

পশ্চিমবঙগ पश्चिमावंगाल WEST BENGAL

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8-2557676

Certified that the document is admitted. Registration. The signature sheets and the endroesement sheets attached with the document are the part of this exertment.

District Sub-Register-II

1 1 OCT 2023

### **DEVELOPMENT AGREEMENT**

This DEVELOPMENT AGREEMENT made this M / Rday of october 2023,

BETWEEN

RISHIT INFRASTRUCTURES LLP, (PAN AAPFR1248G), a Partnership Firm, registered under the provisions of the Limited Liability Partnership Act, having its registered Office at 6, Nandalal Jew Road, P.O. – Kalighat, P.S. – Tollygunge, Kolkata – 700 026, West Bengal, represented by its Designated Partner, MR. HIRALAL BHANDARI, (PAN AELPB6558H, AADHAAR : . . 527165251336 , Mobile : 9830775228), Son of Late Champalal Bhandari, by religion – Jain, by citizen – Indian, by occupation – Business , residing at 15, Loudon Street, P.S-Shakespeare Sarani, P.O- Circus Avenue, Kolkata-700 017, West Bengal ; hereinafter called the 'OWNER' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successor-in-interest and office, administrators, executors and assigns) of the ONE PART.

#### AND

SHREE RAM EMPIRE PRIVATE LIMITED, (PAN ABECS8708D), a registered Company, registered under the Provisions of the Indian Companies Act, 1956, having its registered Office at 66A/2, Kankulia Road, Ground Floor, P.O. – Sarat Bose Road, P.S.– Gariahat, Kolkata – 700 029, West Bengal, represented by one of its Director, MR. RAM BAHADUR MAHATO, (PAN AGRPM4799F, Aadhaar: 5186 7503 9176, Mobile: 9433337097), son of Late Ganour Mahato, by occupation – Business, by religion – Hindu, by citizen – Indian of 66A, Kankulia:Road, Lake, P.O. – Sarat Bose Road, P.S.– Gariahat, Kolkata – 700 029, West Bengal; hereinafter called the 'DEVELOPER' (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include its successors-in-interest and office, executors, administrators, and assignees) of the OTHER PART.

WHEREAS ALL THAT Piece and Parcel of demarcated area of land measuring Three Cottahs Four Chattak Twenty Two Sq. feet ( 3 K – 4 Ch. – 22 Sft.), together with existing old building standing thereon, comprised in E/P No. 18, S.P. No. 182 in C.S. Plot No. 410(P), lying within Mouza – Jadavpur, J.L. No. 35, the tnen 24 Parganas, at present 24-Parganas (South), presently known and numbered as Municipal Premises No. 29, Viveknagar, Block – 5, Kolkata – 700 075, Postal Address: 5/17, Viveknagar, P.O. - Santoshpur, P.S. Old Purba Jadavpur, then Survey Park, at

present P.S. – Santoshpur, Kolkata – 700 075, District – 24-Parganas (South), under Ward No. 104, within the limits of Kolkata Municipal Corporation, particulars of which mentioned in the "A" Schedule below, and hereinafter referred to as the Said Schedule A Property at present owned and possessed by the Owner herein.

### -: RECITALS:-

AND WHEREAS after partition of India, one Amar Kanti Roy, Son of Late Kumud Bandhu Roy, resident of former East Pakistan now Bangladesh, being the refugee along with his all other family members came to West Bengal to survive. Said Amar Kanti Roy started to live therein by occupying a plot of land measuring Three Cottahs Four Chattak Twenty Two Sq. feet ( 3 K – 4 Ch. – 22 Sft.) more or less, comprised in E/P No. 18, S.P. No. 182 in C.S. Plot No. 410(P), lying within Mouza – Jadavpur, J.L. No. 35, the then 24 Parganas, at present 24-Parganas (South), Kolkata – 700 075, by constructing a kachha structure thereon and subsequently the Government of West Bengal recognized all such type of displaced persons including the above mentioned Amar Kanti Roy and has decided to rehabilitate them.

AND WHEREAS the Government of West Bengal considering the adverse possession of the said refugee Amar Kanti Roy and his family members, intended to rehabilitate the said refugee by granting the said occupied plot of land and as such the Government of West Bengal as Donor executed and registered a Deed of Gift on 23<sup>rd</sup> day of October, 1990, duly registered in Book No. I, Volume No. 27, Pages from 269 to 272, Being No. 2018, for the year 1990 of Additional District Registrar, Alipore, made gift, transferred and delivered possession ALL THAT area of land measuring Three Cottahs Four Chattak Twenty Two Sq. feet ( 3 K – 4 Ch. – 22 Sft.) more or less, together with existing with existing old cemented floor residential single storied structure standing thereon, measuring constructed covered area 500' Sq. feet more or less,, comprised in E/P No. 18, S.P. No. 182 in C.S. Plot No. 410(P), lying within Mouza – Jadavpur, J.L. No. 35, the then 24 Parganas, at present 24-Parganas (South), Kolkata – 700 075 and hereinafter called the "said land", in favour of sadi Amar Kanti Roy, being the Donee of the said Deed of Gift.

