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Certified that the document is a true and correct copy of the original document.

Registrar  
Alipore, South 24 Parganas

10 MAY 2023

**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** is executed at Kolkata on this 10<sup>th</sup> day of May Two Thousand Twenty Three **BETWEEN**

SL. NO. 45394 DT. 27/04/23

NAME. Rupayan Projects. Pvt. Ltd.

ADDRESS. 2/38, Chandan Nath Chatterjee St.

Kol- 25

RS. 1000/-

← A.

TANMOY KAR PURKAYASTHA  
(STAMP VENDOR)  
ALIPORE POLICE COURT  
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10 MAY 2023  
South 24 Parganas  
Kolkata-700027

Gubhanshumaba Chatterjee  
Advocate  
S/o. Late P.C. Chatterjee  
Alipore Police Court  
Kol- 700027



(1) **CLASSIC DEVELOPERS**, having PAN: AAQFC7792P, a partnership firm, having its office at 129, Radha Bazaar Street, Ground Floor, Room No.1, Post Office Kalutola, Police Station - Hare Street, Kolkata - 700001, constituted by its partners (a) **BRIJESH SURESH SHAH**, having his PAN AMHPS8542C, Aadhaar No.7203 0553 7958, son of Late Suresh Vrajlal Shah, by faith - Hindu, by occupation - Business, residing at The Elgin Housing Co-operative Society, 7B, Elgin Road, 9<sup>th</sup> Floor, Post Office - L.L.R. Sarani, Police Station - Bhawanipore, Kolkata - 700020, (b) **SHREE GIRIRAJJI AGENCIES PRIVATE LIMITED**, a Registered Company within the meaning of the Companies Act, having its PAN: AATCS1904M, having its registered office at 2<sup>nd</sup> Floor, 129, Radha Bazaar Street, Post Office Kalutola, Police Station - Hare Street, Kolkata - 700001, (c) **YOGESH VINOD KUMAR BADIYANI**, having PAN: AAQPB8605A, Aadhaar No.8377 8138 6060, son of Mr. Vinod Kumar Badiyani, residing at of Flat 1-B, 1<sup>st</sup> Floor, "Debaloy", 13C, Rammoy Road, Post Office - L.L.R. Sarani, Police Station- Bhawanipore, Kolkata - 700025 and (d) **PARAG SURESH SHAH**, son of Late Suresh V. Shah, having PAN: ALXPS7722F, Aadhaar No.5323 7621 3761, residing at Flat No.3B, 3<sup>rd</sup> Floor, "Anand", 57A, Paddapukur Road, Post Office - L.L.R. Sarani, Police Station - Bhawanipore, Kolkata - 700025, represented by two of its Partners being its authorized signatories namely **BRIJESH SURESH SHAH**, having PAN: AMHPS8542C, Aadhaar No.7203 0553 7958, son of Late Suresh Vrajlal Shah, by faith Hindu, by occupation - Business, residing at The Elgin Housing Co- operative Society, 7B, Elgin Road, 9<sup>th</sup> Floor, Post Office - L.L.R. Sarani, Police Station - Bhawanipore, Kolkata - 700020 and **YOGESH VINOD KUMAR BADIYANI**, having PAN: AAQPB8605A, Aadhaar No.8377 8138 6060, son of Mr. Vinod Kumar Badiyani, residing at of Flat No.1-B, 1<sup>st</sup> Floor, "Debaloy", 13C, Rammoy Road, Post Office - L.L.R. Sarani, Police Station - Bhawanipore, Kolkata - 700025 and (2) **RUPAYAN PROJECTS PRIVATE LIMITED**, PAN: AAECR0073R, a Company incorporated under the Companies Act, 1956, having its registered office at 2/3B, Chandra Nath Chatterjee Street, Post Office and Police Station - Bhawanipore, Kolkata - 700025, represented by its one of the Directors **SRI SABYASACHI DEY**, having PAN: AGLPD1876C, Aadhaar No. 7939 6101 5773, son of Late Bikash Kumar De, by faith - Hindu, by occupation - Service, residing at 15/A, Chunapukur Lane, Post Office - Sakharitola, Police Station - Munchipara, Kolkata - 700012, vide resolution of Board of Director's dated 16-08-2021, hereinafter jointly called and referred to as the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns) of the **ONE PART**.

#### **A N D**

**RUPAYAN PROJECTS PRIVATE LIMITED**, PAN: AAECR0073R, a Company incorporated under the Companies Act, 1956, having its registered office at 2/3B, Chandra Nath Chatterjee Street, Post Office and Police Station - Bhawanipore, Kolkata - 700025, represented by its one of the Directors **SRI SABYASACHI DEY**, having PAN: AGLPD1876C, Aadhaar No. 7939 6101 5773, son of Late Bikash Kumar De, by faith - Hindu, by occupation - Service, residing at 15/A, Chunapukur Lane, Post Office - Sakharitola, Police Station - Munchipara, Kolkata -



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700012, vide resolution of Board of Director's dated 25-04-2023, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors-in-interest and assigns) of the **OTHER PART**.

**WHEREAS:**

- a) The Owners herein are the Owners of ALL THAT the piece and parcel of land measuring 5 (five) Cottahs 12 (twelve) Chittacks be the same a little more or less being the Premises No.97A, Harish Mukherjee Road, Post Office Kalighat, Police Station - Bhawanipore, Kolkata - 700026, within the limits of The Kolkata Municipal Corporation, Ward No. 073 in Mouza - Kalighat, Touzi No.2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram, Division - 6, Sub-Division 'E', being part or portion of Holding No.243 formerly 28, formerly comprising Calcutta Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane, District: South 24-Parganas together with easements and other rights appurtenant thereto, more fully and particularly described in the "FIRST SCHEDULE" written hereunder and hereinafter referred to as the "Said Property".
- b) The details of Ownership of the 'Said Property' are more fully and particularly mentioned in the "SECOND SCHEDULE" hereunder written.
- c) The Developer is having vast experience in the development of Real Estate, with sufficient infrastructure and finance and has undertaken development of Various Residential and Commercial Building around the city.
- d) The Owners herein have approached the Developer for development of their 'Said Property' by constructing hereinafter appearing.
- e) The Developer has agreed to undertake development of the 'Said Property' by constructing multi-storeyed building complex, on the terms and conditions hereinafter appearing.
- f) Prior to the execution of this Agreement, the Developer has made necessary searches and investigations concerning the marketable title of the Owners in respect of the "Said Property" and upon being fully satisfied with the title of the Owners, the Developer has discussed with the Owners, the terms and conditions upon which the development of the said project on the said property will be undertaken and accordingly both parties herein, have agreed to enter into this Agreement for development and execution of the said project on the terms and conditions set forth hereinafter.



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**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

#### **CLAUSE - 1**

##### **Definitions & Interpretations**

- I. In this Agreement and in all its amendments, unless the subject or context otherwise requires or calls for a different interpretation, the following expressions shall have the meanings as set forth below:-

**"Advances and Deposits"** shall mean the amounts received as advance against application of provisional booking/ booking amounts from the intending transferees/ purchasers of constructed areas units in the proposed project;

**"Agreement"** shall mean this Development Agreement including all its schedules and shall also include any modifications, amendments or supplements that may be incorporated or adopted from time-to-time by the Parties in writing;

**"Architect"** shall mean any architect or consultant or firm of architects whom the developer with the consent of the Owners may from time to time appoint for designing, planning and execution of the Project.

**"Building Plan"** shall mean the Building Sanction No. 2021090070 dated 09/02/20022 for construction of G+IV storied residential building and shall include any amendments thereto or modifications thereof made or caused as may be necessary and/or required from time to time as per law.

**"Common Areas and Installations"** shall according to the context mean and include the areas installations and facilities comprised in and for the individual Buildings and/or the said property and/or any part or parts thereof as may be expressed or intended by the Developer from time to time for use in common with rights to the Developer to keep any part or parts of the Common Areas and Installations as being meant for use by the select category or group of Interested Buyers and such other person/s as the Developer may deem fit and proper. A tentative list of the proposed Common Areas and Installations is mentioned as the "SECOND SCHEDULE" hereunder written but the same is subject to modifications or changes as may be made by the Developer therein.

**"Building Complex"** shall mean and include the said property and the New Buildings there at with the Common Areas and Installations. The Building Complex shall be known as "RUPAYAN DAHLIA" or by such name as maybe decided by the Developer;

**"Common Areas and Facilities"** shall mean and include corridors, hallways, stairways, landings, lift/s, lift room, water reservoir, pump room, passageways, driveways, and other spaces as may be required for providing the necessary amenities and facilities whatsoever required for the establishment and enjoyment





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of the flat Owners/ occupiers of the Project, as agreed and earmarked by the Parties.

**"Developer"** shall mean **M/S RUPAYAN PROJECTS PVT LTD** and shall include its successors or successors-in-interest and/or assigns.

**"Extras and Deposits"** shall include amounts receivable under the heads as mentioned in the "FOURTH SCHEDULE" hereto subject to any modifications and/or alterations that the Developer may make thereto in consultation with the Owners.

**"Internal Agreed Proportion"** shall mean the proportion of sharing of the Owners Allocation inter se amongst the Owners as mentioned in the "SIXTH SCHEDULE" hereto.

**"Owners Allocation"** shall according to the context mean 50% (Fifty Per Cent) of the Realizations as revenue sharing.

**"Developers Allocation"** shall according to the context mean 50% (Fifty per cent) of the Realizations as revenue sharing.

**"Agreed Ratio"** shall mean the ration of sharing or distribution of Realization as Revenue sharing and others hereunder between the Owners and the Developer which shall be 50% (Fifty per cent) belonging to the Owners jointly and 50% (Fifty per cent) belonging to the Developer, the same is more fully described in the "FIFTH SCHEDULE".

**"Force Majeure"** means, act of God, act of Public enemy, blockade, bomb blast, bomb threat, damage to or destruction of equipment, destruction of subject matter of this Agreement, earthquake, epidemic, embargo, explosion, fire, flood, hurricane, tornado or other weather condition, government action, inaction or change in law, government acquisitions or requisitions, inability to act due to government action, interruption and/or shortage of supply of goods and construction materials and/or skilled manpower, lockout, natural or artificial disaster, other industrial disturbance, peril, danger or action at sea, power outage, riot, sabotage, severe weather, strike, terrorist act, war and written notice of such event has been provided by the Party affected to the Other Party within reasonable time.

