

भिन्ध्यवका पश्चिम बंगाल WEST BENGAL or Superstanding

AU 085515

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 17 #

December, 20204 between

unless excluded by or repugnant to the context be deemed to include and referred to as the "OWNERS" (which expression Shibpur, Howrah- 711 103, State of West Bengal, hereinafter Housewife, no 1 and 2 both residing at at A 309, Garden Rasidency, their legal heirs, successors, representatives, nominees and assigns Radhakrishna Dutta, by faith- Hindu, Citizen of India, by occupation -2) MADHUMITA DATTA (PAN: AHXPD7639N) (Aadhaar No. Service, residing at A 309, Garden Rasidency, P.S. Shibpur, Howrah-Radhakrishna Dutta, by faith- Hindu, Citizen of India, by occupation 307910930583), (Mobile No. 9051806054), daughter of (Aadhaar of Son (PAN: AFBPD1282K) 9650998710), No. (Mobile DATTA of the FIRST PART; SANDEEP 967523763584), jointly called

AND

(which expression unless excluded by or repugnant to the context be deemed to include its successors - in - office, legal representatives, nominees, 1st Bye Lane, Post Office Danes Shekh Lane, Police Station Citizen of India, by occupation - Business, residing at 34/30, Andul No. 8240964933 | son of Late Dan Bahadur Singh, by faith- Hindu, - 711109. Directors DEVENDRA KUMAR SINGH (PAN ANOPSO676D), (Mobile Alipore Road, P.O. Alipore, P.S. Chetla, District: South 24 Parganas, U74900WB2014PTC20384 ) a Private Limited within the meaning of the Companies Act, 2013, having its Office at100/21B (CIN State of West Bengal, do hereinafter called the "DEVELOPER" State of West Bengal, represented by one A.J.C Bose Botanical Garden, District Howrah, Pin Code LTD. (PAN AAHCR0500L), PVT. RIMJHIM INFRACON Kolkata- 700012,

administrators and assigns) of the SECOND PART

described in the First Schedule hereunder written which is the within Mouza-Dhakuria, Pargana-Khaspur, within Police Station jurisdiction of Sub-Registry Office at Alipur now Sibdaha, within District-South 24 Parganas which is morefully and particularly 230-233, Revenue 5, J.L. No. 18, Sabek Dag No. 1569/1640 under Sabek Khatian No. 681 Hal Khatian No. 683 and Sabek Dag No. Square Feet together with temporary structure standing thereon comprised in Kolkata Municipal Corporation Premises 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered WHEREAS, the Parties of the First Part are the Joint Owners No and Now Kasba, within No. Bastu Assessee 53/54 Hal Khatian within measuring more or less 3 Cottahs 14 Chittacks 10 parcel of subject matter of this Agreement for Development. Kolkata-700 078 Municipal Corporation Ward No. 105 , 311052300890 corresponding to Touzi No. occupiers of all that piece and SabekKhatian No. Sadar Tollygunge Nagar, Sahid 559 under previously Survey No. 42/8, 2800

of NishikantaDey, purchase dated 17th March, 1952 which was registered in the Volume No. 39, pages from 17 to 19, Being No. 1730 for the year 1952 SushilaBala Duttapurchased theproperty No. Book a registered office of Sadar Sub-Registrar at Alipur and recorded in Sri comprised in Dag No. 1569/1640 from one of Late GurucharanDey by virtue of AND WHEREAS one

Volume No. 56, pages from 24 to 32, Being No. 2655 for the year 1951 of purchase dated 27 1 April, 1951 which was registered in Book No. I, Mosammat Sahidannecha and another by virtue of a registered Deed also purchased the property comprised in Dag No. 1559 from

Dutta became the absolute Owner and occupier of the aforesaid entire AND WHEREAS by virtue of the aforesaid two Deeds said Sushila Bala properties;

Usharani Majumder and Smt. Asharani Bose and his widow Sushila Krishna Dutta, Sri Krishnandhan Dutta, Sri Subhas Krishna Dutta Radhakrishna Dutta and two married daughters namely Smt. behind his five sons namely Sri Bhupal Chandra Dutta, Sri Nepal namely Rebati Raman Dutta died intestate on 12.07.1964 leaving AND WHEREAS thereafter the husband of said Sushila Bala Dutta Bala Dutta;

wife Smt. Ashoka Dutta and two daughters namely Jayanti Dutta and 12.02.1970 without executing any Will whatsoever leaving behild his AND WHEREAS out of the aforesaid sons and daughters of Late Rebati Krishnadhan Dutta died intestate Aditi Dutta as his legal heirs' and successors; Raman Dutta, one son

intestate on 23.02.1972 without executing any Will whatsoever leaving Dutta died AND WHEREAS thereafter another son Nepal Krishna

behind his wife Smt. Tapati Dutta and two sons namely Sri Koushik Dutta and Sri Shantanu Dutta as his legal heirs and successors;