AND WHEREAS after lawful acquisition of the said land, said Amar Kantai Roy while seized and possessed the said land, he mutated his name in the records of Kolkata Municipal Corporation in respect to the said land which was subsequently known and numbered as Premises No.29, Viveknagar, Block-5, Kolkata – 700 075, Postal Address: 5/17, Viveknagar, along with single storied cemented floor structure, measuring 500' Sq. feet more or less, standing thereon at Premises No. 29, Viveknagar, Block -5, Kolkata- 700 075, Postal Address: 5/17, Viveknagar, P.O. - Santoshpur, P.S. – Purba Jadavpur, within Mouza – Jadavpur, District – 24- Parganas(South) and since then said Amar Kanti Roy possessing and enjoying the said land and structure without let or hindrance free from all encumbrances and the said land and structure is morefully and particularly described in the "A" Schedule below.

AND WHEREAS while said Amar Kanti Roy was in absolute khas possession in respect to the "A" Schedule property by paying tax to the Corporation, he by a registered Deed of Sale, dated 29<sup>th</sup> January, 2007, duly registered in Book No. I, Volume No.4, Pages 115 to 124, Being No. 80, for the year 2007 of A.D.Ş.R. Sealdah, for the consideration therein mentioned, sold and transferred and delivered possession of the "A" Schedule property in favour of one Sri Sankar Prasad Sikari, S/o Sri Kashiswar Sikari, residing at Indra Prastha, P.O. – Khagra, P.S. – Baharampur, District – Murshidabad, West Bengal, absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS said Sri Sankar Prasad Sikari after the said purchase took possession of the said "A" Schedule property and mutated his name in the record of Kolkata Municipal Corporation, in respect to the said property and after mutation his name got recorded in Assessment Register of the Kolkata Municipal Corporation, vide Assessee No.31-104-43-0029-5.

AND WHEREAS said Sri Sankar Prasad Sikari while was in absolute khas possession in respect to the "A" Schedule property exercising his absolute right, title, interest by paying tax to the Corporation, he by a registered Deed of Sale, dated 29<sup>th</sup> October, 2022, duly registered in Book No. I, Volume No. 1904, Pages 1053582 to 1053612, Being No. 190417788, for the year 2022 of Additional Registrar of

Assurance-IV, Kolkata, for the consideration therein mentioned, sold, transferred and delivered possession of the "A" Schedule property in favour of RISHIT INFRASTRUCTURES LLP, a Partnership Firm, registered under the provisions of the Limited Liability Partnership Act, having its registered Office at 6, Nandalal Jew Road, P.O. – Kalighat, P.S. – Tollygunge, Kolkata – 700 026, West Bengal, being the Owner herein absolutely and forever free from all encumbrances whatsoever.

AND WHEREAS the Owner herein after the said purchase took possession of the "A" Schedule property and mutated its name in the record of Kolkata Municipal Corporation, in respect to the said property and after mutation its name got recorded in Assessment Register of the Kolkata Municipal Corporation, vide Assessee No.311044300295 and paying rates and taxes uptodate.

AND WHEREAS the Owner herein is now in absolute khas possession exercising its absolute right, title, interest in respect to the "A" Schedule property, by paying tax to the Municipal Corporation and rent to the Govt. and is now absolutely seized and possessed the "A" Schedule property as absolute owner and as an indefeasible estate from all encumbrances whatsoever.

AND WHEREAS the Owner herein has now decided to make development of the "A" Schedule land by constructing **Two Storied building** and to fulfill the intention, the Owner has now declared to appoint one Developer who has sufficient knowledge, experience and financial capability of making construction, subject to condition that the ratio will be 60:40 i.e the Owner will be entitled to 60% of F.A.R and the Developer will be entitled to get 40% of F.A.R as per plan to be sanctioned from the Kolkata Municipal Corporation.

It has been agreed by and between the Owner and Developer that The developer shall give and handover 4 Flats in a habitable condition out of which two flats being numbered as Flat A and Flat C in the Ground floor and two flats being numbered as flat No B and another Flat C in the First Floor as mentioned in the plan sanctioned from the Kolkata Municipal Corporation within the proposed Two-storied building, to be constructed on the "A" Schedule property as per plan sanctioned from the Kolkata Municipal Corporation property together with proportionate undivided impartible share of land underneath of the proposed multi-storied building.

The entire construction shall be made at the cost of the Developer and for the said investment the Developer shall get 2 Flats out of which one flat B in the Ground floor and another Flat A on the First Floor as mentioned in the Plan sanctioned from the Kolkata Municipal Corporation of the proposed Two-storied building, to be constructed on the "A" Schedule property together with proportionate undivided impartible share of land underneath of the proposed multi-storied building.

AND WHEREAS the Owner herein considering the fame and goodwill of the Developer herein, made approach to the Developer for making construction of Two Storied building on its "A" Schedule land and also conveyed the aforesaid terms and conditions and the Developer herein considering the bonafide approach, agreed to accept the same and has also conveyed some other terms and conditions, which the Owner also has accepted and it was also undertaken by the Owner herein that the entire old structure within the "A" Schedule property shall be demolished by the Developer herein at its own cost and responsibility and the demolished building materials shall be sold by the Developer to realize the cost of demolition.

