-01 00:00:00.0	2040	8	2048			
Quarterly House Charge Tax as entered on the AV (I)	Proportional AV when applicable (J)	Proportional Rate (K)	% of Surcharge (L)	Amount of Surcharge (M)	Basic Amount Payable per Order Column 8 or 10, 11 and 10, 11 approached off to the nearest rupee (N)	Amount of Revised Rebate 25% with Order Inscribed off to the nearest rupee (O)	Net Amount Payable per Assessment Certificate (P)	Label of Authorizing Officer's Signature (Q)	Order of Issuing of Fresh or Supplementary Bill as per Annexure 4 (R)	Remarks (S)
17.78		38	0	0	2040	188.2	2727			AV

Annual Valuation and Tax Ceiling in Unit Area Assessment System are subject to Verification and final determination by KMC, as applicable.

expressions shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successors-in-office and assigns) **OF THE ONE PART AND HI-RISE APARTMENT MAKERS PRIVATE LIMITED**, a company duly incorporated under the Companies Act, 1956 bearing Registration No. 21-66420 of 1994, having its registered office at 79B, Rash Behari Avenue, Police Station Tollygunge, Kolkata-700026, hereinafter referred to the **"BUILD OPERATE AND TRANSFER PARTNER"** or **"BOT PARTNER"** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successor, successors-in-office and assigns) **OF THE OTHER PART:**

WHEREAS the Society/Landlord is a co-operative society registered under the Bengal Co-operative Societies Act, 1940, bearing Registration No. 4 of 1945, formed for the purpose of distribution of land amongst the members of the Society/Landlord as well as for grant of loan for the construction of buildings by the members of the Society/Landlord. The Society/Landlord is now governed by the West Bengal Co-operative Societies Act, 1983, hereinafter referred to as the **"ACT"** and the West Bengal Co-operative Societies Rules, 1987, hereinafter referred to as the **"RULES"**.

AND WHEREAS to fulfil the objects of the Society/Landlord for allotment of plots to its members for residential purpose and/or to provide common facilities like market, community center, parks, children play ground, school, post office, hospitals etc., the Society/Landlord decided to purchase a suitable big plot of land in a good locality. The Society got a reference that a suitable big plot of land almost measuring 80.93 Acre situated at *Mouzas Dhakuria, Gobindapur and Selimpur* within the vicinity of Jodhpur Park was available. On the basis of the said information and/or before purchase of the land, the Society/Landlord made an investigation regarding the history of the property and it revealed that:

1. One William Graham by several Bengali deeds of sale both in his name as well as in the *benami* of his clerk Ram Sashi Chowdhury purchased various plots of land held in *Madhya Satyadhikari Chirasthai Moharari Mourashi* rights and several plots of rent-free lands in *Mouzas Dhakuria, Gobindapur and Selimpur*, Police Station Tollygunge, District 24 Parganas.



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2. The said William Graham by virtue of purchase as aforesaid had his name recorded in the records of the superior landlords and was seized and possessed of the same as the sole and absolute owner thereof till his death on 17th January, 1931.
3. Prior to his death the said William Graham on 3rd May, 1909 made and published his last Will and Testament, whereby he gave, devised and bequeathed unto his wife Kate Emily Graham all his moveable and immovable real and personal properties and appointed his wife the said Kate Emily Graham as the sole executrix.
4. The said Will and Testament dated 3rd May, 1909 was duly proved in the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction and probate thereof was granted on 31st March, 1931 to the said Kate Emily Graham as the sole executrix thereof.
5. The said Kate Emily Graham prior to her death on 2nd October, 1931 made and published her last Will and Testament on 2nd April, 1931, whereby she appointed the Official Trustee of Bengal as the sole executor with directions to the said Official Trustee to administer the Estate in the manner set out in the said Will and Testament dated 2nd April, 1931.
6. The said Official Trustee as executor to the said Will of the said Kate Emily Graham applied to the High Court of Judicature at Fort William in Bengal in its Testamentary and Intestate Jurisdiction for grant of probate to him.
7. On 15th December, 1931 probate of the said Will of the said Kate Emily Graham was granted to the said Official Trustee as sole executor, by the Hon'ble High Court at Calcutta.
8. The said Official Trustee as executor of the said Will of the said Kate Emily Graham was administering the Estate of the said Kate Emily Graham and was seized and possessed of the said lands hereditaments and premises in the *Mouzas* Dhakuria, Gobindapur and Selimpur as set out in the Schedule to the hereinafter recited Indenture of Conveyance dated 18th July, 1947, registered in the office of Registrar of Assurance, Kolkata, recorded under Book I, Volume No. 87, pages from 16 to 27,



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being Deed No. 2597 for the year 1947, executed by the said Official Trustee in favour of the Society/Landlord.

9. By an Indenture of Lease dated 29th November, 1935 and made between the said Official Trustee of the One Part and Jodhpur Club Limited, a company with limited liability incorporated under the Indian Companies Act, 1913 (now dissolved) of the Other Part and registered at the Calcutta Registration Office in Book I, Volume 103, Pages 280 to 296, Being No. 4467 for the year 1935, the said Official Trustee granted and demised unto Jodhpur Club Limited the aforesaid lands hereditaments and premises more particularly described in the Schedule thereunder written and delineated on the map or plan annexed thereto and thereon shown in red borders together with the principal mansion or Club House on a portion thereof, for the term of nineteen years with effect as on and from 1st January, 1931, with option of renewal at the rent and upon and subject to the covenants and conditions therein respectively reserved and contained, for a further term of fifteen years commencing from the expiry of the term thereby granted.
10. By an Indenture of Conveyance dated 21st February, 1944 and made between the said Official Trustee of the First Part, Jodhpur Club Limited of the Second Part and Kishenlal Poddar and Annandilal Poddar of the Third Part and registered at the Sadar Joint Registry Office, Alipore in Book I, Volume 17, Pages 1 to 8, Being No.509 for the year 1944, a portion of *Dag* No.329 in *Khatian* No.79 containing an area of one cottah fourteen chittack and thirty square feet and a portion of *Dag* No.330 in *Khatian* No.117 containing an area of ten cottah five chittack and thirty five square feet (being a portion of the lands demised by the hereinbefore recited Indenture of Lease dated 29th November, 1935) were released and conveyed unto the said Kishenlal Poddar and Annandilal Poddar.
11. By the said Will of the said Kate Emily Graham, she *inter alia* directed the said Official Trustee to sell and convert into money such part of the Estate of the said Kate Emily Graham as did not consist of money.
12. By virtue of such direction contained in the said Will of the said Kate Emily Graham and also for the purpose of administration of the Estate of the said Kate Emily Graham, the said Official



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Trustee by a Memorandum of Agreement dated 12th November, 1945 and made between the said Official Trustee of the One Part and the Bengal Secretariat Co-operative Society Limited, a society registered under the Bengal Co-operative Societies Act, 1940 and having its registered office at Writers' Buildings, Calcutta of the Other Part, agreed for the absolute sale to the said Bengal Secretariat Co-operative Society Limited or its nominee at or for the price of Rs.10,10,000/- (Rupees Ten Lac and Ten Thousand) only of all the said lands hereditaments and premises aggregating in all to an area of 80.93 acre more or less situate at the aforesaid *Muzas* of Dhakuria, Gobindapur and Selimpur, within Pargana Khaspur, Police Station Tollygunge, Sub-Registry Office Alipore, within the jurisdiction of Tollygunge Municipality (now within the Kolkata Municipal Corporation), District 24 Parganas, being Municipal Premises No. 1, Gariahat Road and more particularly set out in the Schedule to the hereinafter recited Indenture of Conveyance dated 18th July, 1947 and made between the said Official Trustee of the One Part and the Society/Landlord of the Other Part (save and except two pieces of lands as mentioned in the aforesaid Indenture dated 21st February, 1944) subject to the hereinbefore recited Lease dated 29th November, 1935 granted by the said Official Trustee in favour of Jodhpur Club Limited as aforesaid but otherwise free from all encumbrances.

13. In pursuance of the said Agreement dated 12th November, 1945 the said Bengal Secretariat Co-operative Society Limited paid to the said Official Trustee Rs.1,00,000/- (Rupees One Lac) only by way of earnest on 8th October, 1945 and Rs.9,10,000/- (Rupees Nine Lac and Ten Thousand) only being the balance of the consideration money in full on 29th January, 1947.
14. The said Bengal Secretariat Co-operative Society Limited received fixed deposits at an interest of 4% (four per cent) per annum to create a fund for the purpose of purchasing the said Municipal Premises No.1, Gariahat Road and paid out of the said fund the aforesaid consideration money of Rs.10,10,000/- (Rupees Ten Lac and Ten Thousand) only to the said Official Trustee.
15. In addition to the consideration money of Rs.10,10,000/- (Rupees Ten Lac and Ten Thousand) only paid to the said Official Trustee as hereinbefore stated, the said Bengal



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Secretariat Co-operative Society Limited had also to incur a further expenditure of Rs.64,447-4-5 (Rupees Sixty Four Thousand Four Hundred Forty Seven and Annas Four and Pies Six) only by way of interest on fixed deposits and other incidental charges in connection with the purchase of the said Municipal Premises No.1, Gariahat Road.

AND WHEREAS the said Bengal Secretariat Co-operative Society Limited agreed with the Society/Landlord for the assignment to the Society/Landlord of the benefits of the Agreement dated 12th November, 1945 as aforesaid subject to the liability thereunder in consideration of the following sums of money viz. Rs.10,10,000/- (Rupees Ten Lac and Ten Thousand) only being the amount paid by the said Bengal Secretariat Co-operative Society Limited to the said Official Trustee and Rs.64,447-4-6 (Rupees Sixty Four Thousand Four Hundred Forty Seven and Annas Four and Pies Six) only being the additional expenditure incurred on account of interest on fixed deposits and other incidental charges as hereinbefore stated, that is in all Rs.10,74,447-4-6 (Rupees Ten Lac Seventy Four Thousand Four Hundred and Forty Seven and Annas Four and Pies Six) only with interest thereon @ 4% (four per cent) per annum to be repaid by 31st December, 1949.

AND WHEREAS in consideration of the Society/Landlord having agreed to pay to the said Bengal Secretariat Co-operative Society Limited the sum of Rs.10,74,447-4-6 (Rupees Ten Lac Seventy Four Thousand Four Hundred and Forty Seven and Annas Four and Pies Six) only together with interest as aforesaid, the said Bengal Secretariat Co-operative Society Limited assigned by an Indenture of Assignment dated 2nd July, 1947 unto the Society/Landlord all that the said recited Agreement and all the estate, right, title, benefit, advantage, property, claim and demand whatsoever of the said Bengal Secretariat Co-operative Society Limited on in or to the same and the lands and premises including buildings and structures thereon, to hold the benefit of the said recited Agreement unto the Society/Landlord absolutely subject nevertheless to the terms and conditions of the Lease dated 29th November, 1935 in favour of Jodhpur Club Limited and nominated the Society/Landlord as its nominee to complete the purchase of the aforesaid Municipal Premises No.1, Gariahat Road.

AND WHEREAS on 29th June, 1946 Jodhpur Club Limited duly exercised the option of renewal conferred on it by the hereinbefore



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recited Indenture of Lease dated 29th November, 1935 but no renewed lease was executed.

AND WHEREAS by an Indenture of Conveyance dated 18th July, 1947 and made between the said Official Trustee of the One Part and the Society/Landlord as nominee of the said Bengal Secretariat Co-operative Society Limited of the Other Part, the said Official Trustee granted and conveyed to the Society/Landlord all the said lands hereditaments and premises together with all structures situate in the aforesaid *Mouzas* of Dhakuria, Gobindapur and Selimpur and being Municipal Premises No.1, Gariahat Road within Tollygunge Municipality (now under the Kolkata Municipal Corporation) and more particularly set out in the Schedule to the said Indenture of Conveyance dated 18th July, 1947, subject to the said Lease dated 29th November, 1935 in favour of Jodhpur Club Limited but otherwise free from all encumbrances.

AND WHEREAS the Society/Landlord in furtherance of its objects formulated a scheme known as the Tollygunge Scheme also known as the Tollygunge Scheme (Jodhpur Club Lands) in respect of its lands and premises being Municipal Premises No.1, Gariahat Road purchased from the said Official Trustee under the aforesaid Indenture of Conveyance dated 18th July, 1947 for the purpose of providing houses to its members by establishing a model garden colony with all amenities of city life for the attainment of better living conditions and promotion of economic interest of its members and other residents of the colony through co-operative efforts and invited applications for admission of members with a view to sell plots to them on the basis of the aforesaid scheme.

AND WHEREAS the said Tollygunge Scheme *inter alia* contained the provisions as follows:

- (a) That price of plot shall be determined having regard to the relative position and character of land of a plot without taking into account the development and other costs.
- (b) That development works such as filling of tanks, ditches and low lands, construction of roads, laying of water pipes (mains) and sewers etc. and other engineering works involved in the Scheme shall be done by the Society/Landlord as and when it is possible to carry them out after vacant possession of the land is obtained from



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Jodhpur Club Limited and cost thereof shall be recovered by way of betterment fee from the allottees, such cost not being likely to exceed Rs.800 per cottah of a plot.