AND WHEREAS thereafter said Sushila Bala Dutta died intestate on 23.03.1973 without executing any Will whatsoever leaving behind his aforesaid living sons, daughters, daughters-in-law, grandsons and granddaughters named above who became the joint Owners and occupiers of the aforesaid properties left by Sushila Bala Dutta as per Hindu Succession Act;

AND WHEREAS thereafter the aforesaid legal heirs of Late Sushila Bala Dutta and Rebati Raman Dutta while seized and possessed in the said properties faced some difficulties in joint possession of the said properties and as such they jointly executed a Deed of Partition written in Bengali language amongst themselves on 4lh April, 1990 which was registered in the Office of Sub-Registrar at Alipur and recorded in Book No. I, Volume No. 117, Being No. 4932 for the year 1990.

AND WHEREAS by virtue of the said Deed of Partition Radhakrishna

Dutta, one of the son of Late SushilaBala Dutta and Rebati Raman

Dutta got the plot of land measuring about 2800 Square Feet and

another plot of land measuring about 1860 Square Feet which is more

fully and particularly described in the "Ja" (W) Schedule of the said

Deed of Partition and marked as Lot G-l and G-2 and delineated with

RED colour border in the annexed Plan to the said Deed of Partition

and both comprised in Kolkata Municipal Corporation Premises No.

25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8 and 42/9, Sahid Nagar, Kolkata-700 078;

AND WHEREAS thereafter the said Radhakrishna Dutta& Smt. Chitra Dutta while seized and possessed in the aforesaid properties died intestate on 11.06.1995& 29.05.2001 leaving behind their one son Sri Sandeep Datta (the present Owner No. 1 herein) and one daughter Madhumita Datta (the present Owner No. 2 herein) as their legal heirs and successors who became the joint Owners and Occupiers of the aforesaid properties;

AND WHEREAS in the manner as aforesaid the present Owners herein have become the joint Owners and Occupiers of the aforesaid properties and now they are in peaceful possession of the said properties by paying necessary taxes therefore before the concerned authority;

AND WHEREAS the OWNERS / FIRST PARTY herein being the absolute owner of the aforesaid property desires to develop their property which is more fully and particularly described and marked in the aforesaid Deed of Partition being ALL THAT piece and parcel of Bastu land measuring more or less 3Cottahs14 Chittacks 10 Square Feet or 2800 Square Feet together with structure standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105,

hereinafter called and referred to as the "LAND", which is morefully and particularly described in the FIRST SCHEDULE written herein below, hereinafter called and referred to as the LAND UNDER PROJECT, by way of constructing a multi storied building in accordance with the plan or plans to be sanctioned by the authority or authorities concerned and to materialize and desire and/or intention of the First Part herein, had approached the Developer herein for the purpose of Developing said premises fully described in the First Schedule hereunder written, in terms of the Plan or Plans to be Sanctioned, as the First Part / Land Owner having paucity of funds to fulfill their desire, and after getting the proposal from the First Part / Land Owners herein and having well conversant to the terms and condition hereunder contained, the Developer herein had agreed, to construct one decent multi-storied building on the said Premises /Land under Project and accordingly, the parties herein, had entered into this Agreement for Development for the said Land under Project, on certain terms and conditions mentioned therein.

NOW THIS AGREEMENT WITNESSESTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

### ARTICLE -1

### (Definitions)

OWNERS: shall mean and include the said SRI SANDEEP

DATTA & MADHUMITA DATTA, and their legal heirs, legal representatives, executors, administrators and assigns.