AND WHEREAS the parties herein for avoiding all future disputes and for maintaining good relation, do hereby agree on the following terms and conditions : -

#### : TERMS AND CONDITIONS:

- 1. That the Owner has already handed over all documents, such as authenticated photocopy of all deeds as mentioned, copy of Corporation tax receipts and all other relevant documents lying in the name and custody of the Owner for investigation of marketable title to the "A" Schedule property for satisfaction of the Developer and its Advocate and if any document is found not submitted, shall be handed over to the Developer herein within 15 (fifteen) days from the date of execution and registration of this Instrument and on mutual agreement the owner already handed over the possession of the Schedule A property to the Developer.
- 2. That the Owner hereby declares that the property in Schedule "A", is being the absolute property of the Owner herein and has good, saleable and marketable title and is not subject matter of any mortgage, lien, surety, attachment and not involve with any pending litigation and the property or any part of its has not been

affected by any acquisition and requisition and the Property is free from all encumbrances whatsoever. The Owner further declare that prior to execution of this Instrument, the Owner did not execute any agreement with any third party in respect to the "A" Schedule property and if any statement is found to be false, subsequently will be liable under the law and the Owner also shall be liable to pay damages to the Developer.

- 4. That the site plan and building plan for construction of proposed building shall be drawn and prepared by the Developer's appointed architect, engineer in conformity with the Kolkata Municipal Corporation Act and rules and the existing by-laws, if any of the Kolkata Municipal Corporation.
- 5. That the Developer shall bear all costs for preparation of site plan and building plan & also shall deposit all costs and charges, which will be required for the purpose of getting sanction of building plan or any supplementary plan or revised plan.
- 6. That the Developer has right to sign in the site plan and building plan and shall observe all formalities which are required for getting sanction of the same and the Owner shall co-operate the Developer, if required for getting any modification or further plan from the Kolkata Municipal Corporation.
- 7. That the Developer already got the Building Plan Sanctioned vide Plan No 2022110470 dated 22.02.2023 from the Kolkata Municipal Corporation at its own cost after demolishing the existing structure at its own cost and realized the cost of demolition by selling the building materials and the Developer shall complete the construction of proposed Two Storied building on the "A" Schedule property, in conformity with the plan already sanctioned by the Kolkata Municipal Corporation, as well as specification to be given with good materials, fittings and fixtures within 12 (Twelve) months from the date of signing this Agreement with Power.
- 8. That the total construction of the proposed building shall be made entirely at the cost of the Developer. That the Developer shall bear all cost, such as soil test, preparation of revised plan/supplementary plan, fittings, fixtures and shall complete the proposed multi-storied building.

That the Owner within the total proposed constructed building, shall get 60% of F.A.R of the Plan Sanctioned from the Kolkata Municipal Corporation which consist of 4 Flats in a habitable condition out of which two flats being numbered as Flat A and Flat C in the Ground floor and two flats being numbered as flat No B and another Flat C in the First Floor as mentioned in the plan sanctioned from the Kolkata Municipal Corporation within the proposed Two-storied building, to be constructed on the "A" Schedule property as per plan sanctioned from the Kolkata Municipal Corporation property together with proportionate undivided impartible share of land underneath of the proposed Two-storied building.. The entire construction shall be made at the cost of the Developer and for the said investment and efforts given for construction of the Two storied building, the Developer shall get 40% of F.A.R of the Plan Sanctioned from the Kolkata Municipal Corporation which consist of 2 Flats. out of which one flat B in the Ground floor and another Flat A.on the First Floor as mentioned in the plan sanctioned from the Kolkata Municipal Corporation within the proposed Two-storied building, to be constructed on the "A" Schedule property as per plan sanctioned from the Kolkata Municipal Corporation property together with proportionate undivided impartible share of land underneath of the proposed Twostoried building and the particulars of the Owner's allocated area is morefully described in "B" Schedule below AND the particulars of the Developer's allocated area is mentioned in the "C" Schedule below & the Developer shall be at complete liberty to sell/lease/mortgage and/or gift or let-out or any kind of transfer, enter into Agreement For sale in part or in full, at its own discretion, out of its allocated "C" Schedule property to any person/company, Govt./Non-Govt., as it deems fit and proper, for which Owner herein shall not raise any objection/ obstruction/etc. whatsoever, at any time.

It has been agreed by and between the Owner and Developer that the 40% of the F.A.R of the Plan sanctioned from the Kolkata Municipal Corporation for construction of two storied building which consists of two flats as mentioned herein and if the total measurement of Two flats comes less area against the area which the developer is entitled to get i.e 40% of the F.A.R as per Plan sanctioned from the Kolkata Municipal Corporation and in that event for the shortfall of the area which will come out after completion of the building but before handing over the owner's

allocation to the owner, the owner agrees to pay at a market price per sq ft super built up area which will prevail that time i.e after completion of the building to the developer which is accepted by the Developer

It has been further agreed by and between the owner and the Developer that if the Developer is able to construct any flat/s on the roof of the First floor in that event the cost of construction which includes getting the plan sanctioned from the Kolkata Municipal Corporation and other allied expenses will be deducted from the sale proceeds of the said flat/s and the remaining sale proceeds will be divided between the owner and the developer in equal ratio.

- 10. That the Developer herein shall handover the owner's allocated "B" Schedule property to the Owner within 12 (Twelve ) months from the date of signing this Agreement with Power and the units to be constructed as per specification mentioned hereafter.
- 11. That the constructed area for common use and common portion, shall be kept common for all the proposed purchasers of the units to be constructed including the land owner and the Developer as per each of their necessity.
- 12. That the Owner shall not be entitled to claim, demand any further constructed area from the proposed construction in excess of the "B" Schedule area and further consideration, as mentioned in Clause 9 of this Agreement consideration of the "A" Schedule property.
- 13. That the Developer shall have all right to enter into an agreement for sale of its "C" Schedule allocated area of proposed flats, to be constructed within its allocated area, together with proportionate share of land, underneath of the proposed building to any Purchaser & the Developer by entering into agreement for sale, shall have all right to take advance consideration money or entire consideration money from the prospective Purchasers and has right to sell, mortgage, make gift, let-out, lease-out, made settlement of any portion of its allocation to any Purchaser/person/ company/ firm and also has full right to give consent to any Purchaser for taking loan from any authorized financial authority, provided the Developer shall

have no right to enter into agreement for sale of owner's allocated "B" Schedule area.