- (c) That for the earlier implementation of the Scheme the Society/Landlord shall endeavour to obtain release of the lands from Jodhpur Club Limited before the expiry of the Lease granted by the said Official Trustee to Jodhpur Club Limited either through private negotiation with Jodhpur Club Limited or by compulsory acquisition through Government and the costs thereof shall be recovered as acquisition costs and the same shall be a charge on the plots.
- (d) That the price of plot, development cost (or betterment fee) and acquisition cost as aforesaid may be paid by a member (allottee) of the Society/Landlord either in one lumpsum without interest immediately on the issue of a call for such payment or by instalments with interest @ 6% (six per cent) per annum from the date of the issue of each such call. The time for interest free payment in lump as well as the term of repayment by instalment with interest @ 6% shall be fixed by the Society/Landlord at the time of issue of each such call.

AND WHEREAS the Society/Landlord having failed to secure earlier release of the land from Jodhpur Club Limited by private negotiation applied to the Government of West Bengal under the West Bengal Ordinance II of 1948 (afterwards West Bengal Land Development and Planning Act, 1948) for the compulsory acquisition of the lease hold interest of Jodhpur Club Limited under the aforesaid Lease dated 29th November, 1935.

AND WHEREAS on 23rd May, 1949 Jodhpur Club Limited was served with a notice from Government of West Bengal intimating that it had been proposed to acquire the aforesaid lands and premises on behalf of the Society/Landlord for building a colony on co-operative basis thereon.

AND WHEREAS Jodhpur Club Limited objected to the said acquisition and filed a suit being Title Suit No.52 of 1949 in the 6th Additional Court of the Subordinate Judge of 24 Parganas at Alipore (formerly Suit No.203 of 1949 in the Second Court of the Subordinate Judge of 24 Parganas at



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Alipore) against the Society/Landlord and the State of West Bengal, objecting to the said acquisition.

AND WHEREAS by a decree made in the said Suit No.52 of 1949 the defendants (the Society/Landlord and the State of West Bengal) were restrained by a permanent injunction in so far as the proposed acquisition was concerned from taking or causing to be done any acts or things in respect of the proposed acquisition of the aforesaid lands and premises and from interfering with the possession of Jodhpur Club Limited in the said lands and premises.

AND WHEREAS the defendants in the aforesaid suit viz., the Society/Landlord and the State of West Bengal jointly preferred an Appeal in the Hon'ble High Court at Calcutta being First Appeal No. 35 of 1952 against the aforesaid judgment and decree in the said Suit No. 52 of 1949.

AND WHEREAS the Society/Landlord and Jodhpur Club Limited with a view to settling the said F.A. No. 35 of 1952 executed a Memorandum of Agreement dated 22nd December, 1952.

AND WHEREAS in the said Memorandum of Agreement, Jodhpur Club Limited agreed to execute in favour of the Society/Landlord a proper deed of assignment in the form set out in the Schedule thereto on receipt of a sum of Rs.5,00,000/- (Rupees Five Lac) only which amount was duly paid by the Society/Landlord to Jodhpur Club Limited.

AND WHEREAS in pursuance of the said Memorandum of Agreement and in consideration of the said sum of Rs.5,00,000/- (Rupees Five Lac) only paid by the Society/Landlord to Jodhpur Club Limited, all those lands and premises comprised in and demised by the hereinbefore recited Lease dated 29th November, 1935 were assigned by an Indenture of Assignment dated 6th March, 1953 by Jodhpur Club Limited free from all charges and encumbrances unto the Society/Landlord for all the residue then unexpired period of the term of fifteen years created by the exercise of the option to renew given to Jodhpur Club Limited by the said Lease dated 29th November, 1935.

AND WHEREAS on a joint petition filed by the appellants (the Society/Landlord and the State of West Bengal) and respondent (Jodhpur Club Limited) in F.A. No. 35 of 1952 in the Hon'ble High Court at Calcutta (Civil and Appellate Jurisdiction) the said appeal was allowed in full and disposed off by the Hon'ble High Court in terms of the



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said Memorandum of Agreement dated 22nd December, 1952 and vacant possession of the said lands and premises was made over by Jodhpur Club Limited to the Society/Landlord in terms of the decree of the Hon'ble High Court in F.A. No. 35 of 1952.

AND WHEREAS the Society/Landlord has paid the said amount of Rs.10,74,447-4-6 (Rupees Ten Lac Seventy Four Thousand Four Hundred Forty Seven and Annas Four and Pies Six) only together with interests etc. amounting in all to Rs.11,08,787-10-6 (Rupees Eleven Lac Eight Thousand Seven Hundred Eighty Seven and Annas Ten and Pies Six) only to the said Bengal Secretariat Co-operative Society Limited in full satisfaction of all claims of the said Bengal Secretariat Co-operative Society Limited under the aforesaid Indenture of Assignment dated 2nd July, 1947.

AND WHEREAS the Society/Landlord in pursuance of the said Tollygunge Scheme (Jodhpur Club Lands) divided the aforesaid lands and premises in *Mouzas* Dhakuria, Gobindapur and Selimpur being Municipal Premises No.1, Gariahat Road more particularly described in the Schedule to the Indenture of Conveyance dated 18th July, 1947, measuring about 80.93 acre into several building plots and other common utility areas such as parks, market, lake, schools, playgrounds, land for administrative building, roadways, pathways, passages etc. and constructed and proposed to construct roads, pathways, passages and set back areas with the object of selling the said several building plots as separate hereditaments to its members and others.

AND WHEREAS the Society/Landlord is now seized and possessed of and otherwise well and sufficiently entitled free from encumbrances to the piece or parcel or plot of land earmarked for administrative building, the detail of which is more fully described in **SCHEDULE "A"** written hereunder and which is the Project Site/Premises defined in Article I below.

AND WHEREAS on the Project Site/Premises is erected a two storied building which was constructed before purchase of the Project Site/Premises, hereinafter referred to as "the **EXISTING BUILDING**" and the Existing Building and the Project Site/Premises were earmarked as administrative building of the Society/Landlord and the Society/Landlord has been operating its office in the Existing Building since inception. For better earnings, the Society/Landlord has let out the ground floor portion of the Existing Building to the Indian Postal Department wherein at present Jodhpur Park Post Office is situated and a



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portion of the first floor has been let out to one Dr. Tapan Sur Roy for his chamber purpose and the balance portions are used for office of the Society/Landlord.

AND WHEREAS due to passage of time and lack of maintenance of the old structure of the Existing Building, the same is now in dilapidated condition and is not suitable for habitation. Hence it became necessary to demolish the Existing Building for safety of all concerned. In the year 2001, the Society/Landlord decided that it shall demolish the Existing Building and reconstruct a new building on the Project Site/Premises (being the Proposed Building defined in Article I below) and in the Proposed Building shall be housed the new and modern administrative offices of the Society/Landlord, which was a long pending desire of the members of the Society/Landlord. However, due to various physical and financial problems, the Society/Landlord could not take up the project. Ultimately, since demolition of the Existing Building and construction of the Proposed Building was urgently required, the Society/Landlord invited tenders through advertisement in local dailies for development of the Project Site/Premises by construction of the Proposed Building thereon through joint venture model, since the Society/Landlord had no money to invest for construction of the Proposed Building.

AND WHEREAS the BOT Partner responded to the tender invited by the Society/Landlord and made a bid dated 15th December, 2001 for being selected as the developer of the project and such bid was accompanied by an earnest money deposit of Rs.2,00,000/- (Rupees Two Lac), according to the condition of the tender. After discussions, negotiations and clarifications, the said bid was modified through different letters dated 5th January, 2002, 15th February, 2002 and 15th May, 2002. Finding the background of BOT Partner (then termed as the developer) acceptable and finding the bid of the BOT Partner (then termed as the developer) to be the best among all the bids received, the Society/Landlord, after completion of all the tender formalities and bidding formalities, decided to award the said development project to the BOT Partner (then termed as the developer).

AND WHEREAS thereafter the Board of Directors of the Society/Landlord placed the entire matter i.e. development work for the Proposed Building in the adjourned Annual General Meeting held on 5th June, 2002 and the general body of members of the Society/Landlord approved the said proposal and accordingly the Board of Directors placed a work order dated 22nd June, 2002 on the BOT Partner (then termed as



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the developer) and called upon the BOT Partner (then termed as the developer) to pay security deposit of Rs.8,00,000/- (Rupees Eight Lac), which the BOT Partner duly paid within 13th July, 2002.

AND WHEREAS in the said tender documents and/or work order it was decided that the Proposed Building would be partly residential and partly commercial and the Society/Landlord would get 46% and the BOT Partner (then termed as the developer) would get 54% of FAR with a condition that the BOT Partner (then termed as the developer) shall settle the dispute with the tenant Dr. Tapan Sur Roy out of the share of the BOT Partner's constructed area in the Proposed Building but the Society/Landlord would provide the space to the Indian Postal Department for the Jodhpur Park Post Office out of the Society/Landlord's constructed area in the Proposed Building.

AND WHEREAS in pursuance of the above, the BOT Partner (then termed as the developer) took several steps for execution of the project such as (1) entering into rental agreement with landlords Ranjit Paul Chowdhury and Dipu Paul Chowdhury for arrangement of space for temporary accommodation of Jodhpur Park Post Office and paying security deposit of Rs.3,60,000/- (Rupees Three lac and Sixty Thousand) and advance rent of Rs.1,20,000/- (Rupees one Lac and Twenty Thousand) to the landlords, (2) preparing architectural plan of the Proposed Building, etc. The Society/Landlord also proceeded on war footing to complete the said development work. Unfortunately, while all this was happening, one of the members of the Society/Landlord filed a dispute case against the Society/Landlord challenging the decision of the Society/Landlord to award the work order in favour of the BOT Partner (then termed as the developer) and the same was registered as Dispute Case No.47/RCS of 2003, hereinafter referred to as the "**FIRST DISPUTE CASE**". The BOT Partner was not made a party to the First Dispute Case. The Learned Arbitrator in the First Dispute Case was pleased to pass an award directing the Society/Landlord not to allow the BOT Partner to demolish the Existing Building and also was pleased to direct the Society/Landlord to place the matter before the Annual General Meeting and discuss the matter in details regarding the pros and cons of the said development work of the Proposed Building.

AND WHEREAS in the year 2005 the BOT Partner (then termed as the developer) issued legal notice to the Society/Landlord demanding that the Project Site/Premises be handed over for taking further steps, since the BOT Partner had already taken substantive steps for the project.



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AND WHEREAS in the mean time in the month of May, 2005, general election of the Society/Landlord took place and the earlier Board of Directors could not come back in the Board. The then Board of Directors was elected in the said election and they took charge of the affairs of the Society/Landlord.

AND WHEREAS the then Board of Directors decided that the revenue income of the Society/Landlord should be increased otherwise it would be difficult to maintain the staff and other expenses of management of the Society/Landlord. Accordingly, the then Board of Directors issued notice of Special General Meeting (which was held on 15th January, 2006) to consider the scope of increasing revenue from the Existing Building by erecting hoarding etc. pending the decision of the earlier Board of Directors regarding development of the Proposed Building through the joint venture model wherein the Society/Landlord would have to hand over 54% ownership to the BOT Partner (then termed as the developer).

AND WHEREAS the BOT Partner (then termed as the developer) challenged the said notice by way of a writ petition in the Hon'ble High Court at Calcutta and Hon'ble Justice Jyotirmay Bhattacharya disposed off the said writ petition allowing the Society/Landlord to pass any resolution for the betterment of the Society/Landlord and greater interest of the members with liberty to the BOT Partner to file a dispute case before the appropriate forum in case the resolution is detrimental to the interest of the BOT Partner.

AND WHEREAS in the said Special General Meeting, the Society/Landlord adopted a resolution directing the then Board of Directors to cancel the work order granted to the BOT Partner and return the security deposit after deduction of penalty. On the basis of the said resolution, the then Board of Directors issued a letter to the BOT Partner cancelling the contact and enclosed therein a cheque for a sum of Rs.7,50,000/- (Rupees Seven Lac and Fifty Thousand) towards return of security deposit.

AND WHEREAS the BOT Partner returned the said cheque and challenged the decision of the Special General Meeting before the Registrar of Co-operative Societies by filing a dispute case against the Society/Landlord which was registered as No. 11/RCS of 2006, hereinafter referred to as the "**SECOND DISPUTE CASE**". In the Second Dispute Case the Learned Arbitrator was pleased to pass an *ex-parte* injunction on 28th February, 2006, restraining the Society/Landlord



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from entering into any contact with third party or doing anything till disposal of the Second Dispute Case.

AND WHEREAS the Society/Landlord challenged the said award before the West Bengal Cooperative Tribunal vide Appeal No.37 of 2006 and after hearing the parties the Learned Members of the Tribunal were pleased to set aside the said order dated 28th February, 2006 and remanded the matter back to the Learned Arbitrator. The BOT Partner challenged the said order before the Hon'ble High Court at Calcutta vide C.O. No. 2203 of 2006 and the Hon'ble Justice S.P. Talukdar after hearing the parties remanded the said matter to the Learned Arbitrator with a direction of maintaining status quo upon the Project Site/Premises.

AND WHEREAS on 16th February, 2007 the BOT Partner wrote a letter to the Society/Landlord communicating the order of the Hon'ble High Court and requested the Society/Landlord to settle the matter amicably outside court to avoid any further future litigation, which would be beneficial for both parties because the development of the Proposed Building was a long pending desire of the members of the Society/Landlord.