- DEVELOPER : shall mean and include RIMJHIM INFRACON PVT. (PAN AAHCROSOOL). U74900WB2014PTC20384 ) a Private Limited within the meaning of the Companies Act, 2013, having its Office at100/21B, Alipore Road, P.O. Alipore, P.S. Chetla, District: South 24 Parganas, Kolkata- 700012, State of West Bengal, represented by one of its Directors DEVENDRA KUMAR SINGH (PAN ANOPS0676D), (Mobile No. 8240964933 ) son of Late Dan Bahadur Singh, by faith- Hindu, Citizen of India, by occupation - Business, residing at 34/30, Andul Road 1st Bye Lane, Post Office Danes Shekh Lane, Police Station A.J.C Bose Botanical Garden, District Howrah, Pin Code - 711109, State of West Bengal, do hereinafter called the "DEVELOPER" (which expression unless excluded by or repugnant to the context be deemed to include its successors - in - office, legal representatives, nominees, administrators and assigns)
- 3. THE SAID PREMISES / LAND UNDER PROJECT: shall mean ALL THAT piece and parcel of Bastu land measuring more or less 3Cottahs14 Chittacks 10 Square Feet or 2800 Square Feet together with structure standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105, called and referred to as the "LAND" which is more fully and particularly described in the FIRST SCHEDULE.
- 4. NEW / PROPOSED BUILDING: shall mean multi storied building sanctioned by Kolkata Municipal Corporation to be constructed upon the said premises in accordance with the plan or plans including all amendments and /or modification in

the plan sanctioned by Kolkata Municipal Corporation at any

- 5. COMMON FACILITIES AND AMENITIES: shall mean and include but not limited to staircase, lift and passage ways, entrance to be provided by the Developer herein and the underground reservoir, overhead water reservoir, Water Pump and Motor together with Pump Room, watchman booth and boundary wall including other service areas and facilities to be enjoyed jointly and commonly by the occupiers of or the upon the said premises.
- 6. SALEABLE SPACE: shall mean the space in the proposed building, as would be available for sale to the intending purchaser or purchasers after making due provisions of the owners' allocation and common facilities and the space required thereof.
- 7. OWNERS' ALLOCATION: shall mean and include 45% out of the total proposed floor area to be sanctioned by Kolkata Municipal Corporation in the proposed buildings to be constructed upon the said lands under project, the said allocation shall be 45% of each floor from ground floor to top floor,\ fully and particularly described in the Second Schedule hereunder written.

But the Owner has chosen to retain 45% of the Ground Floor and the entire Second & Third floor area in the proposed buildings to be constructed upon piece and parcel of Bastu land measuring more or less 3 Cottahs 14 Chittacks 10 Square Feet or 2800 Square Feet together with structure standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105, hereinafter called and referred to as the "LAND" where the actual area to be retained excess of the area of Owners' Allocation of 45% of the total proposed Floor area in the aforesaid proposed Building. The Owner is hereby agreed to compensate the Developer on payment of the Value of the excess area to be calculated at a average sale price of other residential units in aforesaid building.

### AND

the Owner has chosen to retain 45% of effective and useable area in ground floor of proposed buildings to be constructed upon piece and parcel of Bastu land referred to as the "LAND" subject to areas would be contiguous and would has 45% of boundary of aforesaid building on main road side.

8. DEVELOPER'S ALLOCATION: shall mean and include 55% out of the total proposed floor area to be sanctioned by

Kolkata Municipal Corporation in the proposed buildings to be constructed upon the said lands under project, the developer's allocation will be 55% of each floor from ground floor to top floor, fully and particularly described in the Third Schedule hereunder written.

But the Developer has chosen to retain 55% of ground floor and the entire First Floor and Forth Floor area in the proposed buildings to be constructed upon piece and parcel of Bastu land measuring more or less 3 Cottahs 14 Chittacks 10 Square Feet or 2800 Square Feet together with structure standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105, hereinafter called and referred to as the "LAND" where the actual area to be retained short fall of the area of Developers' Allocation of 55% of the total proposed Floor area in the aforesaid proposed Building. The Owner is hereby agreed to compensate the Developer on payment of the Value of the short fall area to be calculated at average sale price of other residential units in aforesaid building.

- 9. THE ARCHITECT: shall mean such person or persons or firm or firms who may be appointed by the Developer herein for designing and planning of the proposed multi-storied building to be constructed upon the said premises.
- 10. BUILDING PLAN: shall mean such plan or plans to be prepared by the architect for the construction of the proposed building to be sanctioned by the Kolkata Municipal Corporation and shall include any further additions, amendments and/or modifications to be made thereto or caused to be made by the Developer, after such sanction is accorded by the Kolkata Municipal Corporation.
- 11. UNIT: shall mean and include the flat / apartments / units / constructed spaces/commercial spaces/car parking to be constructed in the said premises and capable for independent use enjoyment and occupation together with the super built up area appurtenant thereto and with undivided impartible proportionate share of land underneath together with common facilities annexed thereto in the said premises.
- 12. TRANSFER: with its grammatical variation shall include transfer by possession and by any other means adopted for effecting what is understood as a transfer of space in the proposed multi storied building to any intending purchaser or purchasers or otherwise.