- 14. That the Developer within its-"C" Schedule allocated area, shall have full power and authority to deliver possession of any flat, proposed to be constructed, to any prospective Purchaser entirely at the risk and responsibility of the Developer.
- That the Developer has all right to execute and register Proper Instrument of Transfer, i.e., Sale Deed (Conveyance Deed), Settlement Deed, Exchange Deed, Mortgage Deed; Gift Deed or any types of Deeds of its "C" Schedule allocated proposed flats, to be constructed on the "A" Schedule land, together with proportionate undivided share of land (except owner's allocated "B" Schedule area) in favour of the prospective purchasers, accepting the entire consideration money of the flat, to be sold and the owner shall confirm the sale by joining in the proposed conveyance as party through its appointed Constituted Attorney.
- 16. That the Owner, in respect of its allocated portion, shall pay any/the applicable taxes, as prevailing at the time to Govt. / Kolkata Municipal Corporation, etc. After taking possession of the flats/ units the Owner shall make application to the Kolkata Municipal Corporation for separate assessment. Similarly the prospective purchasers of the other proposed units shall pay the/any tax to the Govt./ Kolkata Municipal Corporation separately, as applicable, upon/after getting mutation done, of each of their names in respect to each of their purchased flat.
- 17. That the Owner shall not be liable to pay for any charges to the person(s) appointed by the Developer for the said construction work on the said plot of land, described under the "A" Schedule.
- 18. That the Developer at its own cost and expenses or from advance taken from prospective purchasers shall construct the building by engaging its own men and shall keep and stock building materials at the site of construction of the building. The Owner hereby do authorize the Developer to do all lawful acts, deeds, things, which will be necessary for the purpose of completion of construction work and shall grant other power or powers and authorities as may be reasonably required by the Developer.

- 19. That the Owner after getting its allocated "B" Schedule area shall enjoy and allow to enjoy others, the common passage, path etc. which are necessary for common use and made for common maintenance and use for the occupiers of the proposed "A" Schedule building.
- 20. That the owner shall bear the proportionate cost of maintenance of the building in respect to its "B" Schedule allocated area and shall join with the Owners' Association, to be formed by the body of flat owner but so long Association is not formed, the maintenance charges to be fixed by the Developer and shall be paid to the Developer on and from the date of issuing possession letter/certificate and the said maintenance charges shall be calculated on the super built up area..
- 21. That the Owner herein shall have right to take new meter in its name and new meter shall be provided in the common meter space to be made in the proposed building and the cost of installation of meter shall be borne by the owner herein and in case of shifting of meter, the cost shall also be borne by the owner herein.
- 22. That the Owner shall handover all relevant photocopies of original documents to the Developer on the date of registration of this Development Agreement with General Power of Attorney and the owner will be bound to give inspection of the Originals as and when will be required either by visiting the concerned Bank from the intending purchaser/s will take loan for purchasing flat from the Developer's allocation or to the intending purchaser/s as the case may be .
- 24. That both parties have the right to sue the other, for Specific Performance of Contract.
- 25. That the Owner shall handover upto date Municipal tax receipt and Govt. Rent receipt after making payment to the competent authority, on the date of handing over possession of the "A" Schedule property to the Developer, i.e., the Owner shall pay the Municipal tax and Govt. Rent and any other tax(s), due electricity charges and any other dues in respect to the "A" Schedule property, if any, before handing over the possession and the Developer shall be responsible for payment of tax and rent and any other payment, if any, from the period of construction as well as after getting the vacant possession from the Owner and the Developer shall have no

responsibility of payment of any due tax and rent and other dues on behalf of the owner.

That it is agreed that the Developer shall not be treated in breach of any of the conditions of this Aureement or any part thereof during the period when the Force Majeure situation may include but not indicated the conditions:

Fire, Earthquake, Floods, Tempest, any Natural Calamity, or any Acts of Gods,

Riots, Local Disturbance, Civil Disobediences, Labour Unrest, etc Abnormal Increase in prices of raw materials or shortage of supply thereof.

Non-performance by contractors Recession in economy or in the industry.

- Prohibitory orders from any Court of Law or Judicial, or Quasi Judicial Authorities, Statutory Bodies or Departments, Municipalities/Kolkata Municipal Corporation, Governments.
- 7. Any delay in grant of Electricity, Water, Sewage or Drainage Connection or any
  - other permission or sanctions as are necessary for completion of the project.
- Any Inaction and / or non-action on the part of any Statutory and/or quasi-judicial authority.
- Other /any kind of unavoidable circumstances beyond the control of the DEVELOPER.
- 28. The proposed multi-storied building shall be named

<sup>29.</sup> That all definition of land, building, plan, common area, things, maintenance shall be according to the provisions laid down in the West Bengal Apartment Ownership Act, 1972.