**"Gross Sale Proceeds"** shall mean the total proceeds of sales or consideration received/ receivable from the Transferee(s)/ Purchaser(s) against Transfer of the flats/ units in the Project together with other rights and interests including Goods & Services Tax.

**"Interested Buyers"** shall mean the persons to whom any Saleable Areas in the Building Complex is sold or agreed to be sold;



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**"Said Property"** shall mean land comprised in at Premises No.97A, Harish Mukherjee Road, Post Office - Kalighat, Police Station- Bhawanipore, Kolkata - 700026, within the limits of The Kolkata Municipal Corporation, Ward No.073, Borough - IX, in the District of South 24-Parganas.

**"Sanctioning Authority"** shall primarily mean Kolkata Municipal Corporation and/or any other statutory authority (ies) entrusted by the Government already sanctioned vide Building Sanction No. 2021090070 dated 09/02/20022 for construction of G+IV storied residential building and accord the necessary permission, clearance & NOC as may be necessary to complete the project.

**"Net Sale Proceeds"** shall mean Gross Sale Proceeds less Goods & Services Tax (GST) as may be applicable from time to time.

**"Owners"** shall mean Party of the One Part and shall include its successors or successors-in-interest and assigns.

**"Parties"** shall mean collectively the Owners and the Developer and "Party" means individually each of the Parties.

**"Said Project"** shall mean the design, development; and construction of new residential G+4 storied building, with an additional proposed floor, on the Said Property comprising of various self-contained independent flats/ apartments along with other spaces. Car parking areas, necessary infrastructure facilities and Common Areas and Facilities in accordance with the Building Sanction No. 2021090070 dated 09/02/20022 sanctioned by the Kolkata Municipal Corporation and other permissions, clearances from the concerned authorities.

**"Transfer"** shall mean and include a transfer pursuant to the execution of the sale/ lease deed, other documents etc. in respect of a unit/ flat in the Project or any part or portion of the buildings comprised in the Project and/ or transfer by possession either after completion of the project or at mutually agreed date or by other means adopted for affecting what is understood as a transfer of space in a building to transferee(s)/ purchaser(s)/ lessee(s)/ licensee(s) thereof although the same may not amount to a transfer in law.

**"Transferee/ Purchaser"** shall mean a person to whom any flat/ unit or any part or portion of the buildings in the Project will be sold and transferred.

**"Saleable Areas"** shall mean residential flats/ apartments with right of car parking and use of specified common areas to be duly demarcated for the said purpose.

**II. In this Agreement, unless the context otherwise requires:**

The headings are not to be considered part of this Agreement and they are solely inserted for convenience and reference purposes only and shall not affect the construction/ interpretation of this Agreement;





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Words importing the singular include the plural and vice versa and word importing a gender include each of the masculine, feminine and neutral gender and

Reference to any Act whether general or specific shall include any modification extension or re-enactment of it for the time being in force and all instruments orders plans regulations bye-laws permissions or directions at any time issued under it.

## **CLAUSE - 2**

### **Purpose & Commencement**

- I. This Agreement describes the terms and conditions for implementation of the Project and outlines the key roles and responsibilities of the Parties and also the entitlements of each Party. Each Party shall carry out and perform its respective obligations in accordance with the terms and conditions set out in this Agreement, aimed at the implementation of the Project.
- II. This Agreement shall be deemed to have commenced on and with effect from the date hereof.

## **CLAUSE - 3**

### **GRANT OF LICENSE & CONSIDERATION**

- I. The Owners do hereby permit and grant license and permission to the Developer, with right and authority to build upon Said Property by constructing one or more building(s) thereon in accordance with sanctions/ permissions herein mentioned and to sell, transfer and dispose of or agree to sell transfer and dispose of the constructed areas either after completion of the project or at mutually agreed date to persons desirous of owning or otherwise acquiring the same for a consideration and on terms and conditions as may be mutually decided by the parties.
- II. The Developer shall be entitled to undertake the construction work at the Said Property and the Owners shall allow the access for the sole purpose of carrying out and completing the development and commercial exploitation of the Said Property. The legal domain, possession and control of the said property shall continue to vest with the Owners till the time transfer of undivided share of land to Transferee(s)/ Purchaser(s), after completion of the project.
- III. In as much as the construction on the Said Property is concerned, the Developer shall act as a Licensee of the Owners and shall be entitled to be in permissive access to the Said Property as and by way of a Licensee of the Owners as understood under section 82 of the Indian Easements Act, 1882 to carry out the construction of the proposed project, save and except that the Developer shall not be entitled to create any processionary right over the Said Property which could be construed as transfer of the property within the meaning of any Law.
- IV. The Project shall be of uniform construction with standard first-class building materials and best workmanship as per the Specifications mentioned in the Third Schedule hereunder written and approved by the Architect appointed.



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- V. In consideration of the Owners granting license to the Developer and the Developer agreeing to construct and complete the Project at its cost and expense, the Owners and the Developer shall jointly Transfer the flats/ units and other rights and benefits in the Project and share the Net Sale Proceeds received from the prospective Transferees/ Purchasers in the Agreed Ration more fully described in the Fourth Schedule hereunder written. The aforesaid agreed consideration amount to Owners shall be paid on yearly basis or at mutually agreed period.
- VI. The Developer shall be entitled to receive consideration/ allotment money/ advance consideration, etc. in its own name in respect of sale of the Units and other areas comprised in the Project and give receipts thereof. The sale proceeds in respect of all sales of the Units in the Project as also the GST thereon payable by the Transferees/ Purchasers shall be deposited in a separate bank account.
- VII. The Owners hereby agree and the Developer hereby agrees, undertakes and acknowledges that subsequent to registration of the proposed residential project with appropriate Authority, the Developer shall exclusively be entitled to receive booking, enter into agreement for sale allotment for sale of any unit, flat, apartment or any other space/ area in the Project to be developed or constructed over the "Said Property".
- VIII. The necessary accounts and statements pertaining to Transfer of Flats/ Units and other rights and benefits in the Project and sharing of Net Sale Proceeds will be maintained by the Developer for each financial year.

#### **CLAUSE - 4**

##### **Representations and Covenants of the Owners**

The Owners hereby declare and covenant with the Developer as follows:-

- A. The Owners are absolute Owners of the Said Property.
- B. The Said Property is free from all encumbrances, charges, liens, lispendens, acquisitions, requisitions, attachments and trusts of whatsoever or howsoever nature.
- C. The said property is mutated in the names of the Owners in the records of the Kolkata Municipal Corporation.
- D. The Owners have the absolute right and authority to enter into this Agreement with the Developer in respect of the Said Property.
- E. During the subsistence of this Agreement, the Owners shall not transfer and/ or part with the Said Property or any portion thereof.
- F. The Owners shall execute a registered power of attorney in favour of the Developer to enable, empower and authorize the Developer, its men, officials, employees and representatives to do all such acts, deeds and things necessary to effectively carry out, implement and complete the construction of the Said Project,



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sale of flat/ Units or constructed spaces in terms of this agreement and execution of Deed of Conveyance on behalf of Owners.

#### **CLAUSE - 6**

##### **Representations and Covenants of the Developer**

The Developer hereby undertakes and covenants with the Owners as follows:-

- A. In addition to and not in derogation or substitution of any of the obligations, undertakings, terms and conditions or covenants set out elsewhere in this Agreement, the Developer shall undertake the development, design, engineering, procurement, construction, completion, commissioning, implementation, management and administration of the Project, including without limitation the necessary infrastructure and Common Areas and Facilities in accordance with the sanctioned Building Plan and other approvals and the provisions of this Agreement. The Developer shall, for such purposes do all such acts, deeds and things, as may be required under this Agreement.
- B. All costs, charges and expenses for the development and implementation of the Project till its completion (including permission of all requisite clearances, sanctions etc.) shall be borne and paid by the Developer.
- C. The Developer shall comply with all applicable laws, clearances and applicable permits (including renewals as required) in the performance of its obligations under this Agreement.
- D. The Developer shall discharge its obligations in accordance with Good Industry Practice.
- E. The Developer acknowledges and recognizes that time is the essence of this Agreement and that the performance of its obligations shall be construed accordingly.
- F. The Developer shall indemnify, protect, defend and hold harmless the Owners and its officers, employees and agents from and against any and all demands, claims, suits and causes of action and any and all liability, costs, expenses, settlements and judgements arising out of the failure of the Developer to discharge its obligations under this Agreement and to comply with the provisions of applicable laws and permits.
- G. The Developer shall ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions.
- H. The Developer shall not transfer and/or assign this Agreement without the consent of the Owners in writing nor shall create any charge or encumbrance in respect of its interest in the project.
- I. The Developer shall comply with the requirements and requisitions of the Sanctioning Authority and other authorities relating to the construction of the





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Project and to obtain necessary approval/s, consent/s and license/s from the appropriate authorities as and when required.

- J. The Developer shall not employ (directly or indirectly) and child labour for carrying out construction work at the Said Property.
- K. The Developer shall take necessary precautions to avoid nuisance, annoyance, inconvenience, injury, loss, and damage, interference to the occupiers of the adjoining or neighbouring properties or to the public.
- L. The Developer shall ensure that upon completion of the Project, all surplus materials, rubbish and waste are cleared of and removed from the said property as well as roads and pavements adjoining the Said Property.

#### **CLAUSE - 7**

##### **Access to Said Property**

- I. The Owners shall give the right to way and access of the Said Property to the Developer for the development of the Project upon commencement of work.
- II. Within 7 days after the Developer having obtained all necessary permissions, approvals and sanctions, the Developer shall be entitled to commence, carry out construction of the Project as per the Specifications fully mentioned in the Third Schedule hereunder written.
- III. The Developer shall be entitled to right of way and access of the Said Property as licensee, for the purpose of construction and allied activities during the subsistence of this Agreement and until such time the Project is completed in all respects. During such period the Owners shall not prevent the Developer or in any way interfere with the construction of the Project on the Said Property, except in such circumstances when the Owners have reasons to believe that the Developer is not carrying out its function in terms of this Agreement.
- IV. The physical possession of the Said Property shall be under the full control and possession of the Owners and except the right of way and access to the Said Property, the Developer shall have no other right in respect of the same. It is clarified that the Developer shall have no power or authority to part with the possession of the said property or any portion thereof.