AND WHEREAS the then Board of Directors considered the said letter in its meeting held on 19th February, 2007 and decided that the pending litigations were expensive and futile and no one knew the outcome of the said litigations. On the contrary, it is the admitted position that (1) the Society/Landlord had received Rs.10,00,000/- (Rupees Ten Lac) in the year 2002 from the BOT Partner and till date the Society/Landlord is enjoying the same and (2) from the records it is evident that the BOT Partner intimated to the Society/Landlord that the BOT Partner had already arranged for alternative accommodation for Jodhpur Park Post Office. Therefore, prima facie the BOT Partner had complied with its obligations and it would be beneficial for the Society/Landlord to put an end to the litigation forever. Considering the above, the then Board of Directors decided to convene a meeting with the BOT Partner to formulate the guidelines of settlement of the disputes, subject to approval of the general body of members of the Society/Landlord.

AND WHEREAS the then Board of Directors of the Society/Landlord held a meeting with two directors of the BOT Partner on 19th March, 2007 and it was mutually agreed that the BOT Partner would be entrusted with the job of development of the Proposed Building on



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modified commercial terms and conditions. It was further amicably decided that the said modified commercial terms and conditions would be incorporated in a fresh agreement to be entered into by and between the Society/Landlord and the BOT Partner. The said modified terms and conditions were duly intimated by the Society/Landlord to the BOT Partner vide a letter dated 24th March, 2007.

AND WHEREAS the then Board of Directors placed the entire proposal as well as the fresh terms and conditions fixed by the then Board of Directors for approval in the Annual General Meeting of the Society/Landlord held on 27th May, 2007, when, with due and lawful quorum, the said proposal and terms and conditions were unanimously accepted, on account of the same being superior to and more beneficial for the Society/Landlord than the terms that had been earlier agreed. For example, previously it was a joint venture model wherein the Society/Landlord had to concede ownership of 54% of the land share to the BOT Partner but in the new terms and conditions, the ownership of the land share would continue to remain with the Society/Landlord and only lease would be granted to the BOT Partner and its nominees. Also, earlier the BOT Partner was paying a security deposit of Rs.10,00,000/- (Rupees Ten Lac) which would have to be refunded to the BOT Partner but under the modified terms and conditions, only Rs.2,00,000/- (Rupees Two Lac) would have to be refunded and the balance Rs.8,00,000/- (Rupees Eight Lac) would not have to be refunded to the BOT Partner and would belong absolutely to the Society/Landlord.

AND WHEREAS in the Annual General Meeting held on 27th May, 2007, the general body of members of the Society/Landlord accepted the said proposal and directed the then Board of Directors of the Society/Landlord to fulfil the long pending desire of the members of the Society/Landlord to construct the Proposed Building through the BOT Partner, as early as possible. The general body of members also directed the then Board of Directors to settle the dispute outside court after entering into an agreement with the BOT partner..

AND WHEREAS the then Board of Directors vide letter dated 18th June, 2007 communicated the said decision of the general body of members of the Society/Landlord to the BOT Partner for their taking necessary action and to intimate the Society in writing as to whether they had accepted the modified terms and conditions as approved in the Annual General Meeting. The then Board of Directors further informed the BOT Partner that upon receipt of the said confirmation from the BOT Partner, the Society/Landlord would arrange for execution of an agreement



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containing modified terms and conditions, in keeping with the tender and bid documents.

AND WHEREAS the BOT Partner by its letter dated 22nd June, 2007 communicated its acceptance of the modified terms and conditions and agreed to take all steps for withdrawing the Second Dispute Case.

AND WHEREAS pursuant to the above, the Parties entered into an Agreement dated 17th August, 2007, hereinafter referred to as the "**SAID AGREEMENT**", to record and be bound by the terms and conditions contained therein, which were in connection with the earlier contract and/or bid documents but with mutually and amicably agreed modified terms and conditions, as specifically recorded therein.

AND WHEREAS pursuant to the Said Agreement, the Society/Landlord by virtue of a Special Power of Attorney for Plan Sanction, dated 17th August, 2007, registered in the office of Additional Registrar of Assurances III, recorded in Book No. IV, Volume No. 87, pages from 305 to 312, being Deed No. 5183 for the year 2007, appointed one Ajay Sen and one Biswa Ranjan Das (Directors of the BOT Partner) as its lawful attorneys, authorizing them to appear before the Kolkata Municipal Corporation and/or any other authorities as may be required for sanction/approval of building plan and any other ancillary activities relating to the Project Site/Premises.

AND WHEREAS the Society/Landlord by virtue of a Special Power of Attorney for Construction and Transfer, dated 17th August, 2007, appointed the BOT Partner, Ajay Sen and Biswa Ranjan Das (Directors of the BOT Partner) as its lawful attorneys, granting them the necessary powers and authorities for construction of the Proposed Building and the subsequent transfer thereof.

AND WHEREAS pursuant to the Said Agreement the BOT Partner negotiated with Dr. Tapan Sur Roy and made him surrender his rights and vacate the Existing Building against receipt of compensation borne by the BOT Partner.

AND WHEREAS on 10th August, 2009, the Society/Landlord, The Union of India, Department of Posts and the BOT Partner entered into an agreement, to record and be bound by the terms and conditions contained therein, which was duly registered in the office of District Sub-Registrar I, South 24 Paraganas, recorded in Book No. IV, CD Volume No. 2, pages from 547 to 556, being Deed No. 00489 for the year 2009.



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AND WHEREAS the Joint Registrar, Co-operative Societies (Housing) on 16th June, 2011 accorded permission to the Appellant Society for the construction of Office-cum-Administrative Building pursuant to the Resolution passed in Annual General Meeting on 27th May, 2007.

AND WHEREAS on 10th April, 2013, the BOT Partner obtained the Sanctioned Plan from Kolkata Municipal Corporation, the plan was sanctioned vide Building Permit No. 2013100011.

AND WHEREAS the Kolkata Municipal Corporation issued a certificate dated 15th July, 2016, declaring the existing building as a Dilapidated Building.

AND WHEREAS on 30th October, 2009, _____ instituted the Arbitration Execution Case No. 19 of 2009 before the Civil Judge (Senior Division), 9th Court at Alipore, District South 24 Paraganas, seeking execution of the Award dated 21st December, 2004 passed in the DC No. 47/RCS of 2002-03 and on 17th April, 2014, the Civil Judge (Senior Division), 9th Court at Alipore, District South 24 Paraganas, *inter alia* declared that the Execution Case was maintainable.

AND WHEREAS being aggrieved by the aforementioned decision, the Society/Landlord preferred a Civil Revision before the High Court at Calcutta, being the CO No. 2714 of 2014 wherein the Hon'ble High Court of Calcutta held the order passed by the Civil Judge (Senior Division), 9th Court at Alipore, District South 24 Paraganas, as valid and affirmed the same vide an order dated 8th August, 2018.

AND WHEREAS the Society/Landlord appealed before the Hon'ble Supreme Court of India, to set aside the order of High Court of Calcutta, by Civil Appeal No. 7261_ of 2022 arising out of S.L.P. (Civil) No. 506 of 2020 and on 13th October, 2022, the Hon'ble Supreme Court of India passed an order, *inter alia*, setting aside the order passed by the High Court of Calcutta and granted the Society/Landlord to proceed further with its project of redevelopment in accordance with the resolutions passed by the General Body time to time.

AND WHEREAS pursuant to the order passed by the Hon'ble Supreme Court of India, the Society/Landlord granted permission to the BOT Partner to demolish the Dilapidated Building.



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AND WHEREAS since the time the Said Agreement was entered into, there have been many changes in law and new regulatory requirements have also arisen such as compulsory registration of development agreement, enactment and enforcement of the Real Estate Regulation Act, 2016, hereinafter referred to as the "RERA" etc. Besides, many facts and circumstances relating to the Project Site/Premises have also changed which have not been duly recorded in any document.

AND WHEREAS in the circumstances, the Parties have decided to enter into a new agreement, substantially in lines of the Said Agreement but duly recording the obligations of current legal requirements and changed facts and circumstances especially the order dated 13th October, 2022 passed by the Hon'ble Supreme Court of India. Hence, the parties are entering into this Agreement, which shall be and always be deemed to be a continuation of the Said Agreement and all documents prior or concomitant thereto save that the provisions of this Agreement shall override the provisions of the Said Agreement and all documents prior or concomitant thereto and wherever a question of interpretation arises, the provisions of this Agreement shall prevail.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES TO THESE PRESENTS AS FOLLOWS:

ARTICLE - I - DEFINITIONS

In this Agreement, unless there is something repugnant to or inconsistent therewith:

- 1.1 **BOT PARTNER'S ADVOCATE** shall mean Messieurs Saha & Ray, Advocates, of 3A/1, 3rd floor, Hastings Chambers, 7C, Kiran Sankar Roy Road, Kolkata-700001, who has been engaged by the BOT Partner to look after the legal interest of the BOT Partner vis-à-vis this project.
- 1.2 **BOT PARTNER'S SPACE** shall mean 53% (fifty three percent) of the constructed area of the Proposed Building to be constructed on the Project Site/Premises, delineated on **Plan B** prepared by the BOT Partner and annexed to this Agreement and bordered in **Green** colour thereon, which is to be treated as



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a part of this Agreement. The BOT Partner's Space shall also include 53% (fifty three percent) (1) of all open and covered car parking spaces in the Proposed Building and the Project Site/Premises, (2) undivided, impartible and indivisible share and/or interest in the Common Facilities And Amenities and (3) undivided, impartible and indivisible leasehold right in the land contained in the Project Site/Premises. The BOT Partner's Space is more fully described in **SCHEDULE "C"** hereunder written.

- 1.3 **BUILDING PLAN** shall mean such plan or plans prepared for the construction of Proposed Building at the Project Site/Premises, sanctioned by the Kolkata Municipal Corporation and/or all other competent authorities and includes any alterations, additions or modification thereto.
- 1.4 **COMMON FACILITIES AND AMENITIES** shall mean and include corridors, stair case, passages, drive ways, pump room, over head water tank, under ground tank/reservoir, sewerage, water pump and other facilities required for the establishment, enjoyment, maintenance and/or management of the Proposed Building.
- 1.5 **ENGINEER/ARCHITECT** shall mean an architect/architects engaged by the BOT Partner, who will prepare the Building Plan and look after the construction of the project and whose remuneration shall be paid by the BOT Partner.
- 1.6 **PROJECT SITE/PREMISES** shall mean **ALL THAT** piece and parcel of land measuring more or less 11 (eleven) cottah 14 (fourteen) chittack and 38 (thirty eight) square feet equivalent to 8,588 (Eight Thousand Five Hundred and Eighty Eight) square feet or 797.8252 (Seven Hundred and Ninety Seven Point Eight Two Five Two) square meter, situate, lying at and being Municipal Premises No.1, Gariahat Road, Jodhpur Park, Kolkata-700068, Police Station Lake, within the jurisdiction of Ward No. 93 of Kolkata Municipal Corporation, more fully and particularly described in **SCHEDULE "A"** hereunder written also delineated on **Plan A** prepared by the Society/Landlord and annexed to this Agreement and bordered in **Red** colour thereon, which is to be treated as a part of this Agreement.



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- 1.7 **PROPOSED BUILDING** shall mean the commercial-cum-office building, presently envisaged to comprise of a basement floor, ground floor and five upper floors, to be constructed upon the Project Site/Premises, after demolishing the entirety of the Existing Building and all other existing structures on the Project Site/Premises, constructed as per the Building Plan (defined in Clause 1.3 above) sanctioned by the Kolkata Municipal Corporation **provided however** the expression Proposed Building shall also mean the additional floor (i.e. the 6th floor) if subsequently permission is given by the appropriate authority for construction of the same. The nature and character of the Proposed Building shall be fully non-residential.
- 1.8 **PROSPECTIVE LESSEES** shall mean the persons or entities to whom any space comprised in the BOT Partner's Space in the Proposed Building is allotted and transferred.
- 1.9 **SOCIETY/LANDLORD'S ADVOCATE** shall mean Mr. Dhiman Kumar Sengupta, Advocate, of ground floor, 8, Old Post Office Street, Kolkata-700001, who has been engaged by the Society/Landlord to look after the legal interest of the Society/Landlord vis-à-vis this project.
- 1.10 **SOCIETY/LANDLORD'S SPACE** shall mean 47% (forty seven percent) of the constructed area of the Proposed Building to be constructed on the Project Site/Premises, delineated on **Plan B** prepared by the BOT Partner and annexed to this Agreement and bordered in **Red** colour thereon, which is to be treated as a part of this Agreement. The Society/Landlord's Space shall also include 47% (forty seven percent) (1) of all open and covered car parking spaces in the Proposed Building and the Project Site/Premises and (2) undivided, impartible and indivisible share and/or interest in the Common Facilities And Amenities. The Society/Landlord's Space is more fully described in **SCHEDULE "B"** hereunder written.
- 1.11 **SUPER BUILT UP AREA** shall mean built up area of a space (including verandah and other open space comprised exclusively within the space) plus proportionate share of Common Facilities And Amenities in the Proposed Building. If a wall is common between two spaces, 50% (fifty percent) of the area of such wall



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shall be included in the measurement of each of the said two spaces.