- 13. TRANSFEREE: shall in a definite demarcated manner mean a person, firm, limited company, association of persons to whom any spaces of the proposed multi storied building has been transferred.
- 14. WORDS: importing singular shall include plan and vice versa importing masculine gender shall include feminine and neuter gender, likewise words importing feminine gender shall include masculine and neuter genders and similarly words importing neuter shall include masculine and feminine genders.

### ARTICLE - II

(Commencement)

 This agreement shall be deemed to have commenced with effect from the date of execution of these presents.

### ARTICLE - III

(Owner's right & representations)

The Owners do hereby declare and confirm that;

- 3.1 The Owners herein are absolutely seized and possessed of and/or well and sufficiently entitled to the said premises.
- 3.2 No other that the Owners herein have any claim, right, title and/or demand over and in respect of the said premises and / or any portion thereof.

- 3.3 The said premises is free from all encumbrances, charges, liens, lispendens, attachments, trust, acquisition, requisition whatsoever and however.
- 3.4 There is no other excess vacant land at the said premises within the meaning of the urban land (ceiling and Regulations) Act, 1976 and there is no other cases pending before any Court in respect thereof.
- 3.5 The First Party / Owners shall not in any manner encumber, charge, mortgage, let out, sell or otherwise deal with or alienate the FIRST SCHEDULE PROPERTY during the subsistence of the present Agreement, except in the manner as provided in the present Agreement.
- 3.6 The First Party agree and undertake to indemnify and keep harmless and indemnified the Developer against all actions, suits, appeals, proceedings claims, demand, costs and charges and expenses which the Developer may pay, suffer or incur arising out of non execution of a conveyance or conveyances or any other allied documents and writings in connection with its assignment and/or sale of the said land with the building in the said property or any portions thereof in favor of the Developer or its transferees as the case may be and any act, default or failure or neglect or refusal on the part of the First Party to do anything in terms of this Agreement.

That the Owner has regularized the land revenue and other ancillary records pertaining to the First Schedule property.

### ARTICLE - IV

# (DEVELOPER'S RIGHTS)

- 4.1 The Owners hereby grant, subject to what has been hereunder provided, exclusive right to the Developer to build and construct the decent proposed multi storied building on the said premises in accordance with the plan or plans to be sanctioned by the authority concerned with or without any amendments and/or modifications thereon.
- 4.2 All applications, Plans and other Papers and Documents as may be required by the Developer for the purposes of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the owners at its own cost and expenses and the Developer shall pay and bear all fees including Architect's Fees, charges and expenses provided however that the Developer shall be exclusively entitled to all refunds or any of all payments and/or deposit made by the Developer from the respective person or concern.
- Nothing in these presents shall be construed as a demise or 4.3 assignment or conveyance in law by the land owners of the said premises or any part thereof, to the Developer or as creating any right, title or interest in respect thereof of the Developer,

unless so mentioned other than an exclusive license to the Developer to exploit the same commercially by constructing a new building in the terms hereof and the right to deal with the Developer's allocation, subject to actual allocation of area to owner as fully and particularly described in the Second Schedule hereunder written in the new building complex in the manner hereinafter stated. The Developer herein shall have full right to enter into any Agreement for Sale, transfer, lease, rent or deal with any person or persons for selling the Developer's Allocation excepting the portion hereby allocated in favor of the Owners.

4.4 The Developer shall be entitled to apply for and obtain electricity and water connections and sewer or drainage connections at the said premises for which the First Party / Owners shall co-operate in all ways and manner with the Developer.

### ARTICLE - V

### (CONSIDERATION)

5.1 In consideration of the Land Owners having agreed to permit the Developer to construct, erect and build a new building in accordance with the plan or plans to be sanctioned by the authority concerned, the Developer shall give the possession of the Owners' allocation as fully described in the SECOND SCHEDULE hereunder, to the land Owners herein within

stipulated period and the Developer shall have no right to sell or otherwise deal with the Owners' Allocation.