#### **CLAUSE - 8**

##### **Title Deeds & Building Plans**

- I. All original documents of title relating to the said property exclusively shall be kept in the custody of the Owners.
- II. The Owners shall produce, give copies and extracts of and from the said original documents of title before government and semi government bodies and authorities, municipal and land authorities, local authorities, statutory bodies, courts, tribunals, judicial and quasi-judicial forums, service providers, Interested Buyers, banks and financial institutions providing finance to the Developer and Buyer/ Interested Buyer and other persons and authorities as may be required. The owners agree to submit the original title deeds to any bank or financier



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providing finance to the Developer for the construction of the Building Complex. The Developer shall keep the Owners fully indemnified in this behalf.

- III. The Developer shall be entitled from time to time to cause modifications and alterations to the building plans submitted or sanctioned or to submit revised building plans in such manner and to such extent as the Developer may, deem fit and proper but with the consent of the Architects. All fees, costs, charges and expenses in respect of such modifications and alterations shall be borne and paid by the Developer.
- IV. With effect from the date of execution hereof the Developer shall be entitled at its own costs to cause survey and soil testing work at the said property and other preparatory works relating to the sanction of plans for the New Building.

#### **CLAUSE - 9 : SALE**

- I. The Developer shall negotiate with prospective Interested Buyers intending to own and/or acquire Units, Parking Spaces and other saleable spaces/ constructed areas in the building complex on the terms and conditions hereinafter contained.
- II. The Owners shall sell undivided shares in land attributable to Units in favour of the interested buyers by executing the deeds of Conveyance in respect thereof only upon completion of construction of the concerned saleable Areas.
- III. The Developer shall be entitled to undertake sales promotion and marketing for sale of the Units, Parking Spaces and other saleable spaces/ constructed areas in the Building Complex to advertise and publicise the same in media, can appoint marketing and sale agents therefore in such manner and on such terms and conditions as it may deem fit and proper.
- IV. The Developer shall accept bookings of any Unit, Parking Space or other saleable space/ constructed area in the Building Complex in favour of any Interested Buyer and to allot the same and enter upon agreements in connection therewith and if necessary to cancel, revoke or withdraw the same.
- V. The Developer may receive the Realizations including earnest money, instalments, part payments, consideration, Extras, Deposits and other amounts on any account receivable from the Interested Buyers and other persons in respect of the Building Complex or any part or share thereof in its own name and shall give receipts for the same which shall fully discharge the payee thereof.
- VI. The consideration for which the Developer shall open the bookings and/or for which the Units, Parking Spaces and other saleable areas will be transferred by the Developer shall be such as be determined by the Developer from time to time in consultation with the Owners and the marketing persons appointed for the purpose.
- VII. The bookings, allotments, agreements, receipts, confirmations, applications, final sale deeds relating to sale of the Units, Parking Spaces and other Saleable areas



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shall be executed by the Developer and the Owners (wherever required) Provided That the Owners shall execute and register the final sale deeds thereby conveying the proportionate share in land attributable to the Units or other Saleable Areas conveyed thereby subject however to the receipt of the share of Realization in respect thereof in terms hereof.

- VIII. The Owners may if so required by the Developer from time to time authorize and empower the Developer for execution and/or registration of the agreements, sale deeds and other contracts and documents by executing one or more power of attorney in favour of the Developer provided that the authority to execute any sale deed shall be conferred only upon completion of the Building Complex or any phase thereof relevant to the completed areas.
- IX. Marketing Costs: All costs of brokerage, commission and like other amounts relating to sale as also any interest, damage or compensation payable to any Interested Buyer or other person relating to the Building Complex shall be borne by the Developer.

#### **CLAUSE - 10**

##### **Realization and Distribution**

- I. The parties agree as follows:-
- a) The Owners jointly shall be entitled, in the Internal Agreed Proportion, to a specific 50% (Fifty Per Cent) of the Realization from the Building Complex as Revenue Sharing;
  - b) The Developer shall be entitled to a specific 50% (Fifty Per Cent) of the Realization from the Building Complex as Revenue Sharing
- II. The Developer shall simultaneously pay to the Owners in respect of the Units or other Saleable Areas their share (as per Agreed Ratio) in the Realization in the way described in the SECOND SCHEDULE.
- III. All payments made by the Developer to the Owners shall be subject to any errors or omissions and the consequent accounting and settlement when detected. Further in case due to cancellation of any booking or agreements/ contracts or any other reason, any part of the Realization becomes refundable or payable to any Interested Buyer and/or any interest or compensation is payable to any Interested Buyer or any other person in connection with the Building Complex or any part thereof, the Realizations in the hand of the Developer may be used for the purpose or the same shall be adjustable out of the future payments of the Owners' share of the Realization received by the Developer and otherwise, the same shall be paid by the Owners to the Developer.
- IV. The Developer shall maintain proper accounts pertaining to the sales and Realizations received in respect of the Saleable Areas and the Owners shall have at all times full and free access and liberty to inspect such Books of Accounts of the Developer relating to Realizations in respect of the Saleable Areas. For the purpose of accounting and settlement, the parties shall if so required by the Developer or found necessary, make all necessary entries and adjustments in





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their respective books of accounts in respect of their respective shares of the incomings and outgoings pertaining to the Realizations from the Building Complex.

- V. After fulfilment of this Agreement or at such time as the parties mutually agree, the final accounts pertaining to the entire period of continuance of this Agreement shall be made and finalized by the parties.
- VI. The audited accounts of the Building Complex as on any given date shall be deemed to be final and accepted (save for any errors or omissions on the face of the record) if no objection from any party is received in respect thereon within 30 (thirty) days of such given date.
- VII. Any Extras and Deposits that may be taken from the Interested Buyers shall be taken separately by the Developer and the Owners shall have no concern therewith.

#### **CLAUSE - 11**

##### **Date of Completion**

- I. Subject to force majeure and subject to the Owners not being in default in compliance of their obligations hereunder, the Developer shall construct the Building Complex within **3 (three) years from the date of execution of this Development Agreement**, with a further period of 4 months (hereinafter referred to as "the Grace Period"). It is clarified that Completion shall mean the Developer obtaining a completion certificate from the appropriate authority.

#### **CLAUSE - 12**

##### **CONSTRUCTION OF THE BUILDING COMPLEX**

- I. The Developer shall construct and build the Building Complex at the said property in accordance with the Building Plans and to do all acts deeds and things as may be required for the said purposes in compliance with the provisions of the relevant acts and rules of the Appropriate Authority in force at the relevant time.
- II. The Developer shall construct erect and complete the Building Complex in a good and workman like manner with good quality of materials and shall construct and finish the same in accordance with the Specifications mentioned in the "THIRD SCHEDULE" hereto save as may be modified or altered by mutual consent or approval of the Architects and the Developer shall obtain necessary completion or occupancy certificates, as applicable in respect of such construction from the appropriate authorities or persons.
- III. The Developer shall apply for and obtain temporary and/or permanent connections of water, electricity, power, drainage, sewerage and/or other utilities inputs and facilities from all State or Central Government Authorities and statutory or other bodies required for the construction and use of the Building Complex.
- IV. The Developer shall be authorised and empowered in its own name and also in the name of the Owners, insofar as may be necessary, to apply for and obtain electricity, water, tube wells, drainage etc. and all permissions, approvals and



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clearances from any authority whether local, state or central for the same and for the construction of the Building Complex and also to sign and execute all plans/ building plan sketches papers and applications and get the same submitted to and sanctioned by the appropriate authority or authorities from time to time for demolition, making additions and/or alterations, constructions and/or reconstructions on the said property or any portion thereof and/or for obtaining any utilities and permissions.

- V. The Developer shall be entitled to procure all building and construction materials, fittings, fixtures, common installations etc. (viz. steel, cement, sand, bricks, water pump, flooring materials, electrical, sanitary fittings etc.), construction equipment's and/or any type of machinery required (viz. loaders, vibrators, crushers, mixers, crusher, mixer, tools etc.) for construction of the Building Complex.
- VI. The Architects and the entire team of people required for execution of the Building Complex shall be such person as may be selected and appointed by the Developer in its sole discretion. The Developer shall be entitled from time to time to appoint engineers, consultants, planners, advisors, designers, experts and other persons of its choice as may be necessary. The Developer shall also appoint engage and employ such contractors, sub-contractors, engineers, labourers, artisans, caretakers, guards and other staff and employees and at such remuneration and on such terms and conditions as be deemed necessary by the Developer and wherever required, to revoke such appointments from time to time or at any point of time. All persons employed by the Developer for the purpose of construction shall be the persons under appointment from and/or employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration etc.
- VII. The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Building Complex and obtaining inputs, utilities and facilities therein.
- VIII. The Developer shall deal with the K.M.C., KMDA, MED, Planning Authority, Development Authority, Fire Department, the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976, Pollution Control Authorities and other authorities under the Insurance Companies and authorities, Police Authorities, CESC Limited/ WBSDCL and also all other authorities and Government Departments and/or its officers and also all other State Executives Judicial or Quasi-Judicial, Municipal and other authorities and persons in all manner and for all purposes connected with the development or sale of the Building Complex or anyway connected therewith.
- IX. The Developer shall not violate any Municipal or other statutory rules and laws and always abide by and observe all the rules and procedures and practices usually followed in making construction of buildings. The Owners will not be responsible for any laches and/or lapses on the part of the Developer.



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- X. All costs of construction and development of the said property in terms hereof shall be borne and paid by the Developer. The Owners shall fully cooperate with and assist the Developer and shall sign execute register and deliver all papers, plans, affidavits, indemnities, undertakings, declarations, powers etc., as may be required by the Developer thereof and do all acts deeds and things as may be required by the Developer therefore and also for the purposes herein contained.