ARTICLE - II - COMMENCEMENT

- 2.1 This Agreement shall commence and be deemed to have commenced on, from and with effect from the date of execution and registration of this Agreement as given at the top of this Agreement.

ARTICLE - III - BASIC UNDERSTANDING

- 3.1 The scheme is that the Society/Landlord as the owner of the Said Plot will make available the same, free from all encumbrances, to the BOT Partner and the BOT Partner as the infrastructure builder will at its own costs and expenses construct, complete and finish the Proposed Building as per the specifications given in **SCHEDULE "D"** hereunder written.
- 3.2 The expression free from all encumbrances as mentioned in the preceding paragraph as well as elsewhere in this Agreement is qualified to mean and include the tenancy/other rights of Jodhpur Park Post Office and Dr. Tapan Sur Roy only.
- 3.3 With regard to the Jodhpur Park Post Office, the Society/Landlord represents that the Indian Postal Department is a monthly tenant of the Society/Landlord and it is the duty and obligation of the Society/Landlord to accommodate/rehabilitate the Jodhpur Park Post Office in the first floor of the Proposed Building. The only obligation of the BOT Partner with regard to the Jodhpur Park Post Office shall be providing a temporary alternative accommodation at the cost of the BOT Partner (which means bearing the rent) which will be occupied by the Jodhpur Park Post Office when it vacates the Existing Building and till such time it can shift back to the Proposed Building.
- 3.4 All portions of the Existing Building occupied by the Society/Landlord shall be vacated and vacant possession of such portions shall be delivered to the BOT Partner within 30 (thirty) days of sanction of the Building Plan, failing which, it shall be deemed that the Society/Landlord is in default of its obligation



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under this Agreement and the BOT Partner shall be entitled to compensation for such default as be decided by arbitration. Besides, the time frame for completion of the project shall be extended by the period of delay in vacating by the Society/Landlord.

- 3.5 In consideration of the BOT Partner (1) bearing all costs and expenses for construction of the Proposed Building, (2) dealing with Jodhpur Park Post Office and Dr. Tapan Sur Roy in the manner mentioned above and (3) having already paid (in part performance) to the Society/Landlord a sum of Rs.10,00,000/- (Rupees Ten Lac) as non-refundable security deposit paid by the BOT Partner under the tender, hereinafter referred to as the "**PECUNIARY CONSIDERATION**", the BOT Partner shall be entitled to the BOT Partner's Space and/or the transfer value of the BOT Partner's Space. It is clarified that transfer value means the value that can be obtained in the open market for transfer of the BOT Partner's Space. It is further clarified that transfer shall mean transfer by way of lease by the Society/Landlord to the BOT Partner and/or the Prospective Lessees of the undivided, proportionate, impartible and indivisible share in the land contained in the Project Site/Premises as be attributable to the BOT Partner's Space, hereinafter referred to as the "**BOT PARTNER'S LAND SHARE**", and absolute ownership/transfer of the constructions pertaining to the BOT Partner's Space, hereinafter referred to as the "**BOT PARTNER'S SPACE CONSTRUCTIONS**", by the BOT Partner to the Prospective Lessees. Thus, a Prospective Lessee will acquire leasehold interest in an undivided, proportionate, impartible and indivisible share in the land contained in the Project Site/Premises out of the BOT Partner's Land Share and ownership in the construction pertaining to the space/unit of such Prospective Lessee, out of the BOT Partner's Space Constructions.
- 3.6 The lease to be granted by the Society/Landlord to the BOT Partner and/or the Prospective Lessee shall be for a term of 99 (ninety nine) years with options of renewal for like terms, on the same terms and conditions. The leasehold interest will be fully transferable (by way of sublease, assignment, mortgage, gift etc.) provided however in the event of sublease, the Society/Landlord shall be intimated for the purpose of record only.



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- 3.7 The ground rent for the lease will be a fixed sum of Re.0.50 (fifty paisa) per annum per square foot of the Super Built Up Area of the space, which shall be payable within the first three months of the year for which it is due. The Super Built Up Area of the space shall be certified by the BOT Partner and such certification shall be binding on the Society/Landlord as well as the Prospective Lessees.
- 3.8 The Society/Landlord will not have any right to claim any enhanced ground rent or any premium, fine or salami from the BOT Partner and/or the Prospective Lessees and/or their sub-lessees, assignees or transferees, at any time during the tenure of the lease or the renewals thereof.
- 3.9 The BOT Partner shall have unfettered right to select the Prospective Lessees as well as to determine the commercial terms and conditions with the Prospective Lessees. All consideration payable by the Prospective Lessees whether by way of land premium, price of space, construction value, etc. (excepting annual ground rent) shall be receivable solely by the BOT Partner and the Society/Landlord will have no interest therein. All such consideration received and/or receivable by the BOT Partner shall be deemed to be towards reimbursement/return on investment of the BOT Partner, for incurring all expenses connected with construction of the Proposed Building and dealing with Jodhpur Park Post Office and Dr. Tapan Sur Roy, in the manner mentioned above and paying the Pecuniary Consideration.
- 3.10 The Common Facilities And Amenities shall be deemed to be included within the Super Built Up Area of the BOT Partner's Space as well as Society/Landlord's Space and hence shall remain common both in terms of ownership and use. It is further clarified that the ultimate roof of the Proposed Building shall be treated as part of the Common Facilities And Amenities.
- 3.11 The documentation in favour of the Prospective Lessees shall be a Deed of Transfer cum Lease wherein the **Society/Landlord shall** be the lessor and shall grant lease of the undivided, proportionate, indivisible and impartible share in the land contained in the Project Site/Premises, as be attributable to the space/unit of the Prospective Lessee, the **BOT Partner shall** be the transferor and shall absolutely and perpetually transfer the

- construction relating to the space/unit of the Prospective Lessee as well as the undivided, proportionate, indivisible and impartible share in the Common Facilities And Amenities as be attributable to the space/unit of the Prospective Lessee and the **Prospective Lessee shall** be the transferee. Drafts of the model Agreement of Transfer cum Lease and Deed of Transfer cum Lease shall be prepared by the BOT Partner's Advocate and shall be approved by the Society/Landlord within 15 (Fifteen) days of submission for approval.
- 3.12 The Engineer/Architect shall be appointed by and shall work under the instructions of the BOT Partner. However, the Society/Landlord shall have the right to inspect the quality of materials and workmanship, through its authorized technically qualified representative or agency. All issues brought up by such representative of the Society/Landlord shall be attempted to be satisfied by the Engineer/Architect, failing which the same shall be treated as a dispute and shall be resolved by the Arbitrator in the manner provided for in this Agreement.
- 3.13 The BOT Partner's Advocate shall be free to charge legal fees from the Prospective Lessees with regard to which the Society/Landlord and/or the Society/Landlord's Advocate shall have no concern or connection. Similarly, the Society/Landlord's Advocate shall be free to charge legal fees in respect of any transaction relating to the Society/Landlord's Space with regard to which the BOT Partner and/or the BOT Partner's Advocate shall have no concern or connection.
- 3.14 The Proposed Building shall be constructed by the BOT Partner within 36 (thirty six) months from the date of receiving sanction of the renewed Building Plan and vacant and peaceful possession of the entirety of the Project Site/Premises and the Existing Building.
- 3.16 All consents and permissions (statutory or otherwise) required for leasing/transferring of the BOT Partner's Space to the BOT Partner and/or the Prospective Lessees shall be obtained by the Society/Landlord, at its own costs and expenses.
- 3.17 After completion of construction of the Proposed Building, the BOT Partner shall handover the management of the Common Facilities And Amenities to an association formed by the Society/Landlord and the Prospective Lessees (**Maintenance**



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Association) and the Maintenance Association shall be vested with all powers and authorities for owning, managing and maintaining the Common Facilities And Amenities. The Society/Landlord and the Prospective Lessees shall pay to the Maintenance Association monthly charges for rendering the said management and maintenance services.

- 3.19 All statutory taxes, surcharge, levies and duties shall be paid by the respective parties, i.e. the Society/Landlord, BOT Partner and Prospective Lessees in their specified proportion.

ARTICLE - IV - SOCIETY/LANDLORD'S REPRESENTATIONS

- 4.1 The Society/Landlord is absolutely seized and possessed of and/or well and sufficiently entitled to the Project Site/Premises.
- 4.2 The Project Site/Premises is free from all encumbrances, charges, liens and *lispendens* whatsoever or howsoever but subject to the existing tenants named in Clause 3.2 above and the Society/Landlord has marketable title in respect of the Project Site/Premises.
- 4.3 The signatories of this Agreement on behalf of the Society/Landlord have been duly authorized and empowered to sign this Agreement in accordance with the rules, regulations and procedure of the Society/Landlord. Should anyone at any time challenge and/or question the power and authority of the signatories on behalf of the Society/Landlord to sign this Agreement and to bind the Society/Landlord in the manner recorded herein, the Society/Landlord shall take all steps at its own cost and expense to quell and dispel such challenge. Further, during such period of challenge, the BOT Partner shall be entitled to keep in abeyance its obligations under this Agreement and the same shall again become binding on the BOT Partner after such challenge has been finally quelled and dispelled.
- 4.4 Should any member of the Society/Landlord at any time question or challenge this Agreement, the Society/Landlord shall at its own cost and expense quell and dispel such challenge. Further, during such period of challenge, the BOT Partner shall be entitled to keep in abeyance its obligations under this Agreement and the



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same shall again become binding on the BOT Partner after such challenge has been finally quelled and dispelled. In case the BOT Partner has to incur any costs and expenses for quelling and/or dispelling any such challenge, the Society/Landlord shall reimburse the BOT Partner the costs and expense so incurred by the BOT Partner.

- 4.5 The present Board of Directors of the Society/Landlord shall not be entitled to question or challenge any of the terms and conditions of this Agreement, it being clearly understood that the present Board of Directors have collectively decided to enter into this Agreement and they have collectively obtained lawful and valid ratification of such decision from the general body of members of the Society/Landlord.
- 4.6 Save having entered into agreements (including this Agreement) with the BOT Partner, the Society/Landlord has not entered into any agreement for development, sale, lease or transfer of the Project Site/Premises.
- 4.7 The Society/Landlord shall not encumber or in any manner deal with the Project Site/Premises during the currency of this Agreement, save in the manner envisaged hereunder.
- 4.8 The Society/Landlord shall bear, pay and clear all Municipal taxes and other outgoings of any and every nature whatsoever relating to the Project Site/Premises, till the date the Project Site/Premises is handed over to the BOT Partner. Thereafter and till completion of the Proposed Building, the BOT Partner shall pay Municipal taxes. From the date of completion (which will mean grant of partial or full occupancy certificate by the Kolkata Municipal Corporation), the Society/Landlord shall pay proportionate share of the Municipal taxes, maintenance charge and all other outgoings in respect of the Society/Landlord's Space and the BOT Partner (either directly or through the Prospective Lessees) shall pay proportionate share of the Municipal taxes, maintenance charge and all other outgoings in respect of the BOT Partner's Space.



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ARTICLE - V - SPECIFIC RIGHTS OF THE BOT PARTNER

- 5.1 Subject to the terms and conditions of this Agreement, the Society/Landlord hereby appoints the BOT Partner as the BOT Partner of the Society/Landlord for the project i.e. (1) shifting of the Jodhpur Park Post Office and Dr. Tapan Sur Roy, (2) demolition of the Existing Building and removal of all debris, (3) construction of the Proposed Building, (4) dealing only with the BOT Partner's Space in the Proposed Building, (5) re-shifting of Jodhpur Park Post Office to the Proposed Building and (6) handing over to the Society/Landlord the Society/Landlord's Space in finished condition, as per the specifications given in **Schedule "D"** hereunder written and pursuant to such appointment, the Society/Landlord also grants to the BOT Partner all powers and authorities necessary for execution of the project. It is pertinent to mention here that the BOT Partner has already complied with the first of its obligation mentioned in this Clause.
- 5.2 In continuation of the rights of the BOT Partner as mentioned in Clause 3.10 above, the BOT Partner shall have the right to enter into agreements with the Prospective Lessees for lease cum transfer of the BOT Partner's Space and/or parts and/or portions thereof in favour of the Prospective Lessees, on terms and conditions deemed fit by the BOT Partner but within the overall guidelines mentioned in Clauses 3.6, 3.7, 3.8, 3.9, 3.11, 3.12 and 3.14 above. The BOT Partner shall also have the right to receive and appropriate advances and all other payments under the said agreements with the Prospective Lessees, without any manner of accounting or other liability towards the Society/Landlord.
- 5.3 The Proposed Building shall be constructed by the BOT Partner strictly in accordance with the sanctioned Building Plan and under the supervision of the Engineer/Architect.
- 5.4 The BOT Partner shall not have the right to assign its rights under this Agreement or transfer the development rights granted hereunder to the BOT Partner to any third party but the BOT Partner will have the right to appoint specialized sub-contractors (such as plumbing contractors, electrical contractors, flooring contractors, civil contractors etc.) as may be required for construction and finishing of the Proposed Building. It is further



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clarified that the BOT Partner shall not be entitled to form any company with any third party, for the purpose of development of the Project Site/Premises and construction of the Proposed Building. If the BOT Partner makes any breach/makes any violation of this clause, in that case the said activities will be treated as breach of contract and this Agreement will be liable to be cancelled/revoked and Society/Landlord shall have right to seek appropriate damages through arbitration as provided in this Agreement.