- 30. That this Development agreement shall be binding upon the Owner herein and its successor-in-interest legal heirs, legal representatives, successor-in-interest and office, executors, administrators, and assignees and if before completion of the project or before selling all the proposed units, in case, unfortunately, any of the Partner of the Owner firm passes away or takes retirement, then the Owner firm shall be abide by operation of law and the substituted Partner/existing other partner(s)/newly appointed Partner(s) alongwith the existing partner(s), shall be binding upon all the terms as mentioned in this registered Instrument for avoiding all legal complications.
- 31. That the 'singular' & 'plural' form and 'female' & 'masculine' gender shall be supposed to have transposed their respective places should the concerned subject and context herein require so without prejudice to the import and purport thereof.
- 32. This agreement is executed in duplicate, The original shall be with the Other Party/Developer and the Duplicate shall be with the One Part/Owner and if the agreement is executed and registered in that event the registered agreement shall be with the Other Party/Developer and the Certified copy of the same shall be with the One Part/Owner;
- 33.It is pertinent to mention here that after getting this agreement registered one supplementary Agreement will be executed between the parties regarding any term which is not mentioned in this Agreement and the said supplementary agreement will be treated as part of this Agreement.
- 34 The concerned court shall have the Jurisdiction to entertain and try all actions suits and legal proceedings arising out of this agreement.
- 35 Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by registered post with acknowledgment due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the cover sent by registered post without the

same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.

Be it noted that by this Development Agreement and the related Development Power Of Attorney, the Developer shall only be entitled to receive consideration money by executing Agreement/ Final document for transfer of property as per provision laid down in the said documents as a Developer without getting any ownership of any part of the property under schedule. This Development Agreement and the related Development Power Of Attorney shall never be treated as Agreement/ Final document for Transfer Of Property between the Owner and the Developer in anyway. This clause shall have overriding effect to anything written in these documents in contrary to this Clause.

### SCHEDULE "A" IMMOVABLE PROPERTY ABOVE REFERRED TO:

ALL:THAT Piece and Parcel of demarcated area of land measuring Three Cottahs Four Chattak Twenty Two Sq. feet ( 3 K – 4 Ch. – 22 Sft.) more or less, together with existing old cemented floor residential single storied structure standing thereon, measuring constructed covered area 500' Sq. feet more or less, comprised in E/P No. 18, S.P. No. 182 in C.S. Plot No. 410(P), Mouza – Jadavpur, J.L. No. 35, presently known and numbered as Municipal Premises No. 29, Viveknagar, Block – 5, Kolkata – 700 075, Postal Address: 5/17, Viveknagar, P.O. - Santoshpur, P.S. – Purba Jadavpur, Kolkata – 700 075, District – 24-Parganas (South), under Ward No. 104, within the limits of Kolkata Municipal Corporation, together with all rights of easements annexed therewith. The property is butted & bounded by as follows:

ON THE NORTH

: By 47 Garfa Main Road,

ON THE SOUTH

: By 5/18 Vivek Nagar,

ON THE EAST

: By 1A Garfa Main Road,

ON THE WEST

: By 5/16, Vivek Nagar and 9 feet 10 inches Colony Road.

### SCHEDULE"B" OWNER'S ALLOCATION ABOVE REFERRED TO:

Shall mean 60% of F.A.R of the Plan Sanctioned from the Kolkata Municipal Corporation which consist of 4 Flats in a habitable condition out of which two flats being numbered as Flat A and Flat C in the Ground floor and two flats being numbered as flat No B and another Flat C in the First Floor as mentioned in the plan sanctioned from the Kolkata Municipal Corporation within the proposed Two-storied building, to be constructed on the "A" Schedule property as per plan sanctioned from the Kolkata Municipal Corporation property at the cost of the Developer together with proportionate undivided impartible share of land underneath of the proposed Two-storied building.

# SCHEDULE "C" DEVELOPER'S ALLOCATION ABOVE REFERRED TO:

Shall mean 40% of F.A.R of the Plan Sanctioned from the Kolkata Municipal Corporation which consist of 2 Flats out of which one flat B in the Ground floor and another Flat A on the First Floor as mentioned in the plan sanctioned from the Kolkata Municipal Corporation within the proposed Two-storied building, to be constructed on the "A" Schedule property as per plan sanctioned from the Kolkata Municipal Corporation property together with proportionate undivided impartible share of land underneath of the proposed Two-storied building.

It has been agreed by and between the Owner and Developer that the 40% of the F.A.R of the Plan sanctioned from the Kolkata Municipal Corporation for construction of two storied building which consists of two flats as mentioned herein and if the total measurement of Two flats comes less area against the area which the developer is entitled to get i.e 40% of the F.A.R as per Plan sanctioned from the Kolkata Municipal Corporation in that event for the shortfall of the area which will come out after completion of the building but before handing over the owner's allocation to the owner', the owner agrees to pay at a market price per sq ft super built up area which will prevail that time i.e after completion of the building to the developer which is accepted by the Developer

It has been further agreed by and between the owner and the Developer that if the Developer is able to construct any flat/s on the roof of the First floor in that event

the cost of construction which includes getting the plan sanctioned from the Kolkata Municipal Corporation and other allied expenses will be deducted from the sale proceeds of the sald flat/s and the remaining sale proceeds will be divided between the owner and the developer in equal ratio.