#### **CLAUSE - 13**

##### **Mortgage of the Said Property for Loan**

- I. The Developer shall be entitled to arrange financing for the Project (Project Finance) by a Bank/ Financial Institution (Financer). After sanction of the Plans and obtaining of all Approvals required for commencement of construction, the Developer shall be entitled to deposit original title deeds and documents of the said property with the Financer as security for the purpose of Project Finance in the manner that the Financer shall not have any right or lien in respect of the Owner's share of Project Revenues. For the aforesaid purpose the Owners will join as consenting/ necessary party, (if required by the financer) to create a mortgage/charge in favour of the Financier for availing such project finance, provided that the owners shall not have any liability whatsoever to repay the loans obtained by the Developer and/or any interest, penalty or other amounts relating to the same and the Developer hereby indemnifies and agrees to keep indemnified the Owners against any claim, liability or loss whatsoever relating to Project Finance/ Project Finance Liability. The loans obtained by the Developer against the original title deeds and documents shall be used by the Developer only for the purpose of this Project and not for any other project or business. The Developer undertakes to make timely repayment of the Project Finance Liability without any default and in a manner that neither the Project nor the sales of the constructed spaces therein are adversely affected.
- II. In the event the Developer fails to repay the loan amount within the time specified therein, therein, the Owners shall have the option to repay the loan and in such event the Owners shall be entitled to recover such amount from the Developer's share of the project Revenue to the extent of such amount paid by them. It is also agreed that as a matter of necessity, the intending purchasers shall also be entitled to mortgage and/or create charge over or in respect of their respective Units while obtaining loans for purchasing the same in the said Project the Developer shall obtain necessary NOC from their financer for the said purpose.

#### **CLAUSE - 14**

##### **Mutual Covenants**

- I. The Owners and the Developer have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed or construed as a partnership between the Owners and the Developer, nor shall the Owners and the Developer in any manner constitute an association of persons. Each Party shall keep the other indemnified from and against the same.





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- II. The Owners and the Developer, as the case may be, shall not be considered to be in breach of any obligation hereunder to the extent that the performance of the respective obligation is prevented by the existence of Force Majeure conditions with a view that obligation of the Party affected by the Force Majeure shall be suspended for the duration of the Force Majeure.
- III. The Developer shall in consultation with the Owners and with its prior approval frame the rules and regulations regarding the use and rendition of Common Areas and Facilities and also the common restrictions which have to be normally captured/ mentioned in the sale/ conveyance deeds/ agreements/ allotment letters/ documents.
- IV. Nothing in these presents shall be construed as a sale/ transfer or assignment in law by the Owners in respect of the Said Property or any part thereof to the Developer or as creating any right, title or interest in respect thereof, in favour of the Developer other than license to the Developer to commercially exploit the same in terms hereof.
- V. The Transferee(s)/ Purchaser(s) shall be entitled to obtain loan or financial assistance from any bank/ financial institution etc. in respect of the flats/ units/ space in the complex proposed to be transferred in his/ her/ its favour as per prevailing banking laws.
- VI. The Owners during the term of this Agreement shall have option to assign their right title and interest under this agreement.

#### **CLAUSE - 15 : Miscellaneous**

- I. the Developer account and all future transactions related to this development agreement and shall be operated from this account.
- II. The Owners and Developer shall derive profit and/or Income thereto from the said account in the ratio as agreed in the Development Agreement.
- III. The Parties may amend, modify and extend this Agreement by entering into and executing a separate written agreement.
- IV. This Agreement sets forth the entire agreement and understandings between the Parties relating to the said property and the Project to be developed thereon and supersedes all prior discussions and agreements on the same.
- V. In case a part of this agreement be declared invalid and/or unenforceable for any reason whatsoever the remaining portion of this agreement shall not be prejudiced and shall continue to be in full force and effect.
- VI. The stamp duty, registration fee payable on this agreement and other incidental expenses towards registration shall be borne by the Developer.



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- VII. Upon completion of the construction of the Project in all respects, the Developer shall send a notice to the Owners along with the completion certificate issued by the Competent Authority certifying that the construction has been done in accordance with the sanctioned and/or revised sanctioned building plans and fit for occupation. Upon receipt of the notice, the owners along with the developer shall execute the necessary sale/ conveyance deeds in favour of the transferees/ purchasers for transfer of flats/ units and other rights and benefits in the project. The possession of land will be transferred jointly to all the Transferees/ Purchasers of flats/ units in the proposed development.

#### **CLAUSE - 16**

##### **Notice, Correspondence and Communication**

- I. All notices, correspondences and other communication under this Agreement shall be in writing and in English Language and either delivered by hand or sent by registered mail or courier or by email or by facsimile at the address recorded in this agreement or such other address as may be recorded by the parties herein from time to time.
- II. Unless another address has been specified by a Party hereto by a written notice to the other party, any notice or other communication given or made pursuant to this Agreement shall be deemed to have been received (i) in the case of personal delivery, on the date of delivery, (ii) in the case of mail delivery, on the date which is 4 (four) days after the mailing thereof and (iii) in the case of an email, fax, the date of dispatch thereof.

#### **CLAUSE - 17**

##### **Dispute resolution & Jurisdiction of Courts**

- I. In case of any dispute or difference, arising under or in connection with or regarding the interpretation of this Agreement, the Parties shall make best efforts to resolve the same amicably through a process of negotiation and only in the event of complete failure of such negotiations, it will be open to the Parties to refer and resort to the process mentioned in clause II below.
- II. If any dispute or difference arising under or in connection with or regarding the interpretation of this Agreement cannot be settled by employing the method stated in Clause - I above, within 30 (Thirty) days, it shall be settled through Arbitration by referring the matter to an Arbitrator jointly appointed by both the Parties.
- III. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 with all statutory amendments and modifications thereof and the arbitral tribunal so formed shall be free to adopt or frame rules of procedure for conducting such arbitration.
- IV. The venue of arbitration shall be Kolkata and the language of arbitration shall be English.



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- V. Any decision/ award given by the Arbitrator shall be final, conclusive and binding on the Parties and the Parties agree and undertake to carry out such decision/ award without delay.

**THE FIRST SCHEDULE ABOVE REFERRED TO:**

**(Said Property)**

**ALL THAT** piece or parcel of land measuage hereditaments and premises containing and area of 5 (five) Cottahs 12 (twelve) Chittacks be the same a little more or less situate lying at and being the Premises No.97A, Harish Mukherjee Road, Post Office - Kalighat, Police Station - Bhawanipore, Kolkata - 700028, within the limits of The Kolkata Municipal Corporation, Ward No.073 in Mouza Kalighat, Touzi No.2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram Division - 6, Sub-Division 'E', being part or portion of Holding No.243 formerly 28, formerly comprising Calcutta Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane, District: South 24-Parganas together with easements and other rights appurtenant thereto which has been assessed by The Kolkata Municipal Corporation under Assessee No. 11-073-10-0071-2 and butted and bounded as follows: -

ON THE NORTH	:By Premises No. 95/ 1A, Harish Mukherjee Road;
ON THE EAST:	By 34/1 Rupchand Mukherjee Lane;
ON THE SOUTH	:By Premises No. 97B, Harish Mukherjee Road;
ON THE WEST	:By Harish Mukherjee Road;

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(DETAILS OF OWNERSHIP)**

**WHEREAS:-**

1. One Sri Gopal Chandra Basu was seized and possessed of revenue redeemed land messuage hereditaments and premises having an area of 1 (one) Bigha 11 (eleven) Cottahs 11 (eleven) Chittaks more or less together with structures standing thereon in Mouza Kalighat, Touzi No.2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram Division - 6, Sub-Division 'E', being Holding No.243 formerly 28, comprising Calcutta Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane, Police Station - Bhawanipore, District: 24-Parganas hereinafter referred to as "entire land" by way of purchase and other properties as sole and absolute owner thereof.
2. The said Gopal Chandra Basu died intestate on 06-01-1918 leaving behind his





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widow Hemangini Dassi and two sons namely Sri Bijoy Ratan Basu and Sri Panna Lal Basu and according to Hindu Law of Succession at the relevant time said Sri Bijoy Ratan Basu and Sri Panna Lal Basu inherited all the properties including the said entire land measuring 1 (one) Bigha 11 (eleven) Cottahs 11 (eleven) Chittaks more or less together with structures standing thereon being Holding No.243 left by said Gopal Chandra Basu since deceased absolutely in equal share subject to right of residence and maintenance of said Hemangini Dassi for her natural life.

3. The said properties including the said revenue redeemed entire land having an area of 1 (one) Bigha 11 (eleven) Cottahs 11 (eleven) Chittaks more or less together with structures standing thereon being Holding No.243 left by said Gopal Chandra Basu and held by said Sri Bijoy Ratan Basu and Sri Panna Lal Basu jointly in ejmali each having undivided  $\frac{1}{2}$  (one half) share therein subject to the right of residence and maintenance of their mother said Hemangini Dassi for her natural life, were partitioned by metes and bounds by a Final Decree for partition passed on 26/09/1929 by the Ld. 3<sup>rd</sup> Court of Subordinate Judge at Alipore, District 24-Parganas at the relevant time in Partition Suit No.216 of 1929 on the basis of an award passed by the Arbitrator or salis namely Sri Sarat Chandra Ghatak, an Advocate of Alipore Judges' Court at the relevant time, appointed by said Sri Bijoy Ratan Basu and Sri Panna Lal Basu by a salisnama deed executed and registered by them on 22/08/1929 for the purpose of partition of the said joint properties among them providing separate independent property for their mother said Hemangini Dassi exclusively as her stridhan property and for settlement of other disputes.
4. In terms of the said Final Decree for partition dated 26-09-1929 passed on the basis of said award passed by the said Arbitrator, the said Sri Bijoy Ratan Basu was allotted exclusively and absolutely to the exclusion of others inter alia well demarcated land having an area of 15 (eleven) Cottahs 13 (eleven) Chittaks 38 (thirty eight) sq. ft. more or less together with structures standing thereon being the southern part or portion and said Sri Panna Lal Basu was allotted exclusively and absolutely to the exclusion of others inter alia well demarcated land having an area of 15 (eleven) Cottahs 13 (eleven) Chittaks 38 (thirty eight) sq.ft. more or less together with structures standing thereon being the northern part or portion of the said revenue redeemed entire land having an area of 1 (one) Bigha 11 (eleven) Cottahs 11 (eleven) Chittaks more or less together with structures standing thereon in Mouza Kalighat, Touzi No.2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram, Division - 6, Sub-Division 'E', being Holding No.243 formerly 28, comprising Calcutta Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane, Police Station - Bhawanipore, District: 24-Parganas and each of them was seized and possessed of their respective allotment as absolute owner thereof.
5. The said Sri Bijoy Ratan Basu and Sri Panna Lal Basu thereafter for convenient use and enjoyment of their respective allotments in the said land together with structures thereon at said Holding No.243 formerly 28, comprising Calcutta



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Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane, decided and agreed among themselves that said Sri Bijoy Ratan Basu shall sell transfer and convey out of his said allotted portion measuring 15 Cottahs 13 Chittacks 38 Sft. from its northern side a piece or parcel of well demarcated land measuring 10 Chittack 33 Sft. in favour of his younger brother said Sri Panna Lal Basu and that said Sri Panna Lal Basu shall sell transfer and convey out of his said allotted portion measuring 15 Cottahs 13 Chittack 38 Sft. from its southern side a piece or parcel of well demarcated land measuring 8 Chittacks 20 Sft. in favour of his elder brother said Sri Bijoy Ratan Basu and they mutually delivered physical possession of their said respective portions out of their respective allotments to each other as agreed subject to sale, transfer, execution and registration of the deeds of sale in respect thereof in future.