- 5.2 The Developer hereby undertakes to construct and complete the new building on the said premises within a period of 24 (Twenty Four) months from the date of obtaining sanction of the building plan from the authority concerned.
- 5.3 it is expressly agreed by and between the parties hereto that the land Owners shall also have proportionate user right on the roof of the building along with the roof of the staircase and roof of the lift machine rooms in common with the purchasers of the building.
- The Owners will not claim any cost of land or otherwise from the Developer which will be in lieu of the Owners' share of the covered area in the building to be constructed on the FIRST SCFIEDULE premises / Land under project, as mentioned herein. Similarly the Developer would not claim any cost of construction or otherwise from the Owners, subject to the exception here in after mentioned in lieu of the Owners granting the Developer their allocation as in the proportion of their share in each floor of the buildings to be constructed on the FIRST SCHEDULE premises / Land under project, as mentioned herein;

# ARTICLE - VI

# (PROCEDURE)

- The Land Owners shall execute and register a General Power of 6.1 Attorney in favor of the Developer and/or its nominate or nominees for the purpose of obtaining necessary permission and sanction from different authorities in connection with the construction of the proposed building and also for pursuing and following up the matter with competent authority and for entering into agreement for sale for selling of developer's allocation, subject to actual allocation of area to owner as fully and particularly described in the Second Schedule hereunder written and for executing and registering Deeds of Conveyances in respect of the Developer's allocation.
- 6.2 The Land Owners shall handover the possession of land which is mentioned in the first schedule at the time of this registered agreement.
- Immediately after the execution of this Agreement the First 6.3 Party shall place in the hands of the Developer the original Title Deeds and other relevant documents pertaining to the said property with the regard to his absolute right in the property on proper receipts to effectuate the smooth construction work of the proposed building.
- The Deed or Deeds of Conveyance shall be executed in favor of 6.4 the Developer or its transferees in such part or parts as the

Developer shall require. The cost involved in doing so shall be borne by the Developer or its nominee(s).

# ARTICLE - VII (SPACE ALLOCATION)

- 7.1 On completion of the proposed buildings, the land Owners shall be entitled to get the Owner's allocation, in lieu of the total value of the said premises, complete in all respect as described in Second Schedule hereunder written.
- The Developer shall on completion of the proposed building put 7.2 the Owners in undisputed possession of the owners' allocation complete in all respects in accordance with the specifications as contained in the Fourth Schedule written hereunder.
- Subject as aforesaid common portions of the proposed building 7.3 and the open spaces, the staircase Landing in all Floor and the roof of the building, roof of the staircase, roof of the overhead water reservoir, roof of the lift machine room and vacant portions of the said premises shall belong to the Developer and the Land Owners proportionately.
- The Developer shall exclusively entitled to Developer's allocation 7.4 in the proposed building with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the land Owners and the

land Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation fully described in the Third Schedule and vice versa hereunder written, save and except the Owners' allocation as stated hereinabove.

- 7.5 In so far as necessary all dealings by the Developer in respect of the proposed building shall be in the name of the land Owners for which purpose the land owners undertake to give the developer and/or its nominee or nominees, the power of attorney in a form and manner reasonably required by Developer it being understood, however, that such dealing shall not in any manner fasten or create any financial liability upon the Land Owners nor there shall be any clause inconsistent with or against the terms mentioned in this agreement.
- 7.6 The land Owners shall bear and pay the taxes for the flats and other spaces allotted to him as Owners' allocation after receiving possession of such portion / portions form the Developer and the Developer/the purchasers shall bear and pay all taxes and outgoing related to the portions allotted to it as Developer's allocation.

## ARTICLE - VIII

## (BUILDING)

8.1 The Developer shall at its own costs and expenses construct erect and complete the proposed two buildings at the said

premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects from time to time with I.S.I. Specifications.

- 8.2 The Developer shall be authorized in the name of the Land Owners in so far as is necessary to apply for and obtain the temporary and permanent connection of water, electricity power, drainage, and sewerage to the proposed building and other inputs the facilities required for the construction for enjoyment of the building for which purpose the land Owners shall execute in favor of the Developer and its nominee or nominees a power of attorney and other authorities as shall be required by the Developer.
- 8.3 The Developer shall construct and complete the proposed building with various units and/or apartments there in accordance with the sanctioned building plan without creating any financial or other liabilities on the land Owners and amendment thereto or the modification there of made or cause to be made by the Developer.
- 8.4 All cost, charges and expenses including Architect's fees shall be discharged by the Developer and the Land Owners shall bear no responsibilities in this context.