### SCHEDULE 'D' ABOVE REFERRED (SPECIFICATION)

Details of Construction of the building under construction at Municipal Premises No. 5/17, Viveknagar, P.O. - Santoshpur, P.S. - Purba Jadavpur, Kolkata - 700 075, District - 24-Parganas (South), under Ward No. 104, within the limits of Kolkata Municipal Corporation, with specification

Structure Work : As per KMC approved Plan

Outside Wall : 200mm thick Ist class bricks

Inside Wall : 75mm to 25mm thick of Ist class bricks ( with net gathni )

wherever necessary.

All Plastering : 1: 6 prop for 10" or 8" wall.

1: 4 prop for 5" or 3" wall.

Wooden Frame : Made of Malayasa Sal wood.

Of Doors

Wooden Shutters: ALL doors will be Flush door with necessary fittings.

(iii) WINDOW PANNELS : All Windows shutter will be sliding

Aluminum Windows with necessary

fittings complete.

: One standard size cooking self with

Black stone finished top, one Stainless

Steel sink and one water tap

arrangement will be provided.

Floor

Marble/ Vitrified Tiles (2ft x2 ft)

TOILET

:One Commode with low down distern with PVC Door with frame.

**ROOF FINISH** 

: Roof Treatment, with net cement will, be done.

SANITARY & PLUMBING :

(i) SANITARY

Soil lines will be with P.V.C. pipe to be connected to the septic tank as per K.M.C sanctioned plan.

(ii) PLUMBING

Plumbing line will be of P.V.C. and necessary internal plumbing line will be installed concealed.

(iii) WATER SUPPLY

K.M.C. water supply line with a tap will be provided in the premises for common use only water will be lifted by installing a water overhead water reservoir from where water will be supplied for use of all occupier/owners of the flats/units through suitable water plumbing line.

**ELECTRIFICATION** 

Electrification of all rooms, kitchen, toilets, Verandah, stair room/stair-case, and other built Up common space/passage of the proposed

Building with concealed electrical wiring. Electrical fittings, wires (Havels/Fenolex) and other materials of standard quality (ISI Marked) will be used for the purpose of electrification wiring.

Snowcem/Weather Coat

Outside Wall Painting

COMMON PASSAGES / PARTS OF THE BUILDING

COMMON PASSAGES / PARTS OF THE BUILDING Necessary lighting point shall be provided as per Specification of this agreement is subject to additional and alteration on mutual discussion with intending buyer of flats/units and on payment of cost/charge for such additional and alteration by such intending buyer of flats/units extra in additional to the agreed price/consideration cost of the flats/units.

Necessary lighting point shall be provided as per Specification of this agreement is subject to additional and alteration on mutual discussion with intending buyer of flats/units and on ... payment of cost/charge for such additional and alteration by such intending buyer of flats/units extra in agreed the additional to the price/consideration cost. flats/units.

It is pertinent to mention here that if the Purchasers want any extra work over and above specification as given in this agreement in that case the Purchasers will bear the extra expenses to be incurred by the Owner/Vendor for doing the extra job over and above the specification above mentioned .

#### SCHEDULE 'E' PROPOSED COMMON PORTIONS:

- Main entrance for ingress and egress.
- b) Path, passage, lobbies, lift, staircase, landing made for common use for owner in respect to each of their unit.
- c) Water pumps, water reservoir, water pipes, overhead tank.
- d) Drains, sewers and all other pipes connection for discharging water commonly from overhead tank, roof and from each flat to sanitary chamber, drain.
- h) All other common portion/things which are necessary for common enjoyment of all Unit owner.

# SCHEDULE 'F' COMMON EXPENSES PROPOSED TO BE BORNE BY THE OWNER AFTER HANDING OVER THE POSSESSION TO THE OWNER:

#### 1. MAINTENANCE:

All expenses for maintaining, operating, white-washing, painting, repairing, renovating and replacing the common portion including the outer walls of the building.

#### 2. OPERATIONAL:

All expenses for running and operating all machinery, equipments and installations comprised in common portion, including lift, water, pumps, electrical sub-station, transformer & generator and including the costs of repairing, renovating, and replacing.

IN WITNESSES WHEREOF the Parties herein put each of their signatures, the day, month and the year above written, at Kolkata;

SIGNED and DELIVERED by the Owner, RISHIT INFRASTRUCTURES LLP, represented by its Designated . Partner, HIRALAL BHANDARI

RISHIT INFRASTRUCTURES LLP.

Horalal Bhandas Designated Partner

(SIGNATURE WITH SEAL/STAMP)

BC porevivo

2. Robit Nahado 66A/2, Kankulla Road -29.

SIGNED and DELIVERED by the DEVELOPER, SHREE RAM EMPIRE PRIVATE LIMITED, represented by one of its Director, RAM BAHADUR MAHATO

SHREE RAM EMPIRE PVT. LTD.

n Bahadur mahate

(SIGNATURE WITH SEAL/STAMP)

WITNESS(es):

2. Kolit Makato 66A/2, Kunkulla Road Kol- 29:

Drafted by:

Indrajit Sen, Advocate. High Court, Calcutta Enrol no F-947/695/1999

### SPECIMEN FORM FOR TEN FINGERPRINTS

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рното									-	
		Hand								
	_	Left	Little Fin	iger Ring	Finger	Middle	Finger ·	Fore Finger		Thumb



## Government of West Bengal GRIPS 2.0 Acknowledgement Receipt Payment Summary





GRIPS Payment ID:

101020232025414412

2041

SBI EPay

7386205850529

BRN: Payment Status:

Total Amount:

Bank/Gateway:

Successful

Payment Init. Date: .