6. Pursuant to such mutual settlement followed by mutual delivery of physical possession of their said respective portions out of their respective allotments to each other as aforesaid and subject to said mutual sale and transfer being made among themselves in future as aforesaid said Sri Bijoy Ratan Basu while seized and possessed of well demarcated land measuring 15 Cottahs 11 Chittacks 25 Sft. more or less together with structures thereon and said Sri Panna Lal Basu while seized and possessed of well demarcated land measuring 16 Cottahs 00 Chittack 06 Sft. together with structures thereon absolutely, considering as if the said mutual sale and transfer among themselves had already been made, duly got mutated and separated the same in their respective names according to their respective physical possession as aforesaid in the records of the Calcutta Corporation at the relevant time.
7. On mutation and separation as aforesaid out of the said entire land having an area of 1 (one) Bigha 11 (eleven) Cottahs 11 (eleven) Chittacks more or less together with structures standing thereon being the said Holding No.243 formerly 28, comprising Calcutta Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane, Police Station - Bhawanipore, District: 24-Parganas, said well demarcated land measuring 15 Cottahs 11 Chittacks 25 Sft. more or less together with structures thereon, being the well demarcated southern part or portion thereof, in exclusive possession of said Sri Bijoy Ratan Basu stood recorded in his name as owner thereof and came to be separately known and numbered as Premises No.97/B, Harish Mukherjee Road and said well demarcated land measuring 16 Cottahs 00 Chittack 06 Sft. more or less together with structures thereon, being the well demarcated northern part or portion thereof, in exclusive possession of said Sri Panna Lal Basu stood recorded in his name as owner thereof and came to be separately known and numbered as Premises No.97/A, Harish Mukherjee Road.
8. In pursuance of the said mutual settlement as aforesaid said Sri Bijoy Ratan Basu by executing a Bengali Deed of Sale on 12<sup>th</sup> August, 1940, duly registered in Book No. I, Volume No. 44, Pages 233 to 236, being No. 2815 for the year 1940 in the office of the District Sub-Registrar, 24-Parganas, Alipore, at the relevant time, sold transferred and conveyed the said well demarcated piece or parcel of land



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measuring 10 Chittack 33 Sft., as shown and delineated in the map or plan annexed therewith as part thereof thereon verged with colour "Yellow", bordered with letters A,D,F,C and marked "X", out of his allotted portion as par said Final Decree for partition dated 26-09-1929 passed on the basis of said award passed by the said Arbitrator, and then according to Calcutta Corporation record being part or portion of said Premises No.97/A, Harish Mukherjee Road, in favour of his younger brother said Sri Panna Lal Basu and simultaneously the said Sri Panna Lal Basu also by executing a Bengali Deed of Sale on 12<sup>th</sup> August, 1940, duly registered sold transferred and conveyed the said well demarcated piece or parcel of land measuring 8 Chittack 20 Sft., as shown and delineated in the map or plan annexed therewith as also in the map or plan annexed with the said Bengali Deed of Sale no. 2815 for the year 1940 executed in favour said Sri Panna Lal Basu as part thereof thereon verged with colour "Red", bordered with letters K,G,F,H and marked "Y", out of his allotted portion as par said Final Decree for partition dated 26-09-1929 and then according to Calcutta Corporation record being part or portion of said Premises No. 97/B, Harish Mukherjee Road, in favour of his elder brother said Sri Bijoy Ratan Basu.

9. The said Sri Panna Lal Basu, thereafter while seized and possessed of as sole and absolute owner, by executing a Bengali Deed of Sale bearing date B.S. 30<sup>th</sup> Shrawan 1347, corresponding to 15<sup>th</sup> August, 1940, duly registered in Book No. I, Volume No. 27, Pages 31 to 41, being No. 1359 for the year 1940, in the office of the District Sub-Registrar at Alipore, 24-Parganas, at the relevant time, sold transferred and conveyed the said well demarcated piece or parcel of revenue redeemed land messuage hereditaments and premises having an area measuring 16 Cottahs 00 Chittack 06 Sft. more or less together with structures standing thereon situate lying at and being the said Premises No.97/A, Harish Mukherjee Road, in Mouza - Kalighat, Touzi No. 2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram Division - 6, Sub-Division 'E', being part or portion of land comprising Holding No. 243, within Police Station - Bhawanipore, District: 24-Parganas, as shown and delineated in the map or plan annexed therewith as part thereof thereon verged with colour "Red", bordered and marked with letters C,F,H,R,S,J,Q, hereinafter referred to as "said land", absolutely and forever unto and in favour of one Sri Pratap Chandra Sen at for a valuable consideration mentioned therein which was paid out of the fund provided by said Sri Pratap Chandra Sen himself, his wife Smt. Charubala Sen and his brother Rajendra Chandra Sen for the benefit of himself and his said wife and his said brother as their benamdar or mere name lender subject to a mortgage in respect of the said land created by a Bengali Deed Of Mortgage executed on 24-07-1940 by said Sri Panna Lal Basu as Mortgagor in favour of one Rajlakshmi Dassi wife of Annada Prasad Mitra since deceased being the Mortgagee and duly registered in Book No.I, Volume No.72, Pages 129 to 133, Being No.2551 for the year 1940, in the office of District Sub-Registrar at Alipore, 24-Parganas at the relevant time in consideration of a sum mentioned therein lent and/or advanced by said Rajlakshmi Dassi to said Sri Panna Lal Basu on terms and conditions inter alia with proviso for redemption thereunder contained.





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10. The Sri Pratap Chandra Sen after purchasing the said land situate lying at and being the said Premises No. 97/A, Harish Mukherjee Road, becoming liable to redeem or clear the said mortgage dues as aforesaid, in consideration of having paid off, satisfied and discharged the entirety of the said mortgage debt inclusive of all interest thereon falling due and also all costs due owing and payable, to said Rajlakshmi Dassi being the Mortgagee on that account, said Rajlakshmi Dassi by executing a Bengali Deed of Release on 03-10-1940 which was registered in Book No. I, Volume No. 93, Pages 51 to 53, Being No. 3603 for the year 1940, in the office of District Sub-Registrar, 24-Parganas at Alipore, at the relevant time release the said Sri Pratap Chandra Sen being the legal representative of said Sri Panna Lal Basu from all liability and obligation under the said deed of mortgage hereinbefore recited and also the said mortgaged property being the said land situate lying at and being the said Premises No. 97/A, Harish Mukherjee Road.
11. The said Pratap Chandra Sen and his wife said Smt. Charubala Sen jointly having paid  $\frac{3}{4}$ <sup>th</sup> share and his brother said Rajendra Chandra Sen having paid  $\frac{1}{4}$ <sup>th</sup> share of the consideration money in purchasing the said land situate lying at and being the said Premises No. 97/A, Harish Mukherjee Road got the same physically divided among themselves in the said ratio subject to execution and registration of a Deed of Partition.
12. In view of said mutual arrangement said Rajendra Chandra Sen got a well demarcated piece or parcel of revenue redeemed land messuage hereditaments and premises having an area measuring 3 Cottahs 15 Chittack 35 Sft. more or less being the north western part or portion of the said entire land measuring 16 Cottahs 6 Sq. ft. more or less which then came to be known and numbered as Premises Nos. 95/1A and 97A, Harish Mukherjee Road and said Pratap Chandra Sen having got the remaining part or portion of the said entire land while seized and possessed of the same sold transferred and conveyed three plots of land in aggregate measuring 6 Cottahs more or less to three different persons retaining with him a well demarcated piece or parcel of revenue redeemed land messuage hereditaments and premises having an area measuring 5 Cottahs 12 Chittacks more or less being the demarcated south western part or portion of the said entire land for the benefit of his wife said Smt. Charubala Sen.
13. Pursuant to said arrangement and on the basis thereof said Pratap Chandra Sen and his brother said Rajendra Chandra Sen effected an amicable partition by executing a Bengali Deed of Partition on 16-02-1942 which was duly registered in Book No. I, Volume No. 13, Pages 7 to 13, Being No. 257 for the year 1942, in the office of the District Sub-Registrar, 24-Parganas at Alipore, at the relevant time whereby the said land measuring 5 Cottahs 12 Chittacks more or less being the south western part or portion of the said entire land as fully and particularly described in Schedule 'KHA' thereof and as shown and delineated in the partition plan annexed therewith as part thereof thereon verged with colour 'Red' and separately known and numbered as Premises No. 97A, Harish Mukherjee Road was exclusively allotted to said Pratap Chandra Sen.