ARTICLE - IX (COMMON FACILITIES)

- As soon as the proposed building is completed including all fixture fitting, water, electricity and sewerage connection, the Developer shall give written notice to the Land Owners, requiring the Land Owners to take possession of the Owners' Allocations in the building and if there be no dispute regarding the lawful transfer of title for the Developer's Allocation in the building, in term of this Agreement and the Developer and its nominee or nominees shall pay the cost of registration and the relevant rents and taxes to the authority concerned and other public outgoing or impositions whatsoever and shall be responsible for all matter relating to income tax, wealth tax, other tax due and/or payable in relation to the building to be constructed before delivery of possession of the Owners' Allocation.
- The Land Owners and the Developer shall punctually and 9.2 regularly pay all the relevant rents and taxes to the authority concerned after completion of the proposed building to be constructed, as per their respective allocation in the proposed building to be constructed upon the said premises.
- As and from the date of service of notice of possession the Land 9.3 Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the service charges for the common facilities in the proposed building payable in respect of the owners' allocation, said charges to include proportionate share of premium for the insurance of the

building, water, taxes, lights, sanitation and management of the common facilities renovation, replacement repair and maintenance charges and expenses for the building and of all the common pipes, pumps, motors and other electrical mechanical installation appliances and equipment stairways, passage ways lift, lift machineries and other common facilities whatsoever as may be mutually agreed from time to time.

- 9.4 The Land Owners shall not transfer or permit to transfer his own allocation or any portion thereof unless observed and performed all terms and condition on his part to be observed and/or performed, the proposed transfer shall have a given written understanding binding by the terms and condition hereof and duly and promptly pay all the whatsoever shall be payable in relation to the area of the owners' allocation.
- 9.5 Both party shall abide by all laws, bylaws, rules and regulations of the Government, local bodies and Govt. association as the case may be.
- 9.6 The respective allottees shall keep the interior, walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling of each of their respective allocations in the proposed building in good working condition so as not to cause any damage.

- The parties there to shall not do or cause or permit to condone any act or thing which may render void or voidable any insurance of the proposed building or any part thereof.
- No goods or other item shall be kept by the Land Owners or Developer or their nominees for display or other-wise in or around corridors or other place of common use in the proposed building and no hindrance shall be caused in any manner in the free movement in the places of common use in the proposed building and incase any such hindrance is caused, the Developer shall be entitled to remove the same at the risk and cost of all the occupiers including the Land Owners.
- 9.9 Neither party shall throw or accumulate any dirt, rubbish, or water or refuse or permit the same to be thrown on or accumulated in and around proposed building or in the compounds or any other portion or portions of the proposed building.
- 9.10 The Land Owners shall permit the Developer and its servants and agents with or without workmen and others at all reasonable time to enter into and upon the Owners' allocation and every parts there of all for the purpose of maintenance or repairing any part of the building and/or the purpose of maintenance, rebuilding, cleaning, lighting and keeping in order and good condition any common facilities and/or for the purpose of pulling down maintaining, repairing and testing

cleaning of drains and water pipe and electric wire and for any similar purposes but before such entries two days prior notice shall be served on the Land Owners.

# ARTICLE - X

# (LAND OWNERS' OBLIGATIONS)

- 10.1 The Land Owners hereby agreed and covenant with the Developer not to cause any interference or hindrances in the construction of the proposed building on the said premises by the Developer.
- 10.2 The Land Owners hereby agreed and covenant with the Developer not to do any act, deed or thing whereby the Developer may be prevented from selling, assigning and/or disposing any of the portions allocated for the Developer in the proposed building after the completion of the proposed building.
- 10.3 The Land Owners hereby agree and covenant with the Developer not to deal with the said Developer's allocation in any way without the consent in writing of the Developer during the period of construction.
- 10.4 The Land Owners herein shall be held responsible and/or liable to execute and register general power of attorney in favor of the

Developer herein for selling the Developer's allocation, subject to actual allocation of area to owner as fully and particularly described in the Second Schedule hereunder written in the proposed building simultaneously with the signing and execution of this Agreement.

# ARTICLE-XI

# (DEVELOPER'S OBLIGATION)

- 11.1 The Developer hereby agree and covenant with the land Owners to complete the construction of the proposed building within 24 (Twenty-four) months from the date of sanction of Building Plan or from the date of obtaining vacant possession of the Land under Project, whichever is later, for construction, on the said premises, and on obtaining peaceful vacant possession on the said premises, from the land Owners for construction and from the date of possession, the Developer will bear the Municipal Tax and rent relating thereto.
- 11.2 The Developer hereby agrees and covenant with the Land Owners not to transfer and/or assign the Owners' allocation / benefits of the agreement or any portion thereof.
- 11.3 The Developer hereby agrees and covenants with Land Owners not to do any act, Deed or thing whereby the Land Owners are prevented from enjoying, selling, assigning and disposing of any of the Owners' allocation in the proposed building to be constructed on the said premises.