- 5.5 The Society/Landlord shall sign all applications, plans and other papers and documents to be prepared and/or required and/or submitted by the BOT Partner on behalf and in the name of the Society/Landlord for the purpose of obtaining sanction/approval/clearance from appropriate authorities. The BOT Partner shall pay and bear all documentation charges, including all fees, charges and expenses required for obtaining sanction/approval/clearance from the statutory authorities for development of the Project Site/Premises by way of construction of the Proposed Building. The BOT Partner shall exclusively be entitled to all refunds, if any, of all payments and/or deposits made for sanction of the Building Plan made by the BOT Partner.
- 5.6 Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the Project Site/Premises or any part thereof by the Society/Landlord to the BOT Partner or as creating any right, title or interest in respect thereof in favour of the BOT Partner other than an exclusive right to develop the Project Site/Premises by constructing the Proposed Building by the BOT Partner and to deal with the BOT Partner's Space in the manner hereinbefore stated.
- 5.7 The BOT Partner shall deliver vacant possession duly completed of the Society/Landlord's Space before execution and registration of the Deeds of Transfer cum Lease and/or giving physical possession to the Prospective Lessees. In this regard it is clarified that as soon as partial or full occupancy certificate is issued by the Kolkata Municipal Corporation, the BOT Partner shall give a notice in writing to the Society/Landlord and within 10 (ten) days from date of such notice, the Society/Landlord shall be bound to take possession of the Society/Landlord's Space failing which it shall be deemed that the BOT Partner has



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delivered such possession to the Society/Landlord and the BOT Partner shall immediately thereafter become entitled to deliver possession to and execute and register Deeds of Transfer cum Lease in favour of the Prospective Lessees.

- 5.8 Although the Society/Landlord's Space and the BOT Partner's Space has already been demarcated in **Plan B** annexed to this Agreement, after sanction of the Building Plan, the Parties shall, if required, enter into a supplementary registered agreement wherein the Spaces of both the Parties shall be clearly demarcated in the floor wise plans annexed thereto.
- 5.9 If any additional floor or floors above the Fifth Floor of the Proposed Building is permitted to be constructed at any point of time, whether at one go or in phases, the BOT Partner shall at its own cost and expense construct the same and the Society/Landlord will have 47% (forty seven percent) demarcated share in the such additional floor or floors and the BOT Partner shall have 53% (fifty three percent) demarcated share in such additional floor. All terms and conditions of this Agreement shall apply to the additional floor or floors, as if the same is part of the presently envisaged Proposed Building. In the event such plan is sanctioned after the Parties have entered into the registered agreement envisaged in the foregoing Clause, the Parties shall enter into registered agreements indicating the demarcation of the additional floor or floors, as the case may be.
- 5.10 The BOT Partner shall not be entitled or permitted or allowed to sell or transfer its development right accrued/acquired by virtue of this Agreement, to any third party, as mentioned hereinbefore. If due to any unavoidable circumstances, the BOT Partner fails to complete the project, in that case the BOT Partner shall handover the project to the Society/Landlord and the Society/Landlord shall complete the same and pay back the investment made by the BOT Partner after ascertaining the investment, if necessary through arbitration. This will however not effect the rights of the Prospective Lessees who will at all times stand protected in accordance with the provisions of the West Bengal Building (Regulation of Promotion of Construction and Transfer by Promoters) Act, 1993.



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ARTICLE - VI - POSSESSION AND DEALING

- 6.1 The Society/Landlord shall within 30 (thirty) days from the date of sanction of the Building Plan, hand over possession of the Project Site/Premises and the Existing Building to the BOT Partner, on as is where is condition, for commencement of construction of the Proposed Building. In this regard it is clarified that as is where is condition means and relates only to the portions occupied by Jodhpur Park Post Office and Dr. Tapan Sur Roy. All other parts and portions of the Project Site/Premises and the Existing Building shall be vacated by the Society/Landlord, by way of removal of its office, staff quarters and boardings and erections. In this regard it is further clarified that the BOT Partner shall provide, free of cost, a temporary accommodation to the Society/Landlord for running of its office during the period the Proposed Building is under construction.
- 6.2 After receiving possession as aforesaid and subject to shifting of the Jodhpur Park Post Office the BOT Partner shall be entitled to demolish the Existing Building at its own costs and expenses and appropriate and realize the value of the debris arising out of such demolition, in lieu and/or in consideration of the BOT Partner bearing the costs of demolition and the incurring the various expenses under this Agreement.
- 6.3 The BOT Partner shall construct, complete and finish the Proposed Building within a period of 36 (thirty-six) months from the date of receiving possession of the Project Site/Premises and the Existing Building in the manner stated in Clause 6.1 above, time being the essence of this Agreement/contract.
- 6.4 However, in case the BOT Partner fails to complete the project due to unforeseen and/or unavoidable circumstances and/or causes beyond the control of the BOT Partner within the stipulated period of 36 (thirty-six) months, the completion period shall be extended upto a maximum period of 6 (six) months.



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ARTICLE - VII - CONSIDERATION

- 7.1 In consideration of the rights granted by the Society/Landlord as stated herein, the BOT Partner shall (1) construct, complete and hand over to the Society/Landlord the Society/Landlord's Space described in **SCHEDULE "B"** hereunder written, as per the specification given in **SCHEDULE "D"** hereunder written, in complete and habitable condition and (2) treat the sum of Rs.10,00,000/- (Rupees Ten Lac) already paid by the BOT Partner to the Society/Landlord as non-refundable Pecuniary Consideration.
- 7.2 It is expressly agreed and declared that the Society/Landlord's Space shall be 47% (forty seven percent) of the total F.A.R. that will be sanctioned by the Kolkata Municipal Corporation. For the purpose of calculation of the measurement of the Society/Landlord's Space, proportionate share of covered Common Facilities And Amenities only has been taken into account and the same shall not include any open space. The Society/Landlord and the BOT Partner shall own the roof of the Proposed Building in the ratio of 47%: 53%.
- 7.3 All costs and expenses for construction, erection and completion of the Proposed Building shall be paid/borne and discharged by the BOT Partner. On completion of construction of the Proposed Building, the BOT Partner shall hand over to the Society/Landlord the Society/Landlord's Space in lieu of cost of land value. Such handover shall be after obtaining partial or full occupancy certificate from the Kolkata Municipal Corporation and before leasing out the BOT Partner's Land Share to the BOT Partner or the Prospective Lessees.

ARTICLE - VIII - SPACE ALLOCATION

- 8.1 The absolute right of the Society/Landlord shall remain restricted to the Society/Landlord's Space described in **SCHEDULE "B"** hereunder written and the absolute right of the BOT Partner shall remain restricted to the BOT Partner's Space described in **SCHEDULE "C"** hereunder written.
- 8.2 Till completion of construction of the Proposed Building, the Project Site/Premises shall remain in the possession of the BOT



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Partner subject to what is herein provided. If the BOT Partner fails to complete and/or hand over possession of the Society/Landlord's Space within the stipulated period as mentioned in Clauses 3.15 and 6.4 above, the BOT Partner shall be liable to pay compensation of Rs.20,000/- (Rupees Twenty Thousand) per month to the Society/Landlord till peaceful, vacant possession is made over.

- 8.3 The stamp duty and registration charges and other fees etc. required for execution and registration of the Deeds of Transfer cum Lease of the BOT Partner's Space as also this agreement and the supplementary agreement or agreements hereto, if any, shall be paid by the BOT Partner and/or the Prospective Lessees.
- 8.4 The BOT Partner shall be solely/exclusively responsible for any bad workmanship during construction of the Proposed Building and/or any irregularities regarding the construction of the Proposed Building and/or any mishap occurring due to use of bad materials the construction of the Proposed Building, for a statutory period of 1 (one) year.

ARTICLE - IX - RIGHTS AND OBLIGATIONS OF BOT PARTNER

- 9.1 The BOT Partner shall at its own cost and expenses construct and complete the Proposed Building at the Project Site/Premises in accordance with the Building Plan with good standard materials as per the specification given in **SCHEDULE "D"** hereunder written.
- 9.2 Subject as aforesaid, the decision of the BOT Partner or the Engineer/Architect regarding the quality of the materials shall be final and binding on the Society/Landlord, but the Society/Landlord shall have right of inspection and comment as mentioned in Clause 12.5 below.
- 9.3 The BOT Partner shall install, erect pump, overhead reservoirs and other facilities in the Proposed Building at the costs of the BOT Partner.
- 9.4 The Society/Landlord shall not cause any interference or hindrance in the construction of the Proposed Building unless



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the BOT Partner acts in a manner violative of the terms and conditions of this Agreement.

- 9.5 The BOT Partner shall be entitled to borrow funds for the project from any financial institution and/or any third party on such terms and conditions as it deems fit but without creating any financial liability on the Society/Landlord or affecting its estate and interest and the Society/Landlord's Space described in **SCHEDULE "B"** hereunder written and it is expressly agreed and understood that in no event the Society/Landlord shall be responsible and/or be made liable for non-payment of any dues to the financial institution or the third party, as the case may be, by the BOT Partner. The BOT Partner shall keep the Society/Landlord and the Society/Landlord's Space indemnified against all actions, proceedings, suits, costs, charges and expenses in respect thereof.
- 9.6 Photocopies of all title deeds and documents relating to the Project Site/Premises shall be handed over by the Society/Landlord to the BOT Partner simultaneously with the execution of this Agreement. The Society/Landlord shall always make available for inspection the originals of the said title deeds and documents.
- 9.7 If either Party fails or neglects to perform any of its duties herein provided or otherwise required by law, the Party suffering shall be at liberty to enforce specific performance of contract under Specific Relief Act through arbitration.
- 9.8 Neither the BOT Partner nor the Society/Landlord shall transfer any portion of their respective spaces in the Proposed Building for running any illegal and immoral purposes.
- 9.9 In preparing the Building Plan of the Proposed Building the BOT Partner shall provide for the following:
 - i) Passenger lifts.
 - ii) The basement and part of the ground floor shall be earmarked for necessary car parking and in addition, for generator space and areas for maintenance of various utility services as well as durwan's room and common toilet.



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- 9.10 The BOT Partner shall maintain a site office at its cost, during the entire construction period.
- 9.11 All the existing underground and overhead services such as drainage, sewerage, water supply and telephone in and around the Project Site/Premises shall be kept protected and in service without causing any hindrance or difficulties to the persons using the same, throughout the construction period. If diversion of any such services is required, the same will have to be done by the BOT Partner at its cost with concurrence of the statutory authority.
- 9.12 The BOT Partner will remain responsible for safety of the adjoining structures, public and private, and their users. It shall arrange all protective measures at its cost to protect the life of passer by as well as nearby houses.
- 9.13 The BOT Partner shall be responsible for proper setting out of the works and for the levels, dimensions and alignment of all parts of the works as per the Building Plan. If at any time during the progress of the work any error appears or arises in the position levels, dimensions or alignment or any part of the works, the BOT Partner on being required so to do by the Society/Landlord's authorized technical representative, shall, at its cost and expenses rectify such error. The checking by the Society's authorized technical representative shall not in any way relieve the BOT Partner of its responsibility for correctness and the BOT Partner shall carefully protect all bench marks, sight-rails, pegs and other things used in setting out the works.
- 9.14 The BOT Partner shall provide to the Association one bound set in original and two bound photocopy sets of catalogues, technical specifications, performance data and operation and maintenance instruction/manuals with all special references, list of spare parts with names and addresses of the manufacturers of all electrical and mechanical equipment provided in the Proposed Building. All warranty cards given by the manufacturers shall also be handed over to the Association in original.
- 9.15 The BOT Partner shall produce, on demand, manufactures' test certificates for the various batches of materials, equipment etc.



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supplied by it, if made available by the manufacturer. The tests carried out by it shall be as per the relevant Indian Standards.

- 9.16 For inspection and testing of materials and works at site, the BOT Partner shall provide all checking, testing and gauging tools and equipments such as theodolite, dumpy level, steel tapes, weighing machine, plumb hots, spirit levels, hammers, micrometers, thermometers, stoves, hydraulic test machine, smoke test equipment etc. and concrete cube test machine etc. All such equipment shall be tested for calibration at any recognized and reputed laboratory.

ARTICLE - X - PROPERTY TAX

- 10.1 After the completion of the Proposed Building, the Society/Landlord and the BOT Partner (through the Prospective Lessees n) shall punctually and regularly pay property tax for their respective allocations as per the rates of the concerned authorities or otherwise as may be mutually agreed upon between the Society/Landlord and BOT Partner and both the Parties shall keep each other indemnified against all claims.

ARTICLE - XI - SOCIETY/LANDLORD'S OBLIGATIONS

- 11.1 The Society/Landlord shall not do any act, deed or thing where the BOT Partner is prevented from construction and completion of the Proposed Building and the Society/Landlord shall render all possible cooperation and assistance to the BOT Partner as may be required from time to time for the purpose of construction and completion of the Proposed Building in terms of this Agreement.
- 11.2 The Society/Landlord hereby agrees and covenants to make out a marketable title in respect of the Project Site/Premises free from all encumbrances, liens, *lis-pendens*, attachments and trust whatsoever or howsoever.
- 11.3 The Society/Landlord hereby agrees and covenants with the BOT Partner not to cause any interference or hindrance in the construction of the Proposed Building by the BOT Partner in



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terms of this Agreement and/or not to cause any objection to the BOT Partner (after handing over of the Society/Landlord's Space) transferring or executing any Deed of Transfer cum Lease in respect of the BOT Partner's Space in favour of the Prospective Lessees.