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14. In the meantime while in peaceful possession and enjoyment of the said land said Sri Pratap Chandra Sen out of the fund of her wife Smt. Charubala Sen and for her benefit had constructed a two storied brick built dwelling house upon the said piece or parcel of well demarcated land measuring 5 Cottahs 12 Chittaks more or less situate lying at and being Premises No. 97A, Harish Mukherjee Road, Police Station - Bhawanipore, District 24-Parganas, and started residing therein with the said Smt. Charubala Sen and other family members peace fully and uninterruptedly.
15. Subsequently by a Bengali Deed of Relinquishment or (Disclaimer) bearing date B.S. 18<sup>th</sup> Poush, 1356, corresponding to 2<sup>nd</sup> January, 1950 made between the said Sri Pratap Chandra Sen of the One Part and his Charubala Sen, of the Other Part and registered in Book No. I, Volume No. 11, Pages 57 to 58, being No. 115 for the year 1950, in the office of Sadar Joint Sub-Registrar, Alipore 24-Parganas, the said Pratap Chandra Sen surrendered, released, relinquished, discharged and exonerated ALL THAT the said piece or parcel of well demarcated land measuring 5 Cottahs 12 Chittaks more or less together with the said two storied brick built dwelling house constructed thereon situate lying at Premises No.97A, Harish Mukherjee Road, Police Station - Bhawanipore, District: 24-Parganas in favour of his wife said Smt. Charubala Sen and inter alia declared that the said piece or parcel of land and the said building constructed thereon as aforesaid was actually and really purchased and constructed by the said Smt. Charubala Sen out of her money and for her own benefit in the benami of her husband said Pratap Chandra Sen and further that the said Pratap Chandra Sen at all material times had no right, title or interest in the said property lying at the aforesaid Premises No.97A, Harish Mukherjee Road, Kolkata 700 026.
16. The said Smt. Charubala Sen was seized and possessed of the said piece or parcel of land measuring 5 Cottahs 12 Chittaks more or less together with a two storied brick built building house standing thereon situate lying at and being Premises No. 97A, Harish Mukherjee Road, Police Station - Bhawanipore, comprised in Mouza Kalighat, Touzi No.2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram Division - 6, Sub-Division 'E', being Holding No. 243 formerly 28, District: 24-Parganas at the relevant time, hereinafter referred to as the "**Said Property**" and more fully and particularly described in the First Schedule herein above written, having separately recorded and/ or mutated her name in respect thereof in the record of the Corporation of Calcutta, at the relevant time and by residing therein peacefully and uninterruptedly exercising all acts and rights of ownership as a sole and absolute owner thereof without any let, hindrance, claim, question or demand being raised by anybody.
17. The said Charubala Sen while seized possessed of and enjoying the said property, to avoid dispute and difference that may arise among her heirs regarding peaceful use and occupation of the said property after her death, as Settlor made and/or executed a Bengali Deed of Family Settlement dated B.S. 4<sup>th</sup> Falgun 1390 corresponding to 17<sup>th</sup> February, 1984, duly registered in Book No.I,



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Volume No.61(X), Pages from 210 to 218, Being No.2243 for the year 1984 in the office of the District Sub- Registrar, Alipore, 24-Parganas at the relevant time and therein she appointed herself as Trustee No.1, her elder son Nirmal Chandra Sen as the Trustee No.2, her younger son Sarat Chandra Sen as the Trustee No.3 and her only daughter Renuka Sen as the Trustee No.4 and transferred and conveyed the said property described in the Schedule "KA" thereunder written as also in the First Schedule herein above written unto the said Trustees to hold the same upon Trust for the purposes therein mentioned.

18. It was inter alia provided and or mentioned in the said Deed of Family Settlement that after demise of all the Trustees the said trust would come to an end and/or stand extinguished and the entire land comprising the said premises and a specific part or portion of the said building along with southern side passage together with all easement rights appertaining thereto as described in the "KHA" Schedule of the said Deed of Family Settlement, being part or portion of Premises No.97A, Harish Mukherjee Road, Kolkata - 700026, particularly described in the First Schedule herein above written, for the sake of brevity hereinafter referred to as the **"portion having absolute interest"**, would devolve upon her grandson Sri Dibyadyuti Sen, son of Nirmal Chandra Sen of 97A, Harish Mukherjee Road, P.O. Kalighat, P.S. Bhawanipore, Kolkata - 700026 absolutely with the right to deal with the same in any manner whatsoever.
19. It was further inter-alia provided in the said Deed of Family Settlement that the eastern side room and the small room (electric pump room) along with the eastern side bath and privy, on the ground floor, admeasuring about 310 Sq. ft. (carpet area) approximately in the said building at said Premises No.97A, Harish Mukherjee Road, Kolkata - 700026, particularly described in the "GA" Schedule of the said Deed of Family Settlement, for the sake of brevity hereinafter referred to as the **"portion having life interest"**, shall devolve on said Smt. Chitrarekha Sarkar, her husband Ashoke Sarkar, since deceased, and her son/s and daughter/s i.e. her son Sourav Kumar Sarkar and her daughter Subhati Sahanee Sarkar for their natural life as life interest and on their death the said portion would devolve on said Sri Dibyadyuti Sen absolutely being the ultimate beneficiary or the vested remainder having reversionary interest therein.
20. Subsequently the said Trustees named or appointed in the said Deed of Family Settlement dated 17.02.1984 namely said Smt. Charubala Sen (the Trustee No.1) died on 10.05.1985, the said Nirmal Chandra Sen (the Trustee No.2) died on 29.11.1993, the said Sarat Chandra Sen (the Trustee No.3) died on 1.4.2001 and the said Renuka Sen (Trustee No.4) died on 15.02.2012.
21. On the death of all the Trustees as aforesaid as per provision of the said Deed of Family Settlement dated 17.02.1984 as aforesaid, the said Trust created thereunder got extinguished and/or came to an end and the said **portion having absolute interest** as described in the "KHA" schedule of the said Deed of Family





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Settlement, being part or portion of Premises No.97A, Harish Mukherjee Road, Kolkata - 700026, devolved upon the said Sri Dibyadyuti Sen absolutely with the right to deal with the same in any manner whatsoever and the said **portion having life interest** particularly descried in the "GA" schedule of the said Deed of Family Settlement, being part or portion of Premises No.97A, Harish Mukherjee Road, Kolkata - 700026, devolved on said Smt. Chitrarekha Sarkar, her husband Ashoke Sarkar, since deceased and her son/s and daughter/s i.e. her son Sourav Kumar Sarkar and her daughter Subhati Sahanee Sarkar for their natural life as life interest subject to the said reversionary interest of Sri Dibyadyuti Sen being the ultimate beneficiary thereof.

22. As per terms of said Deed of Family Settlement dated 17.02.1984 the said Sri Dibyadyuti Sen mutated his name as absolute owner along with Smt. Chitrarekha Sarkar, Ashoke Sarkar (deceased), Sourav Kumar Sarkar and Subhati Sahanee Sarkar as life interest holder and said Sri Dibyadyuti Sen have been paying taxes regularly vide Assesse No.11-073-10-0071-2 in respect of the said Premises No.97A, Harish Mukherjee Road, Kolkata - 700026 more fully and particularly mentioned in the First Schedule herein above written.
23. The said Ashoke Sarkar died on 26.12.2016 and his said life interest in respect of the said portion having life interest got extinguished upon his death.
24. The said Smt. Chitrarekha Sarkar, Sourav Kumar Sarkar and Subhati Sahanee Sarkar were residing in their respective own accommodation/ premises elsewhere and as such said Dibyadyuti Sen was in physical possession and occupation of the said entire premises together with two storied brick built building house standing thereon situate lying at and being Premises No.97A, Harish Mukherjee Road, Police Station - Bhawanipore, Kolkata - 700026, District: South 24-Parganas, fully and particularly descried in the First Schedule here above written including the said portion comprising the said eastern side room and the small room (electric pump room) along with the eastern side bath and privy, on the ground floor, admeasuring about 310 Sq. ft. (carpet area) approximately at Premises No.97A, Harish Mukherjee Road, Kolkata - 700026, as described in the "GA" Schedule of the said Deed of Family Settlement in which said Smt. Chitrarekha Sarkar, Sourav Kumar Sarkar and Subhati Saha nee Sarkar had life interest under the said Deed of Family Settlement dated 17.02.1984.
25. By executing of a Deed of Relinquishment on 8<sup>th</sup> day of October, 2021 which was duly registered in Book No. I, Volume No.1605-2021, Pages from 112900 to 112929, Being No.160502712, for the year 2021, in the office of Additional Sub-Registrar, Alipore, South 24-Parganas said Smt. Chitrarekha Sarkar, Sourav Kumar Sarkar, and Subhati Saha nee Sarkar being the only sister, nephew and niece respectively of said Sri Dibyadyuti Sen out of their respective love, respect and regards as the case may be for the said Sri Dibyadyuti Sen and for other good causes relinquished surrendered released discharged and exonerate the said **portion having life interest** at Premises No.97A, Harish Mukherjee Road, Kolkata



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- 700026, described in the "GA" schedule of the said Deed of Family Settlement as also in the Second Schedule of said Deed of Relinquishment dated 8<sup>th</sup> day of October, 2021 and their life interest limited to their natural life and/or whatsoever interest they had therein under the said Deed of Family Settlement dated 17.02.1984, unto and to said Sri Dibyadyuti Sen, being the vested remainder having reversionary interest therein and/or the ultimate beneficiary thereof, absolutely.