# ARTICLE - XII

- (OWNERS' INDEMNITY) 12.1 The Land Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated spaces without any interference and/or disturbances provided the Developer performs and fulfill their terms and conditions herein contained and/or it's a part to be observed and performed.
- 12.2 That excepting the First Party no one else has any right, title, interest, claim or demand whatsoever or howsoever at and in respect of the said premises/property or any portion thereof and the First Party/Owners hereby indemnify the Developer from any loss or damage suffered by them owing to any claim whatsoever arising as regards the ownership of the First Schedule Property by any other person.

### ARTICLE - XIII

# (DEVELOPER'S INDEMNITY)

The Developer hereby undertake to keep the Land Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in relation to the construction of the proposed building. The Developer herein agrees to bear all costs arising out of compensation for any injury to the Developer's workmen, Masons and others during construction of the proposed building.

13.2 The Developer hereby undertake to keep the Land Owners indemnified against all action, suits, costs, proceeding and claim that, may arise out of the Developer's action with regard to the Development of the said premises and/or in the matter of construction of the proposed building and/or for any deviation from the Sanctioned Plan and any technical defect therein.

# ARTICLE - XIV

# (MISCELLANEOUS)

- 14.1 The Land Owners and Developer have entered into this agreement purely as a contract and nothing contended herein shall be deemed to construe as partnership between the Developer and the Land Owners or as so Joint Venture between the parties thereto any manner nor shall the parties hereto constituted as an association of persons.
- 14.2 It is understood that from time to time to facilitate the construction of the proposed building by the Developer, various Deeds, matters and things not herein specified may be required to be done, by the Developer and for which the Developer need the authority from land Owners and various application and other documents may be required to be signed or made by Land Owners relating to which specific provision may not have been maintained herein - the land owners hereby undertake to do all such acts, deeds, matters and things may be reasonably required to be done in the matter and the land Owners shall execute any such additional power of attorney and/or

authorization as may be required by the Developer for the purpose of Construction of the proposed building and the Land Owners also undertake to sign and execute all such additional application and other documents as the case may be, provided that all such acts, deeds, matter and things do not any way infringe on the rights of the Land Owners and the Developer and/or so against the spirit of this agreement.

- 14.3 Any notice required to be given by the Developer shall without prejudice to any other, mode of service available, be deemed to have been served on the Land Owners if delivered by hand and duly acknowledge or sent by prepaid registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by prepaid registered post to the registered office of the Developer.
- 14.4 The Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property including by way of home loans for the buyers through the financial institutions, and inter alia to make construction of the Said Complex and has the necessary infrastructure and expertise to market the project to prospective occupants and investors. The Developer shall be at liberty to obtain construction finance for construction of the New Buildings and Building Complex from any Banks and/or Financial Institutions and/or Recognized Foreign Direct Investors and to offer security by creating charge/mortgage upon the share of Developer's Allocation The owner's allocation shall be free from any charge and it

shall be the liability of the Developer to pay the entire loan, interest penalties or other charges arising thereof.

Nothing in these present shall be construed as a demise or assignment or conveyance in law by the Land Owners of the said premises of any part thereof to the Developer or as creating any right, title or Interest in respect thereof in the Development other than in exclusive license to the Developer to construct, erect and build a new building, in the term there of provided the Developer shall be entitled to borrow money from any Bank without creating any financial liabilities on the Land Owners or affecting his state and Interest in the said premise and its being specially agreed and understood that in no event the Land Owners nor any of his estate and the Buildings which is the subject matter of this agreement shall be responsible and/or be made liable for payment of any dues of such Bank or Banks and for the purpose of the Developer shall keep the Land Owners indemnify against all action, suits, proceeding and costs, charges and expenses in respect thereof.

14.5 After the construction of the building the Developer shall frame a scheme for rendering common services and for maintenance of the common parts and facilities in the building proposed to be constructed and the Owners shall also be bound by such regulations, ultimately the purchasers of the different spaces/units/flats shall be entitled to form themselves into Association of Owners of the several units to maintain and manage the said maintenance and for rendering the common services and facilities.