- 11.4 The Society/Landlord hereby agrees and covenants with the BOT Partner not to do any act or thing whereby the BOT Partner may be prevented from transferring any part or portion or whole of the BOT Partner's Space.
- 11.5 The Society/Landlord and the BOT Partner will have the right to transfer and lease, mortgage and/or charge part or whole of their respective spaces in the Proposed Building.

ARTICLE - XII - BOT PARTNER'S OBLIGATIONS

- 12.1 The BOT Partner hereby covenants with the Society/Landlord that the provisions of bid documents/contract or rules framed thereunder applicable for construction of the Proposed Building shall be binding upon the BOT Partner. However the Society/Landlord shall issue a fresh work order which shall be binding upon the BOT Partner.
- 12.2 The BOT Partner hereby agrees and covenants with the Society/Landlord not to do any act, deed or things whereby the Society/Landlord is prevented from enjoying, selling, assigning or disposing off any part or portion or whole of the Society/Landlord's Space.
- 12.3 The BOT Partner shall not delay to give possession to the Society/Landlord of the Society/Landlord's Space after completion of the construction of the Proposed Building. The BOT Partner covenants with the Society/Landlord that it shall hand over the possession of the Society/Landlord's Space to the Society/Landlord within the stipulated period mentioned in Clauses 3.15 and 6.4 above.
- 12.4 The BOT Partner covenants with the Society/Landlord that the BOT Partner shall be solely responsible for quality of materials



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and construction of the Proposed Building and/or any untoward incidents, which include all accidents in the Proposed Building during the period of construction and the BOT Partner shall compensate for loss of life and property in the site during the construction including all litigation costs, if there be any. The Society/Landlord shall have no obligation to pay compensation or be bound by any responsibility, as the case may be.

- 12.5 The Society/Landlord shall have every right to inspect the day-to-day progress of the construction and if any deviation and/or defects are detected/ spotted, then the same shall be rectified.
- 12.6 The BOT Partner shall bear all costs of construction of the Proposed Building including the cost of shifting of tenants i.e. Jodhpur Park Post Office

ARTICLE - XIII - SOCIETY/LANDLORD'S INDEMNITY

- 13.1 The Society/Landlord hereby undertakes that the BOT Partner shall be entitled to the BOT Partner's Space and shall be entitled to transfer and lease out the same without any interference or disturbance **provided** the BOT Partner performs/fulfils all the terms and conditions herein contained and or on its part to be observed and performed and to this effect the Society/Landlord hereby indemnifies and agrees to keep the BOT Partner saved, harmless and indemnified.
- 13.2 The Society/Landlord hereby indemnifies and undertakes to keep the BOT Partner indemnified against all action suits, costs, proceedings and claims that may arise due to any defect in title of the Society/Landlord to the Project Site/Premises and/or any mistake in the measurement of the Project Site/Premises. The Society/Landlord also undertakes that if any suits, claims and demands arise in respect of the Project Site/Premises relating to ownership or measurement, then the Society/Landlord shall solve the same amicably at its own cost to save the BOT Partner from any financial loss, but if any dispute or suits arises between the BOT Partner and the Prospective Lessees due to construction defect, in that case the cost will be born by the BOT Partner.



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ARTICLE - XIV - BOT PARTNER'S INDEMNITY

- 14.1 The BOT Partner hereby undertakes to keep the Society/Landlord indemnified against any claims and actions arising out of any act, deed or thing whatsoever from the side of the BOT Partner.
- 14.2 The BOT Partner hereby undertakes to keep the Society/Landlord indemnified about the development of the Project Site/Premises and in the matter of construction of the Proposed Building and/or for any deviation therein, including collapse of building, loss of life and any untoward incidents at the site.

ARTICLE - XV - MISCELLANEOUS

- 15.1 The Society/Landlord and the BOT Partner have entered into this Agreement purely as supplementary to the Said Agreement executed between them on 17th August, 2007. This Agreement shall always be deemed to be a continuation of the Said Agreement and all documents prior or concomitant thereto save that the provisions of this Agreement shall override the provisions of the Said Agreement and all documents prior or concomitant thereto and wherever a question of interpretation arises, the provisions of this Agreement shall prevail.
- 15.2 It is understood that from time to time to facilitate the construction of the Proposed Building by the BOT Partner various acts, deeds, matters and things not herein specified may be required to be done by the BOT Partner and for which the BOT Partner may need the authority of the Society/Landlord and various applications and other documents may be required to be signed or made by the Society/Landlord relating to which specific provision may not have been made herein. The Society/Landlord hereby undertakes to do all such acts, deeds, matters and things and the Society/Landlord shall execute any such Power of Attorney as may be required by the BOT Partner for the purpose of construction and booking of Lease-cum-Transfer of the BOT Partner's Space and the Society/Landlord also undertakes to sign and execute all additional applications and other documents as may be required and do all such acts, deeds, matters and things which do not, in any way, infringe on the



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rights of the Society/Landlord and/or go against the spirit of this Agreement.

- 15.3 Any notice required to be given shall without prejudice to any other mode of service available be deemed to have been served on the Society/Landlord if delivered by hand and duly acknowledged by it or sent by prepaid registered post with acknowledgment due at the office of the Society/Landlord as mentioned in this Agreement and shall likewise be deemed to have been served on the BOT Partner if delivered by hand and duly acknowledged by it or sent by pre-paid registered post with acknowledgment due at the registered office of the BOT Partner as mentioned in this Agreement.
- 15.4 The BOT Partner shall hand over copies of all documents executed with the Prospective Lessees for the records of the Society/Landlord, after completion of all formalities.
- 15.5 The name of the Proposed Building shall be "Hi-Rise Jodhpur Chambers" or such other name as may be mutually decided by both the Parties.
- 15.6 The Parties mutually agree that in course of execution of this Agreement, if required, both Parties, after discussions, may amend and/or modify the terms and conditions by supplementary agreement through exchange of letters and such letters shall form part of this Agreement.
- 15.7 The bid document purchased by the BOT Partner (then referred to as the Developer) from the Society/Landlord and the terms therein shall form part of this Agreement. If there is conflict between the bid document and this Agreement, the provisions of this Agreement shall prevail.
- 15.8 In the event of the BOT Partner obtaining partial occupancy from the Kolkata Municipal Corporation, the BOT Partner may induct Prospective Lessees into possession **provided however** the Society/Landlord is offered space according to the specified percentage of allocations.



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ARTICLE - XVI - FORCE MAJEURE

- 16.1 The BOT Partner shall not be considered to be liable for any obligation hereunder to the extent that the performance of the obligation was prevented by the existence of Force Majeure and performance of such obligation shall be suspended during the period of Force Majeure.
- 16.2 Force Majeure shall mean flood, earthquake, riot, storm, tempest, riot, strike, pandemic situation, lock out and or any other act beyond the control of the BOT Partner.

ARTICLE - XVII - ARBITRATION

- 17.1 In case of any dispute and difference arising between the Parties with regard to construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability, the same shall be referred to Arbitration within the meaning of the Arbitration and Conciliation Act, 1996 or any other statutory enactment or modification thereof.

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ARTICLE - XVIII - JURISDICTION

- 18.1 The Courts at Alipore and High Court as well as the designated authorities under Section 95 of the West Bengal Co-operative Societies Act, 1983 (as the case may be) shall have jurisdiction to entertain try and determine all actions suits and proceedings arising out of these presents between the Parties hereto.



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**SCHEDULE "A" ABOVE REFERRED TO
(Project Site/Premises)**

ALL THAT piece and parcel of land measuring more or less 11 (eleven) cottah 14 (fourteen) chittack and 38 (thirty eight) square feet, more or less, equivalent to 8,588 (eight thousand five hundred and eighty eight) square feet, more or less, equivalent to 797.8252 (seven hundred and ninety seven point eight two five two) square meter, more or less together with the existing building and structures thereon, situate, lying at and being Municipal Premises No.1, Gariahat Road, Jodhpur Park, Kolkata-700068, Police Station Lake, within the jurisdiction of Ward No.93 of Kolkata Municipal Corporation, Sub Registration District Alipore, District South 24 Parganas, delineated on **Plan A** annexed to this Agreement and bordered in **Red** colour thereon, which is to be treated as a part of this Agreement and butted and bounded as follows:

On the : Petrol pump of Indian Oil Corporation.

North

On the : Municipal Road known as Gariahat Road.

East

On the : Municipal Road.

South

On the : Jodhpur Park Girls School.

West



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**THE SCHEDULE "B" ABOVE REFERRED TO:
(Society/Landlord's Space)**

ALL THAT 47% (forty seven percent) of the constructed area of the Proposed Building to be constructed on the Project Site/Premises, delineated on **Plan B** prepared by the BOT Partner and annexed to this Agreement and bordered in **Red** colour thereon, which is to be treated as a part of this Agreement. The Society/Landlord's Space shall also include 47% (forty seven percent) (1) of all open car parking spaces in the Project Site/Premises and (2) undivided, impartible and indivisible share and/or interest in the Common Facilities And Amenities. The details of the Society/Landlord's Space is as follows:

Location	Space/Allocation
Basement	47% of total sellable car parking
First Floor	Demarcated Space for Jodhpur Park Post Office
Second Floor	Demarcated Space for Jodhpur Park Post Office
Third Floor	Entire
Fourth Floor	Entire
Fifth Floor	Proportionate share



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**THE SCHEDULE "C" ABOVE REFERRED TO:
(BOT Partner's Space)**

ALL THAT 53% (fifty three percent) of the constructed area of the Proposed Building to be constructed on the Project Site/Premises, delineated on **Plan B** prepared by the BOT Partner and annexed to this Agreement and bordered in **Green** colour thereon, which is to be treated as a part of this Agreement. The BOT Partner's Space shall also include 53% (fifty three percent) (1) of all open car parking spaces in the Project Site/Premises and (2) undivided, impartible and indivisible share and/or interest in the Common Facilities And Amenities. The details of the BOT Partner's Space is as follows:

Location	Space/Allocation
Basement	53% of total sellable car parking
Ground Floor	proportionate share car parking + Showroom
First Floor	Demarcated Showroom
Second Floor	In the proportion to make good to the overall percentage of allocation to the Society/Landlord
Fifth Floor	In the proportion to make good the overall percentage of allocation to the Society/Landlord



ADDITIONAL REGISTRAR
OF ASSAM, KOLKATA

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**THE SCHEDULE "D" ABOVE REFERRED TO:
(Specification of Proposed Building)**

**BRIEF SPECIFICATIONS/FINISHES
FOR THE BUILDING COMPLEX
SCHEDULE-I**

Item	Location	Min. Specification/Finishes
1. Structure	i) Columns, Beams, Intermediate Floor Slabs, Roof Slab, Basement Retaining Wall, Lift Well & Pit.	R.C.C., minimum M-20, MS 456 pre-mix. Design essential
	ii) Water Reservoir Ramps, Stairs	-Do-
	iii) Slab on Grade	P.C.C. minimum 1:3:6
2. Wall	i) External	1 st Class brickwork (min. 250 mm thick) with 1:4 cement mortar.
	ii) Internal Partition	1 st Class brickwork (125 mm or 75mm thick) with 1:4 cement mortar with HB netting in alternate layers.
3. Wall Finishes	i) Exterior	Unglazed ceramic tiles similar to Spartex tiles on 20 mm. screed plaster or 1" thick stone facing.
	ii) Interior	i) Plumb cement plaster (1:4) 12/20mm thick As necessary with



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		lime/gypsum putting as necessary.
		ii) Spartex tiles on exposed columns.
4. Basement Wall	External	Minimum 200 mm thick with reinforcement minimum M-20 grade concrete. All joints both horizontal & vertical to be fully water proof.
5. Flooring	i) Commercial Area: All Office Areas, Internal Passage, Toilets, Stairs, Lobby, Entry Steps, Fire Escape Corridor.	Silver grey/coloured cast-in-situ terrazzo (25 mm) with white marble chips with 4:2:1 underlay (S-2114)
	ii) CESC, DG A/C Plant Room, Lift, Machine Re Ahu, Service Room, Electrical Room.	Concrete flooring with metallic hardener mix (4:2:1)
	iii) Courtyard)	8"x8" coloured tiles with single brick flat soling with overlay of 3" thick 1:3:6 <i>beta</i> concrete.
	iv) Roof)	6"x6" coloured tile flooring with 4:2:1 underlay with proper slopes.
	v) Basement Utility Areas Stairs upto Ground Floor Level	Concrete Flooring (4:2:1) with metallic hardener mix with waterproof concrete underlay of



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			minimum 225 mm thick over single brick flat soling with neat cement finish.
6. Ceiling	i) All Over		Plain cement plaster (1:4) minimum 6mm thick with plaster of paris punning.
	ii) Courtyard		Plain cement plaster (1:4) on slab and beams.
7. Skirting	All Over 150 mm High		To match flooring i) Cast-in-situ/pre-cast terrazzo ii) Cement Plaster (As applicable)
8. Dado	Toilets		Glazed ceramic tiles upto 2300 mm high (including 150 mm high cast-in-situ terrazzo skirting).
9. Marble Strips	Window Sills, Nosing On Stairs		<i>Makrana Doongri/Adranga</i> 19 to 22 mm thick With 1:2 mortar.
10. Door (In General)	i) Frame		Malaysian Sal wood minimum 100x80 mm
	ii) Shutters		Kiln seasoned ASCU treated hardwood frame with pre-laminated particle board panels of NOVOPAN or equivalent minimum thick 40 mm.
11. Main Entry Doors at All Levels	i) Frames		20 micron thick anodised Aluminium, 50x130mm, with 100mm stile and



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			lock rails 200mm top and bottom 150mm and 200mm respectively with automatic hydraulic door closers and Godrej lock (heavy knob).
		ii) Shutters	20 micron thick anodised Aluminium frame work with 5.5mm thick clear sheet glass.
1 2.	Windows	All Over	20 micron thick anodised Aluminium frame work with 3.3mm thick of standard section with clear sheet glass with sun-control film, latches and catch hooks.
1 3.	Glazed Curtain Wall	All Over	20 micron thick anodised Aluminium heavy standard section frame work with 5.5mm. thick clear sheet glass with sun-control film.
1 4.	Door/Window Fixtures	All Over	Anodised Aluminium ISI mark, all fittings Tower bolts, hasp bolts, handles, door stoppers and locking arrangements where necessary.
1 5.	Painting	i) Internal Wall & Ceiling in Commercial/Office Areas Including Lobby, Passages, Stairs & Main Rooms of	Acrylic washable distemper (3 coats) over approved primer.