No of GRN:

Payment Mode:

BRN Date:

Payment Init. From:

10/10/2023 23:09:39

SBI Epay

10/10/2023.23:11:39

Department Portal

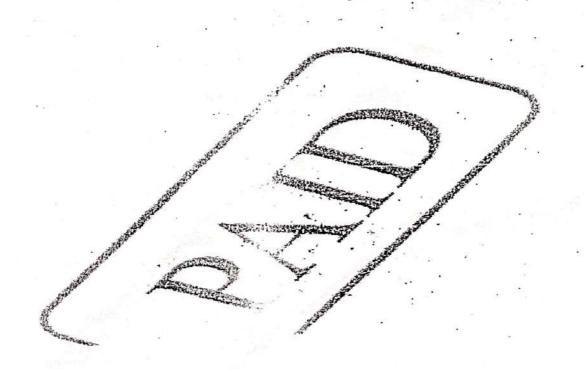
Mr Indrajit Sen

Depositor's Name: 9830557182 Mobile:

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SI No.		of Registrat	tion & Stamp Revenue		2041
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This is an Acknowledgement Receipt, please refer the respective e-challan from the IN WORDS: DISCLAIMER:

pages below.





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





GRN: GRN Date: 192023240254144138

10/10/2023 23:09:39

BRN: Gateway Ref ID:

GRIPS Payment ID:

Payment Status:

7386205850529

**IGAQHLWSU8** 

101020232025414412

Successful

Payment Mode:

Bank/Gateway:

**BRN** Date:

Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment

Gateway

10/10/2023 23:11:39

State Bank of India NB

10/10/2023 23:09:39

2002553676/2/2023

[Query No/\*/Query Year]

### Depositor Defails 4

Depositor's Name:

Mr Indrajit Sen

3/3 Bosepukur Prantik Pally, Kol 700042 Address:

9830557182 Mobile: Period From (dd/mm/yyyy): 10/10/2023 10/10/2023

Period To (dd/mm/yyyy): Payment Ref ID:

2002553676/2/2023 2002553676/2/2023

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1		Property Registra	hon Stamp duty		. 21
1	2002553676/2/2023	Property Registration	- Registration Fees	0030-03-104-001-16	
2	2002553676/2/2023	Property Registration	I- Action	Total	2041
		Anis.		The same of the sa	

TWO THOUSAND FORTY ON IN WORDS:

### Major Information of the Deed

	Major Information	
eod Nos	I-1602-15033/2023	Qate of Registration; 41 14/10/2023
uery Not Year	1602-2002553676/2023	
uery Date in Table 210	06/10/2023 3:34:27 PM	D.S.RI I SOUTH 24-PARGANAS, District: South 24-Parganas
Applicant Name, Address  Cother Details	D MANDAL ALIPORE JUDGES COURT, Tha BENGAL, PIN - 700027, Mobile I	na : Alipore, District : South 24-Parganas, WEST No. : 9007793768, Status :Advocate
Transaction	(1) 10 10 10 10 10 10 10 10 10 10 10 10 10	Additional Annual Property
	Agreement or Construction	[4305] Other than Immovable Declaration [No of Declaration : 2] Market Value
Set Forth value if he had a	DIM CALL	Rs. 53,86,277/-
Stampduty Raid(SD)	A SUPERIOR AND A SUPERIOR	Rs. 53,86,277/- Registration Eee Reid Rs. 53/- (Article:E, E)
Rs. 7,020/- (Article:48(g)).		V from the applicant for Issuing the assement supplied
Remarks	Received Rs. 50/- (FIFTY only area)	Rs. 53/- (Article:E, E) ) from the applicant for Issuing the assement slip.(Urban

District: South 24-Parganas, P.S:- Purba Jadabpur, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: VIVAKNAGAR BLOCK-5, Premises No: 29, Ward No: 104 Pin Code: 700075

VIVA			Ward No: 104 Pin Code : 700075	50 49 777/- Width of Approach
No L1	Mumber	Bastu	3 Katha 4 Chatak 22 Sq	80,48,777 Road: 10 Ft
			Ft .	/- 50,48,777 /-

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- 1	On Land Li		-						-4	OVer	Roof '	Type:
		f floor : 500	Sa Ft.,f	Rosidential	Use, Ce	emented Floor	, Age	of Stru	cture:	0Year,	Roof	Type:
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SI	Name Address Photo: Finger print and Signature Address Photo: Finger print and	
1	RISHIT INFRASTRUCTURES LLP 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 6 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 7 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 8 NANDALAL JEW ROAD, City:-, P.O KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bengal, 8 NANDALAL JEW ROAD, City:-, P.O KALIGHAT	ı

Developer De	tail	8	:
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Name Address Bhoto Finger print and Signature SHREE RAM EMPIRE PRIVATE LIMITED

66A/2 KANKULIA ROAD, City:-, P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, PAN No.:: ABxxxxxx8D, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details:

St. Name Address Photo Finger print and Signature Mr HIRALAL BHANDARI Son of Late CHAMPALAL BHANDARI Date of Execution -11/10/2023, , Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office