26. The said Sri Dibyadyuti Sen while seized and possessed of the **Said Property** situate lying at and being the said Premises No.97A, Harish Mukherjee Road, Police Station Bhawanipore, Post Office - Kalighat, Kolkata - 700026 together with all easement rights appertaining thereto, more fully and particularly described in the Schedule hereunder written, offered to sell to any intending purchaser/purchasers, and on knowing the said fact the Purchasers hereto approached the Vendor and expressed their willingness to purchase the **Said Property** fully and particularly described in the Schedule hereunder written.
27. Thereafter by virtue of a registered Deed of Conveyance dated 30<sup>th</sup> October, 2021 registered at the Additional District Sub-Registrar, Alipore in Book No.1, Volume No. 1605-2021, Pages from 129015 to 129054, being Deed No.160502971 for the year 2021, said Sri Dibyadyuti Sen sold, transferred conveyed the said land messuage hereditaments and premises containing an area of 5 (five) Cottahs 12 (twelve) Chittacks be the same a little more or less together with the said two storied brick built building standing thereon situate lying at and being the said Premises No.97A, Harish Mukherjee Road, Police Station - Bhawanipore, Post Office - Kalighat, Kolkata - 700026, within the limits of the Kolkata Municipal Corporation, District: South 24-Parganas together with easements and other rights appurtenant thereto, hereinbefore collectively referred to as the "**Said Property**" and more fully and particularly described in the First Schedule herein above written to Classic Developers and Rupayan Projects Private Limited, the Vendors herein.
28. By virtue of the aforesaid deed being Deed No. 01375 for the year 2015 and Deed No.160502971 for the year 2021 the OWNERS herein became completely seized and possessed of ALL THAT piece and parcel of Bastu Land measuring 5 (five) **Cottahs 12 (twelve) Chittacks** be the same a little more or less together with an old dilapidated two storied residential building thereon constructed prior to 1950, admeasuring total Built up area of 3000 Square feet (Ground floor 1845 Sq. ft. more or less, First floor 1155 Sq. ft. more or less) having cement flooring, situate lying at and being the Premises No.97A, Harish Mukherjee Road, Post Office Kalighat, Police Station - Bhawanipore, Kolkata - 700026, within the limits of The Kolkata Municipal Corporation, Ward No. 073 in Mouza - Kalighat, Touzi No.2833 formerly 1298 of Government Khas Mahal relating to Dihi Panchannagram, Division - 6, Sub-Division 'E', being part or portion of Holding No.243 formerly 28, formerly comprising Calcutta Corporation Premises Nos.95/1, 97, 99 and 101, Harish Mukherjee Road and Premises Nos.24 and 26, Rupchand Mukherjee Lane,



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District: South 24-Parganas together with easements and other rights appurtenant thereto, hereinbefore collectively referred to as the "Said Property" and more fully and particularly described in the First Schedule herein above written.

**THE THIRD SCHEDULE ABOVE REFERRED TO:**

(Tentative Common Areas and Installations)

**A. Common Areas & Installations at the Designated Block:**

1. Lobby, Staircases, landings and passage with glass panes and stair-cover on the ultimate roof.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the said building.
3. Lifts with all machineries, accessories and equipment (including the lift machine room) and lift well for installing the same in the said building.
4. Roof of the Building marked as common.
5. Electrical Installations with the main switch and meter and space required therefore in the Building.
6. Overhead water tank with water distribution pipes from such overhead the designated area of the Ultimate water tank connecting to the different Units of the Building.
7. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Building.
8. Such other areas, installations and/or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the said building.

**B. Common Areas & Installations at the Building Complex:**

1. Electrical Installations, transformers and the accessories and wiring in respect of the said building and the space required therefore, if installed (and if installed then extra cost as specified here in).
2. CCTV System with intercom.
3. Water supply system with Underground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings.
4. Water waste and sewerage evacuation pipes and drains from the buildings to the Municipal drains, Sewerage Treatment Plant.
5. Such other areas, Installations and /or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the said building





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**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(SPECIFICATIONS)**

**EXTERNAL**

1. Structure: Reinforced Concrete Cement Structure.
2. Finishing of external walls with cement plaster and Acrylic/ cement paint.
3. All gates, internal roads and boundary as per specifications lay down by the Architect.
4. All electrical installations including transformers, switchgears, cabling, etc. as per specifications lay down by the Electrical Consultant/ Architect.
5. Plumbing works including Overhead Water tanks, Water supply line, sewerage and drains.

**INTERNAL**

1. Structure: R.C.C work will be done with Tor steel of Tata/ Jindal Steel, (ACC, Ambuja, Ultratech) Cement, Course Sand & Pure Stone Chips.
2. Wall: Brick masonry 8" thick, partition 5' and 3", thick cement plasters both sides. Inside wall plaster of Parish finish. Cement based colour outside surface of the building.
3. Flooring: White Marble or Vitrified Tiles flooring with skirting.
4. Kitchen: Marble flooring and Granite slab fittings for cooking platform 4'-0" height colour tiles dado on platform with steel sink.
5. Toilet: Wall mounted commode with conceal cistern, wash basin, white shed with glass shelf, towel rod, 7' height as in dado in colour tiles and marble flooring, with Kohler Bath Fittings.
6. Doors & Windows: Doors - Wooden frames of Sal Wood or solid flush door of Century ply made. Windows - Finesta Window with Grill Glass Panes.
7. Electricals: Concealed type wiring, four nos. light point and one no. fan point, three no. Plug point, one A.C. point in each room, one no. 15 amp. Plug point, one exhaust point and one light point in each toilet & kitchen, two light point, one fan point, one plug point in each dining & drawing, one light point in each veranda, one calling bell point, one cable TV Point & One telephone point in each flat. (Modular Switches).
8. Lift: 6 (Six) passengers capacity lift of Schindler company with guard wall and electric wiring.
9. Roof: Mosaic/ Tiles Finish.
10. Stair: Granite flooring with designed railing of stainless steel.



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• **11. Other Features:** Intercom System, CCTV, Modern Elevation.

(In addition to the above items if the Purchaser wants to provide additional item or wants to change the specification of any item may be allowed after getting the permission from the consulting engineer (L.B.S) of the building if the Purchaser fulfils the following:-

All estimates for the additional or changed items shall be supplied by the Developer/ Other Part herein, the purchaser has to pay the total amount in advance to carry out such addition /change.)

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
(EXTRAS & DEPOSITS)

**EXTRAS shall include:-**

- a. all costs, charges and expenses on account of HT 8s LT power (including Sub-station, Transformers, Switch gears, cables, HT & LT panels and the like) and all the amounts payable to the electricity service provider;
- b. Security or any other deposit (including minimum deposits or any deposit by any name called) and all additional amounts or increases thereof payable to the electricity service provider, presently being CESC Ltd./ WBSEDCL or other electricity service provider for electricity connection at the Building Complex.
- c. all costs, charges and expenses on account of one or more generators and like other power-backup equipment and all their accessories (including cables, panels and the like) for the Building Complex;
- d. Betterment fees, development charges, water connection charges and other levies taxes duties and statutory liabilities (save those being the exclusive liability of the Owners) that may be charged on the said property or the buildings or the Units or on their transfer or construction partially or wholly, as the case may be.
- e. Cost of formation of Association/ service Maintenance Company/ society.
- f. Legal Charges;
- g. Extra Work Charges (for work carried out on request of Buyer);
- h. GST (Good and Service Tax) or any other statutory charges/levies.

DEPOSITS (which shall be interest free) shall include:

- (a) Deposit on account of Sinking Fund, maintenance charges, common expenses, municipal rates and taxes etc.
- (b) Any other deposits if so made applicable by the Developer for the Units, with the consent of the Owners, in the Building Complex.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
(NET SALE PROCEEDS SHARING RATIO)

The party of the First Part granting developing rights to the party of the Second Part shall share the Net Sale Proceeds receivable from the prospective Transferees/ Purchasers in the following ratio:



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"OWNERS' ALLOCATION" shall according to the context mean 50% (Fifty per cent) of the Realizations of the Revenue Share.

"DEVELOPER'S ALLOCATION" shall according to the context mean 50% (Fifty per cent) of the Realizations of the Revenue Share.

**THE SIXTH SCHEDULE ABOVE REFERRED TO**

(INTERNAL AGREED PROPORTION)

Sl. No.	Name of the Owner	Share of each Owner
1.	CLASSIC DEVELOPERS	80%
2.	RUPAYAN PROJECTS PRIVATE LIMITED	20%

**IN WITNESS WHEREOF** the Parties hereto have set and subscribed their respective hands and seals this day, month and year first above written.

SIGNED, SEALED AND DELIVERED  
by the Parties in the presence of:-

1. Bappa Ghorami  
S/o. Srimanta Ghorami  
vnitp.o - Nagartala  
P.S - Jibantala  
Dist - South 24 Parganas  
Pin - 743376, W.B.
2. Subhas Ch. Chakraborty  
Alipore Police Court  
Kt - 700027


CLASSIC DEVELOPERS

  
Bappa Ghorami  
Partner

Rupayan Projects Private Limited

  
Director Director  
SIGNATURE OF THE OWNERS

Rupayan Projects Private Limited

  
Director Director  
SIGNATURE OF THE DEVELOPER

Drafted by me:-

Subhaschandra Chakraborty  
Enl. No. WB/1507/77

Advocate

Alipore Police Court, Kolkata - 27.

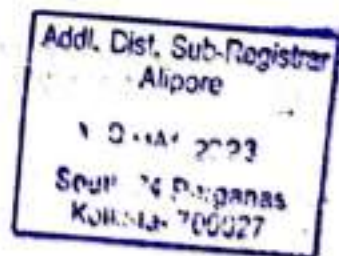
Computer Print by:











  
Rajis Banerjee  
Alipore Police Court, Kolkata - 27





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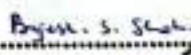
	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name: SABYASACHI DEY

Signature: 

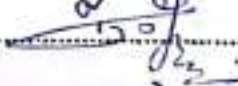
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left hand					
right hand					

Name: BRIJESH SURESH SHAI

Signature: 

	Thumb	1st finger	middle finger	ring finger	small finger
left hand					
right hand					

Name: YOGESH VINOD KUMAR BADIYANI

Signature: 

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17 MAY 2023 H23202 H23078

ADDL. DIST. SUB-REGISTRAR  
ALIPORE  
10 MAY 2023  
South 24 Parganas  
Kolkata-700027

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RECEIVED JAMUNA COMMISSION H23202





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



192023240037863041

GRN Details

GRN:	192023240037863041	Payment Mode:	Online Payment
GRN Date:	02/05/2023 20:19:12	Bank/Gateway:	HDFC Bank
BRN :	2134401310	BRN Date:	02/05/2023 20:19:53
GRIPS Payment ID:	020520232003786303	Payment Init. Date:	02/05/2023 20:19:12
Payment Status:	Successful	Payment Ref. No:	2001065723/2/2023
			[Query No*/Query Year]

Depositor Details

Depositor's Name:	SURAJIT KUNDU
Address:	2/3B, CHANDRA NATH CAHTTERJEE STREET
Mobile:	9331008400
Email:	mr.surajitkundu@rediffmail.com
Depositor Status:	Others
Query No:	2001065723
Applicant's Name:	Mr Bishnu Guha
Identification No:	2001065723/2/2023
Remarks:	Sale, Development Agreement or Construction agreement
Period From (dd/mm/yyyy):	02/05/2023
Period To (dd/mm/yyyy):	02/05/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001065723/2/2023	Property Registration- Stamp duty	0030-02-103-003-02	74020
2	2001065723/2/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				74041

IN WORDS: SEVENTY FOUR THOUSAND FORTY ONE ONLY.



# Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary



020520232003786303

## GRIPS Payment Detail

GRIPS Payment ID:	020520232003786303	Payment Init. Date:	02/05/2023 20:19:12
Total Amount:	74041	No of GRN:	1
Bank/Gateway:	HDFC Bank	Payment Mode:	Online Payment
BRN:	2134401310	BRN Date:	02/05/2023 20:19:53
Payment Status:	Successful	Payment Init. From:	GRIPS Portal

## Depositor Details

Depositor's Name: SURAJIT KUNDU  
Mobile: 9331008400

## Payment(GRN) Details

Sl. No.	GRN	Department	Amount (₹)
1	192023240037863041	Directorate of Registration & Stamp Revenue	74041
Total			74041

IN WORDS: SEVENTY FOUR THOUSAND FORTY ONE ONLY.

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





## Major Information of the Deed

Deed No :	I-1605-00673/2023	Date of Registration	10/05/2023
Query No / Year	1605-2001065723/2023	Office where deed is registered	
Query Date	27/04/2023 2:51:38 PM	A.D.S.R. ALIPORE, District: South 24-Parganas	
Applicant Name, Address & Other Details	Bishnu Guha Alipore, Thana : Alipore, District : South 24-Parganas, WEST BENGAL, PIN - 700027, Mobile No. : 9609404370, Status : Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 7,10,43,745/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: South 24-Parganas, P.S:- Bhawanipore, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: Harish Mukherjee Road, Road Zone : (A J C Bose Road -- Sambhu Nath Pandit Street) , , Premises No: 97A, , Ward No: 073  
Pin Code : 700026

Sch No	Plot Number	Khatian Number	Land Use Proposed	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :- )		Bastu	5 Katha 12 Chatak	1/-	7,06,38,745/-	Property is on Road
Grand Total :				9.4875Dec	1 /-	706,38,745 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	600 Sq Ft.	1/-	4,05,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 600 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Pucca, Extent of Completion: Complete					
Total :		600 sq ft	1 /-	4,05,000 /-	



# Lord Details :







No	Name,Address,Photo,Finger print and Signature
1	<b>CLASSIC DEVELOPERS</b> 129, RADHA BAZAAR STREET, GR. FLOOR, ROOM NO. 1, City:- Kolkata, P.O:- KALUTOLA, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001 , PAN No.:: AAxxxxxx2P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>RUPAYAN PROJECTS PRIVATE LIMITED</b> 2/3B, CHANDRA NATH CHATTERJEE STREET, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx3R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

## Developer Details :






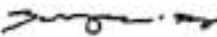
Sl No	Name,Address,Photo,Finger print and Signature
1	<b>RUPAYAN PROJECTS PRIVATE LIMITED</b> 2/3B, CHANDRA NATH CHATTERJEE STREET, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025 , PAN No.:: AAxxxxxx3R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

## Representative Details :




Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mr BRIJESH SURESH SHAH</b> Son of Late SURESH VRAJLAL SHAH Date of Execution - 10/05/2023, , Admitted by: Self, Date of Admission: 10/05/2023, Place of Admission of Execution: Office	 May 10 2023 4:15PM	 LTI 10/05/2023	 10/05/2023
THE ELGIN HOUSING CO-OPERATIVE SOCIETY, 7B, 9TH FLOOR, Elgin Road(Lala Lajpat Rai Sarani), City:- , P.O:- L L R SARANI, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AMxxxxxx2C, Aadhaar No: 72xxxxxxxx7958 Status : Representative, Representative of : CLASSIC DEVELOPERS (as AUTHORIZED SIGNATORY)				
2	Name	Photo	Finger Print	Signature
	<b>Mr YOGESH VINOD KUMAR BADIYANI</b> Son of Mr VINOD KUMAR BADIYANI Date of Execution - 10/05/2023, , Admitted by: Self, Date of Admission: 10/05/2023, Place of Admission of Execution: Office	 May 10 2023 4:16PM	 LTI 10/05/2023	 10/05/2023

DEBALOY, 13C, RAMMOY ROAD, Flat No: 1B, 1ST FLOOR, City:- , P.O:- L L R SARANI, P.S:- Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700020, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AAxxxxxx5A, Aadhaar No: 83xxxxxxxxx6060 Status : Representative, Representative of : CLASSIC DEVELOPERS (as AUTHORIZED SIGNATORY)

3	Name	Photo	Finger Print	Signature
	<b>Mr Sabyasachi De</b> (Presentant ) Son of Late BIKASH KUMAR DE Date of Execution - 10/05/2023, , Admitted by: Self, Date of Admission: 10/05/2023, Place of Admission of Execution: Office			
		May 10 2023 4:14PM	LTI 10/05/2023	10/05/2023
	15/A, CHUNAPUKUR LANE, City:- Kolkata, P.O:- SAKHARITOLA, P.S:-Muchipara, District:-Kolkata, West Bengal, India, PIN:- 700012, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx6C, Aadhaar No: 79xxxxxxxxx5773 Status : Representative, Representative of : RUPAYAN PROJECTS PRIVATE LIMITED (as DIRECTOR)			
4	Name	Photo	Finger Print	Signature
	<b>Mr Sabyasachi De</b> Son of Late BIKASH KUMAR DE Date of Execution - 10/05/2023, , Admitted by: Self, Date of Admission: 10/05/2023, Place of Admission of Execution: Office			
		May 10 2023 4:14PM	LTI 10/05/2023	10/05/2023
	15/A, CHUNAPUKUR LANE, City:- Kolkata, P.O:- SAKHARITOLA, P.S:-Muchipara, District:-Kolkata, West Bengal, India, PIN:- 700012, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGxxxxxx6C, Aadhaar No: 79xxxxxxxxx5773 Status : Representative, Representative of : RUPAYAN PROJECTS PRIVATE LIMITED (as DIRECTOR)			

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Mr SUBHAS CHANDRA CHAKRABORTI</b> Son of Late P C CHAKRABORTI ALIPORE POLICE COURT, City:- , P.O:- ALIPORE, P.S:-Alipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700027			
	10/05/2023	10/05/2023	10/05/2023
Identifier Of Mr BRIJESH SURESH SHAH, Mr YOGESH VINOD KUMAR BADIYANI, Mr Sabyasachi De, Mr Sabyasachi De			



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	CLASSIC DEVELOPERS	RUPAYAN PROJECTS PRIVATE LIMITED-4.74375 Dec
2	RUPAYAN PROJECTS PRIVATE LIMITED	RUPAYAN PROJECTS PRIVATE LIMITED-4.74375 Dec

**Transfer of property for S1**

Sl.No	From	To. with area (Name-Area)
1	CLASSIC DEVELOPERS	RUPAYAN PROJECTS PRIVATE LIMITED-300.00000000 Sq Ft
2	RUPAYAN PROJECTS PRIVATE LIMITED	RUPAYAN PROJECTS PRIVATE LIMITED-300.00000000 Sq Ft



On 10-05-2023

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

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

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

Presented for registration at 16:00 hrs on 10-05-2023, at the Office of the A.D.S.R. ALIPORE by Mr SABYASACHI DEY .

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,10,43,745/-

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

Execution is admitted on 10-05-2023 by Mr BRIJESH SURESH SHAH, AUTHORIZED SIGNATORY, CLASSIC DEVELOPERS (Partnership Firm), 129, RADHA BAZAAR STREET, GR. FLOOR, ROOM NO. 1, City:- Kolkata, P.O:- KALUTOLA, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr SUBHAS CHANDRA CHAKRABORTI, , Son of Late P C CHAKRABORTI, ALIPORE POLICE COURT P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 10-05-2023 by Mr YOGESH VINOD KUMAR BADIYANI, AUTHORIZED SIGNATORY, CLASSIC DEVELOPERS (Partnership Firm), 129, RADHA BAZAAR STREET, GR. FLOOR, ROOM NO. 1, City:- Kolkata, P.O:- KALUTOLA, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001

Identified by Mr SUBHAS CHANDRA CHAKRABORTI, , Son of Late P C CHAKRABORTI, ALIPORE POLICE COURT P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 10-05-2023 by Mr SABYASACHI DEY, DIRECTOR, RUPAYAN PROJECTS PRIVATE LIMITED (Private Limited Company), 2/3B, CHANDRA NATH CHATTERJEE STREET, City:- , P.O:- BHAWANIPORE, P.S:-Bhawanipore, District:-South 24-Parganas, West Bengal, India, PIN:- 700025

Identified by Mr SUBHAS CHANDRA CHAKRABORTI, , Son of Late P C CHAKRABORTI, ALIPORE POLICE COURT P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

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Identified by Mr SUBHAS CHANDRA CHAKRABORTI, , Son of Late P C CHAKRABORTI, ALIPORE POLICE COURT P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/05/2023 8:19PM with Govt. Ref. No: 192023240037863041 on 02-05-2023, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 2134401310 on 02-05-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 74,020/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 45394, Amount: Rs.1,000.00/-, Date of Purchase: 27/04/2023, Vendor name: Tanmoy Kumar Purakayastha

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/05/2023 8:19PM with Govt. Ref. No: 192023240037863041 on 02-05-2023, Amount Rs: 74,020/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 2134401310 on 02-05-2023, Head of Account 0030-02-103-003-02



**MANIMALA CHAKRABORTY**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. ALIPORE**  
**South 24-Parganas, West Bengal**

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1605-2023, Page from 24043 to 24085

being No 160500673 for the year 2023.



me

Digitally signed by MANIMALA  
CHAKRABORTY  
Date: 2023.05.11 16:08:32 -07:00  
Reason: Digital Signing of Deed.

(MANIMALA CHAKRABORTY) 2023/05/11 04:08:32 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. ALIPORE  
West Bengal.

(This document is digitally signed.)