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	Residential Areas	
	ii) Store, Ahu Room, Electric Room, Toilets, CESC, D.G A/C Plant, Pump Room Basement and Other Areas.	White wash (3 coats)
	iii) Wood Work in Railing and Elsewhere using Teak Wood	Spirit polish
	iv) Buried, In Ducts Or Concealed (Metal Pipes)	Bituminous
	v) Steel Work in Stair Railing, Structure, Steel, Wooden Doors, Exposed Gi, Cipepe Lines etc.	2 coats of synthetic enamel paint of approved brand over approved primer.
	vi) Exterior	Water proof cement paint on plastered/Concrete surface.
1. Water Proofing 6.	i) R.C.C. Roof Surfaces	Acrylic Polymer modified cementitious water proofing of CICO, SIKA or FOSROC with overlay of cement plaster 1:2 finished with roof tiles.
	ii) Sunken Portion of Toilets,	i) Two coats of bitumen



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		Canopy	<ul style="list-style-type: none"> ii) Conc. (1:2:4) screening iii) 2 layers bituminous felt
1 7.	Roads/Parking	All Over	RCC 1:2:4 (100mm) thick PCC 1:4:8 (150mm) with proper joints. On sub-grade of <i>ghana</i> metalling (100 mm compacted). Kerb 150mm high & 75 thick With 1:2:4 PCC.
1 8.	Paths/Pedestrian Movement Area	All Over	<ul style="list-style-type: none"> i) Chequered tiles 1:1, 5:3 with 1:3 mortar (in general) over 100mm. PCC 1:4:8 ii) Concrete pavement 100mm. PCC 1:4:8.
1 9.	Sanitary Ware	All Toilets	Vitreous - white shade of HINDUSTAN SANITARY WARE, NYCER, CERA, PARRY of standard size.
2 0.	Fixtures	All Toilets	C.P. of ESSCO, GEM, SOMA, NOVA heavy type, basin waste line through 30mm bottle trap.
2 1.	Pipe Lines	<ul style="list-style-type: none"> i) Sanitary ii) Plumbing 	<ul style="list-style-type: none"> G.I. of TATA B quality concealed pipe line of 20mm dia. C.I., HCl, Glazed (As applicable) check valve, pit valve, stop cock all of leader co.



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	iii	Drainage)	SW pipe – yard gully, gully pits master traps of required size and numbers.
	iv	Rain Water)	PVC (HDPE) nos. as per standard NBC rules.
2	Electrical Wiring	i) Internal	Concealed within HD PVC pipe (Dada brand) Copper Wiring of required section KDK variety with necessary earthing by copper 18g. wire.
2.	(L.T.CABB)		
	ii)	Switch Plugs/Kit Kats	Anchor Brand
	iii	Concealed Wire) Box	Heavy quality of required size Hyland Brand box cover.
	iv	Power Plug) Main Switch Building Earthing	15 Amp. FLORA BRAND Thick requisite diameter G.I. pipe anchored at least 3m below ground with lighting. Lighting Arrestor.
2	Water Supply	i) Overhead Reservoir	SINTEX OR PATTON OF REQUISITE CAPACITY
3.		ii) Deep Tube Well	Required no with column Pipe (minimum 150 mm) fitted with monomet brass REX strainers of minimum 15m length) top 25 metre with enlarger diameter of 200mm with



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submersible or borehole pump and 20 HP motor, yield to be tested. Iron eliminator and Aquaguard to be provided. Quality for bacteriological and chemical test to be checked by recognised Institute.

NOTE:

- 1) Refer Schedule-II for Approved Manufacturer's/Brand name of above items.
- 2) All Workmanship Specifications of the above items would be strictly as per current PDW Specification or Manufacturer's Specification or instructions in order of precedence stated above.
- 3) All building materials like cement, steel, bricks (first class), aggregates, lime etc. shall conform strictly to I.S. Specifications unless otherwise stated in the Contract document. Fineness modulus of sand for concrete shall not be less than 2 and for mortar/plaster between 1.6 and 1.8.
- 4) All samples of bought out items/finishes shall conform to relevant I.S. Specification and should be submitted/shown to Society/Landlord's authorised Technical Representative for approval before installation.
- 5) Society/Landlord's decision shall be final and binding on the BOT Partner regarding clarification of items in this Schedule and Schedule-II.

**LIST OF APPROVED MANUFACTURERS AND BRAND
NAMES
FOR BOUGHT OUT ITEMS AND OTHER MATERIALS**

SCHEDULE-II

Sl. NO.	BRIEF DESCRIPTION	MANUFACTURERS NAME/BRAND NAME
1.	Waterproof Cement Paint	i) Super snowcem ii) Robbialac (J & N) iii) Durocem (Berger)
2.	Steel Primer	i) Berger Paints ii) ICI iii) Jenson & Nicholson iv) Asian Paint
3.	Wood Primer	i) Berger Paints ii) ICI iii) Jenson & Nicholson (Robbialac) iv) Asian Paint
4.	Synthetic Enamel Paint	i) Luxol Hi-Gloss of Berger Paint ii) Robbialac of Jenson & Nicholson iii) ICI
5.	Acrylic Emulsion/DISTEMPER	i) ICI ii) Berger iii) Super Jensonin - J & N iv) Asian Paints
6.	Polyurethane Paint	i) Berger ii) Jenson & Nicholson
7.	Aluminium Doors and Windows	i) Ajit India ii) Indal iii) Alumlite



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		iv)	ECIE
8.	Door Fixture	i)	Everite
		ii)	Godrej
9.	Factory made panel door	i)	Wood India
		ii)	Novopan India Limited
		iii)	National Plywood
10.	Steel window	i)	Hopes Metal Industries (India) Limited
		ii)	Multiwyn
11.	Coloured Ceramic Tiles	i)	Spartek
		ii)	Somani
		iii)	Johnson
12.	Glass	i)	Hindustan Pilkinton
		ii)	Triveni Sheet Glass
		iii)	Indo Ashai Glass
13.	Terrazzo Tiles/Cement Concrete Tile	i)	Bansal
		ii)	Nitco
		iii)	Standard Tiles
14.	Water proofing compound	i)	CICO
		ii)	Sika Qualcrete
15.	Antitermite Chemical Mixture	Ald rin	
16.	C.P. Brass Cupboard Lock	i)	Godrej
		ii)	Everite
17.	G.I. Pipes	i)	Tata
		ii)	ITC
18.	G.I. Fittings (Malleable Cast Iron)	i)	KS
19.	C.P. Brass Stop Tap	i)	ESSCO
		ii)	Soma



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		iii)	Metro
		iv)	Nova
20.	C.P. Brass Bib Tap/Ball Cocks	i)	ESSCO
		ii)	Gem
		iii)	Soma
		iv)	Nova
21.	Heavy cast Iron pipe	i)	ISCO
		ii)	Stewart and Lloyds
22.	High Density Polythene Pipe	i)	Supreme
23.	Glazed Stoneware Pipe	i)	Hind
		ii)	Orissa
24.	Vitreous Chinaware Fixture	i)	Hindustan Sanitary Ware
		ii)	Neycer
		iii)	Parrys
25.	Gunmetal Valves (fullway check and globe valves)	i)	Kirlosker
		ii)	IVC
		iii)	Burn
26.	Check Valve/Globe Valve		Audco
27.	Bituminous Felt		Shalimar
28.	C.P. Waste, Spreaders, Urinal flush pipes	i)	Parko
		ii)	Orient
29.	Metallic Hardener	i)	Ironite
		ii)	Stonite
30.	Phenotherm - Phenolic Board		Bakelite Hytam
31.	Aluminium Grill	i)	Decogrille
		ii)	Duragrill



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32.	Adhesive	i)	Dunlop
		ii)	Favicol
33.	Prelaminated Particle Board	i)	Novapen
		ii)	Anchor
		iii)	Duratuff
34.	Rolling	i)	Anand Industries
		ii)	Mecanico
		iii)	Rama Rolling
		iv)	Bengal Rolling
35.	Hareware	i)	ECIE
		ii)	Godrej
36.	Pressed Steel Frames	i)	Godrej
		ii)	Nagarjuna Steels
37.	C.I. Manholes	i)	B.C.
		ii)	FIF
38.	Water Supply & Drainage Pumps	i)	Kirloskar
		ii)	BE
		iii)	Worthington



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
26 JUN 2023

IN WITNESS WHEREOF the parties hereto put their respective signature and seal on this the day, month and year first above written.

SIGNED SEALED AND DELIVERED by the **SOCIETY/LANDLORD** at Kolkata in the presence of:

The Bengal Secretariat Cooperative Land Mortgage Bank & Housing Society Limited

Prasanna Kishor
Siyamalini Ghosh Ghosh *Prasanna Kumar Ghosh*
Vice Chairman Director/Secretary (Housing) Chairman

1. Kamal K. Basu
80 Late D. Bage
183 Jodhpur Park
Kolkata - 700068

Ashana Bhattacharya
2. d/o Santanu Bhattacharya
7C Kisan Sankar Raj Road
Kolkata - 700001

SIGNED SEALED AND DELIVERED by the **BOT PARTNER** at Kolkata in the presence of:

For HI-RISE APARTMENT MAKERS PVT. LTD.

Pray Kumar
Director

1. Kamal K. Basu
80 Late D. Bage
183 Jodhpur Park
Kolkata - 700068

Ashana Bhattacharya
2. d/o Santanu Bhattacharya
7C Kisan Sankar Raj Road
Kolkata - 700001

Drafted by Mr. Anirban Sarkar (Advocate)
High Court at Calcutta
F/436/313/2020

Anirban Sarkar



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ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA
28 JUN 2020

MEMO OF CONSIDERATION

Received a sum of Rs.10,00,000/- (Rupees Ten Lakh) only from the within mentioned BOT Partner towards non-refundable security deposit.

Bankers Cheque No.	Date	Bank	Amount (Rs.)
679327	14.12.2001	Bank of India	2,00,000/-
020508	10.07.2002	Bank of Baroda	1,00,000/-
020514	13.07.2002	Bank of Baroda	7,00,000/-
		Total:	10,00,000/-

1. Kamalini Bose

2. Ashani Bhattacharya.

The Bengal Secretariat Cooperative Land Mortgage
Bank & Housing Society Limited

(Signature) S. Jayaraman, Director/Secretary (Exec.) Chairman
Vice Chairman

(Society/Landlord)



ADDITIONAL REGISTRAR
OF ASSURANCES, KOLKATA

26 JUN 2023

SPECIMEN FORM TEN FINGER PRINTS

Sl. No.	Signature of the executives and/or purchaser Presentants					
	 	 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
	 	 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little
	 	 Little	 Ring	 Middle	 Fore	 Thumb
		 Thumb	 Fore	 Middle	 Ring	 Little



ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA

28 JUN 2023

SPECIMEN FORM TEN FINGER PRINTS

Sl. No. Signature of the executants and/or purchaser Presentants



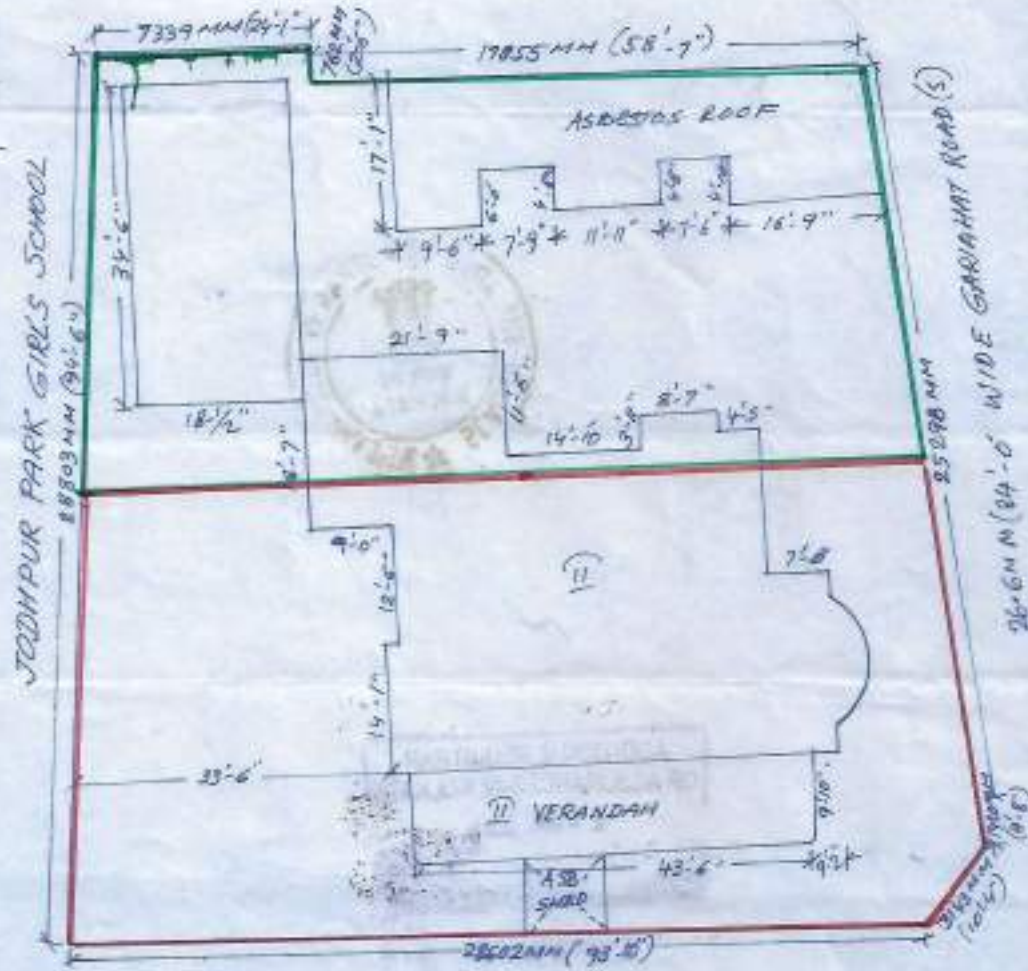
Ravi Raut

	Index	Ring	Middle	Fore	Thumb
	Thumb	Fore	Middle	Ring	Little
	Little	Ring	Middle	Fore	Thumb
	Thumb	Fore	Middle	Ring	Little
	Little	Ring	Middle	Fore	Thumb
	Thumb	Fore	Middle	Ring	Little

PLAN OF JODHPUR PARK ADMINISTRATIVE BUILDING WITH LAND AT PREMISES NO. 1, GARIAHAT ROAD (S), KOLKATA - 700 068.



AREA OF LAND :- 11 K. - 14 CH. - 38 SQ. FT. (MORE OR LESS) SHOWN IN RED COLOUR



For HI-RISE APARTMENT MAKERS PVT. LTD. 25MM (80'-0") WIDE ROAD

Signature
Director

The Bengal Secretariat Cooperative Land Mortgage Bank & Housing Society Limited

Signature
Vice Chairman

Signature
Director/Secretary (Hsg) Chairman

Traced By:
Signature



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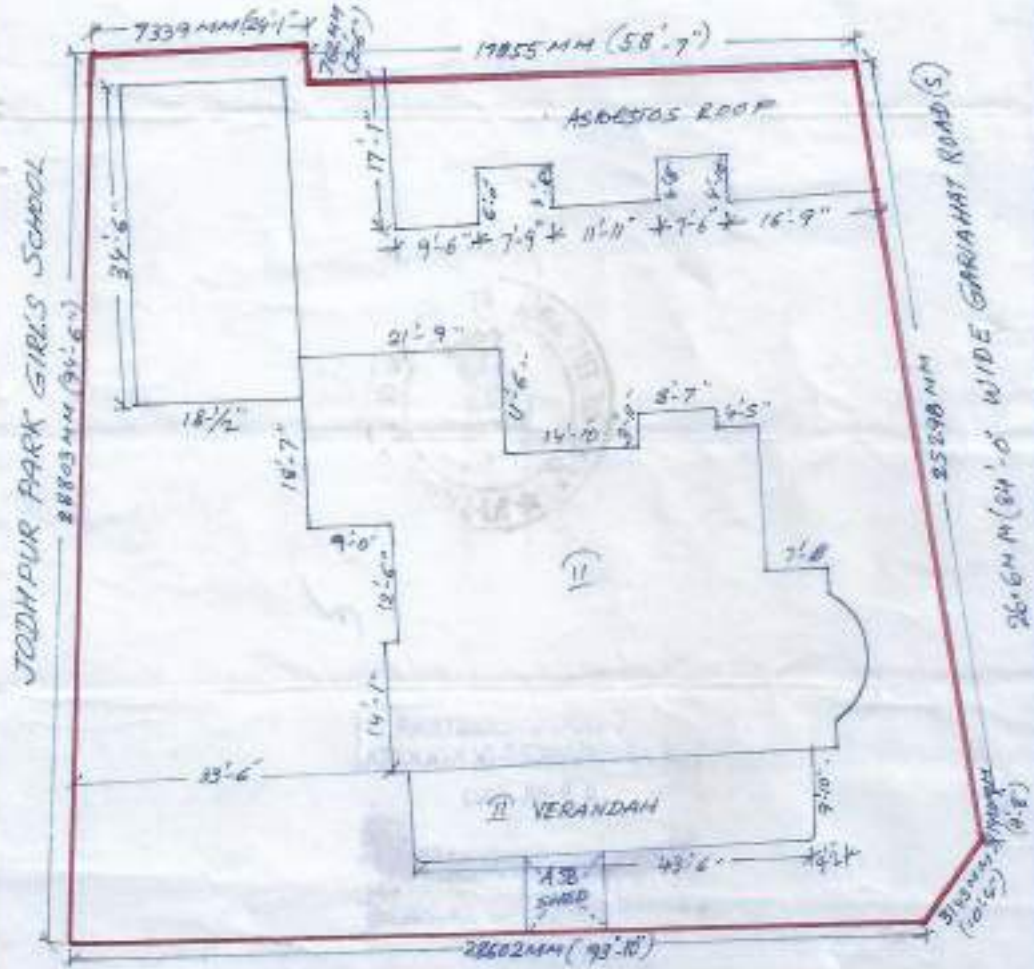
ADDITIONAL REGISTRAR
OF ASSURANCES-IV, KOLKATA
26 JUL 2023

REGISTERED BY THE REGISTRAR OF ASSURANCES, KOLKATA
ON 26/07/2023 AT 11:11 AM

PLAN OF JODHPUR PARK ADMINISTRATIVE BUILDING WITH LAND AT PREMISES NO. 1, GARIAHAT ROAD (S), KOLKATA - 700 068.



AREA OF LAND :- 11 K. - 14 CH. - 38 SQ. FT. (MORE OR LESS) SHOWN IN RED COLOUR



For HI-RISE APARTMENT MAKERS PVT. LTD.

Ray Sanyal
Director

The Bengal Secretariat Cooperative Land Mortgage Bank & Housing Society Limited
 Sanyal Bikash Chandra
 Vice Chairman Director/Secretary (Engg.) Chairman

Traced by
[Signature]
 20/11/2011



REGISTRAR
OF COMPANIES, KOLKATA
26 JUL 2023



Major Information of the Deed

Deed No :	I-1904-09459/2023	Date of Registration	05/07/2023
Query No / Year	1904-2001648001/2023	Office where deed is registered	
Query Date	26/06/2023 2:20:25 PM	A.R.A. - IV KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	Saha And Ray 7C, K.S. Roy Road, Thana : Hare Street, District : Kolkata, WEST BENGAL, PIN - 700001 Mobile No. : 7003630583, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement (No of Agreement : 2), [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
	Rs. 6,24,99,708/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 10,105/- (Article:E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assessment slip.(Urban area)		

Land Details :

District: South 24-Parganas, P.S:- Lake, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Garisbat Road (Jodhpur Park), Premises No: 1, Ward No: 093 Pin Code : 700068

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	11 Katha 14 Chatak 38 Sq Ft		6,24,99,708/-	Property is on Road
Grand Total :				19.6808Dec	0 /-	624,99,708 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED 1, Garisbat Road, Jodhpur Park., City:- Not Specified, P.O:- Lake, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068, PAN No:- AAxxxxx5R, 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	HI RISE APARTMENT MAKERS PRIVATE LIMITED 79B, Rash Behari Avenue, City:- Not Specified, P.O:- Kalighat, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026 , PAN No.:: aaxxxxxxGr,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shyamalendu Bikash Ghosh Son of Saraju Prasad Ghosh 188 Jodhpur Park, City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aaxxxxxx4g, Aadhaar No: 75xxxxxxx1595 Status : Representative, Representative of : THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED (as Secretary)
2	Probal Dutta Son of Purnendu Dutta 367 Jodhpur Park, City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: aaxxxxxx0n, Aadhaar No: 66xxxxxxx1018 Status : Representative, Representative of : THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED (as Secretary)
3	Milan Kumar Batabyal Son of Sambhunath Batabyal 356 Jodhpur Park, City:- Not Specified, P.O:- Jodhpur Park, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxx2g, Aadhaar No: 33xxxxxxx4088 Status : Representative, Representative of : THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED (as Secretary)
4	Ajoy Sen (Presentant) Son of Badal Krishna Sen 79B Rashbehari Avenue Kalighat, City:- Not Specified, P.O:- Kalighat, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700026, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ajxxxxx4e, Aadhaar No: 60xxxxxxx3856 Status : Representative, Representative of : HI RISE APARTMENT MAKERS PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Swapn Kar Son of R N Kar Ka Roy Road, City:- Not Specified, P.O:- Birsa, P.S:-Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN:- 700051			
Identifier Of Shyamalendu Bikash Ghosh, Probal Dutta, Milan Kumar Batabyal, Ajoy Sen			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	THE BENGAL SECRETARIAT CO- OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED	HI RISE APARTMENT MAKERS PRIVATE LIMITED-19.6808 Dec

On 26-06-2023

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

Presented for registration at 17:45 hrs on 26-06-2023, at the Private residence by Ajoy Sen .

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 6,24,99,708/-

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

Execution is admitted on 26-06-2023 by Probal Dutta, Secretary, THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED (Society), 1, Gariahat Road, Jodhpur Park,, City:- Not Specified, P.O:- Lake, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Identified by Swapn Kar, ., Son of R N Kar, Ks Roy Road, P.O: Birati, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Service

Execution is admitted on 26-06-2023 by Milan Kumar Batabyal, Secretary, THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED (Society), 1, Gariahat Road, Jodhpur Park,, City:- Not Specified, P.O:- Lake, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Identified by Swapn Kar, ., Son of R N Kar, Ks Roy Road, P.O: Birati, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Service

Execution is admitted on 26-06-2023 by Ajoy Sen, Director, HI RISE APARTMENT MAKERS PRIVATE LIMITED (Private Limited Company), 79B, Rash Behari Avenue, City:- Not Specified, P.O:- Kalighat, P.S:-Kalighat, District:-South 24-Parganas, West Bengal, India, PIN:- 700028

Identified by Swapn Kar, ., Son of R N Kar, Ks Roy Road, P.O: Birati, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Service

Execution is admitted on 26-06-2023 by Shyamalendu Bikash Ghosh, Secretary, THE BENGAL SECRETARIAT CO-OPERATIVE LAND MORTGAGE BANK AND HOUSING SOCIETY LIMITED (Society), 1, Gariahat Road, Jodhpur Park,, City:- Not Specified, P.O:- Lake, P.S:-Lake, District:-South 24-Parganas, West Bengal, India, PIN:- 700068

Identified by Swapn Kar, ., Son of R N Kar, Ks Roy Road, P.O: Birati, Thana: Dum Dum, , North 24-Parganas, WEST BENGAL, India, PIN - 700051, by caste Hindu, by profession Service

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

On 30-06-2023

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105.00/- (B = Rs 10,000.00/- , E = Rs 21.00/- , J = Rs 55.00/- , M(a) = Rs 25.00/- , M(b) = Rs 4.00/-) and Registration Fees paid by by online = Rs 10,021/- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/06/2023 2:28PM with Govt. Ref. No: 192023240111348641 on 26-06-2023, Amount Rs: 10,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKX2607597 on 26-06-2023, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by online = Rs 74,921/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 26/06/2023 2:28PM with Govt. Ref. No: 192023240111348641 on 26-06-2023, Amount Rs: 74,921/-, Bank State Bank of India (SBIN0000001), Ref. No. CKX2807597 on 26-06-2023, Head of Account 0030-02-103-003-02



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

On 05-07-2023**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,105.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/- , J = Rs 55.00/- ,M(a) = Rs 25.00/- ,M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 84,00/-

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100.00/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 7226, Amount: Rs.100.00/-, Date of Purchase: 16/05/2023, Vendor name: M GHOSH



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

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1904-2023, Page from 519409 to 519482
being No 190409459 for the year 2023.



Mohul

Digitally signed by MOHUL
MUKHOPADHYAY
Date: 2023.08.08 16:14:41 +05:30
Reason: Digital Signing of Deed.

(Mohul Mukhopadhyay) 2023/08/08 04:14:41 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - IV KOLKATA
West Bengal.

(This document is digitally signed.)