15 LOUDON STREET, City:- Kolkata, P.O:- CIRCUS AVENUE, P.S:-Shakespeare Sarani, District:-Kolkata, West Bengal, India, PIN:- 700017, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen lof: India PAN No. 4 A France Office of the Control of of: India, , PAN No.:: AExxxxxx8H, Aadhaar No: 52xxxxxxxx1336 Status : Representative, Representative of : RISHIT INFRASTRUCTURES LLP (as PARTNER)

2 Manual Mr RAM BAHADUR MAHATO (Presentant)

Son of Late GANOUR MAHATO Date of Execution -11/10/2023, Admitted by: Self, Date of Admission: 11/10/2023, Place of Admission of Execution: Office



66A KANKULIA ROAD, City:-.P.O:-SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGXXXXX9F, Aadhaar No:-51xxxxxxxx9176 Status: Representative, Representative of: SHREE RAM EMPIRE PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name W DHANANJOY MANDAL Son of NRIPENDRA NATH MANDAL ALIPORE JUDGES COURT, City:-, P.O:-ALIPORE, P.S:-Alipore, District:-South 24 -Parganas, West Bengal, India, PIN:-700027 11/10/2023 11/10/2023 11/10/2023 Identifier Of Mr HIRALAL BHANDARI, Mr RAM BAHADUR MAHATO

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1	RISHIT INFRASTRUCTURES LLP	SHREE RAM EMPIRE PRIVATE LIMITED-5.41292 Dec
8	or of property for Sta	
	From	T- wildle man (Namo-Arog)
	RISHIT INFRASTRUCTURES LLP	SHREE RAM EMPIRE PRIVATE LIMITED-500.00000000 Sq Ft

### Endorsoment For Deed Number: 1 - 160215033 / 2023

AND THE PROPERTY OF THE PROPER Gerillicate of Admissibility (Rule 43, W.B. Registration Rules 1802)

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

Presentation Under Section 52 & Rule 22A(3) 46(1) Will Registration Bules (1952)

Presented for registration at 13:50 hrs on 11-10-2023, at the Office of the D.S.R. -I I SOUTH 24-PARGANAS by Mr

Cerufficate 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 53.86 277/-

Admission of Execution (Under Section 58, W.B. Registration Rules (1952) in Representative)

Execution is admitted on 11-10-2023 by Mr HIRALAL BHANDARI. PARTNER, RISHIT INFRASTRUCTURES LLP (LLP), 6 NANDALAL JEW ROAD City - P.O. KALIGHAT P.S. Tollygunge District: South 24-Parganas, West (LLP), 6 NANDALAL JEW ROAD, City: , P.O.- KALIGHAT, P.S:-Tollygunge, District:-South 24-Parganas, West Bencal, India, PIN:- 700026

Indetified by DHANANJOY MANDAL , , , Son of NRIPENDRA NATH MANDAL , ALIPORE JUDGES COURT, P.O: ALIPORE, Thana: Alipore, , South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate

Execution is admitted on 11-10-2023 by Mr RAM BAHADUR MAHATO, DIRECTOR, SHREE RAM EMPIRE PRIVATE LIMITED (Private Limited Company), 66A/2 KANKULIA ROAD, City:-, P.O:- SARAT BOSE ROAD, P.S:-Gariahat, District:-South 24-Parganas, West Bengal, India, PIN:- 700029

Indetified by DHANANJOY MANDAL . . . Son of NRIPENDRA NATH MANDAL . ALIPORE JUDGES COURT, P.O. ALIPORE, Thana: Alipore, . South 24-Parganas, WEST BENGAL, India, PIN - 700027, by caste Hindu, by profession Advocate 

Advocate Payment of Eees

Certified that required Registration Fees payable for this document is Rs 53.00/- (E = Rs 21.00/-, H = Rs 28.00/-, M(b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 32.00/-; by online = Rs 21/Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/10/2023 11:11PM with Govt. Ref. No: 192023240254144138 on 10-10-2023, Amount Rs: 21/-, Bank: SB Online on 10/10/2023 11:11PM with Govt. Ref. No: 192023240254144138 on 10-10-2023, Head of Account 0030-03-104-001-16
EPay (SBIePay), Ref. No. 7386205850529 on 10-10-2023, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 7,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,020/Description of Stamp

1. Stamp: Type: Impressed. Serial po 528184. Applicating 5 000.00/-. Date of Purchase: 09/10/2023. Vendor 5 Payment of Stama Duly

Description of Stamp 1. Stamp: Type: Impressed, Serial no 528184, Amount: Rs.5,000.00/-, Date of Purchase: 09/10/2023, Vendor name: S CHATTER IFF

CHATTERJEE
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 10/10/2023 11:11PM with Govt. Ref. No: 192023240254144138 on 10-10-2023, Amount Rs: 2,020/-, Bank:
Online on 10/10/2023 11:11PM with Govt. Ref. No: 192023240254144138 on 10-10-2023, Head of Account 0030-02-103-003-02
SBI EPay (SBIePay), Ref. No. 7386205850529 on 10-10-2023, Head of Account 0030-02-103-003-02

Suman Basu DISTRICT SUB-REGISTRAR OFFICE OF THE D.S.R. 41 SOUTH 24-PARGANAS South 24-Parganas, West Bengal

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 1602-2023, Page from 502006 to 502035 being No 160215033 for the year 2023.



Your

Digitally signed by Suman Basu Date: 2023.10.11 19:05:56 +05:30 Reason: Digital Signing of Deed.

(Suman Basu) 11/10/2023
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. -I I SOUTH 24-PARGANAS
West Bengal.