- 14.6 The First Party hereby agrees and undertakes to abide by all the rules and regulations of such Management Society/ Association / Holding Organization as the same will be formed and hereby give his consent to abide by the same.
- That if the Second Party fulfils all the terms of the present agreement then the First Part)' shall not obstruct or withhold or in any way interfere with the construction of the said multi storied building or disposal of the proportionate share of land with building in the said property or any portion or portions thereof by the Developer, nor shall illegally make any dispute or cancel this Agreement by any means whatsoever. The First Party hereby authorize the Developer to do, execute and perform all acts, deeds, matters, things for the purpose-of or relating to the constructions of the said multi storied building in the said property. The First Party hereby further agrees to grant such Power of Attorney for the aforesaid purpose in favor of the Developer and hereby agrees that this Agreement as well as the Power of Attorneys granted in favor of the Developer shall remain in vogue so long as the entire Developer's allocation is not transferred and the Owners shall not in any way rescind or cancel this Agreement or Power of Attorney if the Developer fulfills its obligations arising out of this Agreement.

The First Party undertakes and agrees not to create any charge or mortgage by deposit of title deeds in respect of the said property or any portion thereof nor shall enter into any

agreement for sale, lease, exchange, partition or development thereof or construction of any building in the said property with any person or persons at any time during subsistence of this agreement, provided the First Party shall be at liberty to enter into any agreement for sale for their allocated portions.

- 14.9 That the existing electric meter if any standing in the said property shall be used by the Second Party for supply of electricity during the period of construction of the proposed building and also after the construction of the new building provided the charges for such consumption are borne by the Second Party. The First Party shall also sign all relevant documents of the CESC Ltd. to be supplied by the Second Party for bringing new electric connection to the intending Purchasers as well as for the common meter to be used for the pump and other purposes.
- 14.10 In case of acquisition of the said entire Land under Project or any part thereof at any point of time after execution of these presents whether during and subsistence of this Agreement or thereafter, but before the completion of construction of the building in terms of these presents, by any Statutory Authority in due process of law, the Owners shall exclusively be entitled to the amounts of compensation receivable for the entire area of land and the Developer shall be entitled to receive compensation for the value of the constructions, if so are awarded. However, if the said premises is acquired after

construction of the building in terms of these presents, the Developer shall also be entitled to share the amount of compensation payable for such acquisition in such proportions as may be calculated on the basis of actual floor area of owner and developer.

# ARTICLE - XV

- 15.1 The parties hereto shall not be considered to be liable for any obligation there under to the extent the performance of the relating obligation prevented by the existent of the force majeure and shall be suspended from the obligation during the force majeure.
- 15.2 Force majeure shall mean Flood, Earthquake, riot, war, storm, tempest, Civil commotion, strike, lock out, and/or any other act or commission beyond the control of the parties thereto provided in case of strike or lockout if the same exceed 7 (seven) Days.

### ARTICLE - XVI

# (CHANGE IN AGREEMENT ELEMENTS)

Both owner and developer shall have the right to send to the other a "Request for Change Proposal" provided that such Change falls within the general scope of the agreement, does

not constitute unrelated work and that it is technically practicable and being financially beneficial to both party. No change made necessary because of any default of the either owner or developer in the performance of its obligations under the agreement shall be deemed to be a Change.

- 16.2 The developer would not proceed with any Change unless executing and registering Deeds of agreement for amendment incorporating changes.
- 16.3 Upon receipt of the Change Proposal, the owner and the developer shall mutually agree upon all matters therein. In case no consensus is reached between both owner and developer within two months from sending "Request for Change Proposal", the change proposal would be deemed rejected by both party jointly without any demur, reservation, protest or contest and indemnifying and holding the each other harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.
- 16.3 The rejection or deemed rejection of change proposal would not be considered as breach of agreement by either party and both party would performance of its obligations responsibility under the agreement with all other Changes that have already become binding upon both party.

# THE FIRST SCHEDULE ABOVE REFERRED TO ; (THE SAID PREMISES/ LAND UNDER PROJECT)

"LAND": ALL THAT piece and parcel of Bastu land measuring more or less 3 Cottahs14 Chittacks 10 Square Feet or 2800 Square Feet together with structure 200 Sft. standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11 A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105, Assessee No-311052300890 corresponding to Touzi No. 230 - 233, Revenue Survey No. 5, J.L. No. 18, Sabek Dag No. 1569/1640 under SabekKhatian No. 681 Hal Khatian No. 683 and Sabek Dag No. 1559 under SabekKhatian No. 53/54 Hal Khatian No. 124 within Mouza -Dhakuria, Pargana-Khaspur, within Police Station - previously Sadar Tollygunge and now Kasba, within the jurisdiction of Sub-Registry Office at Alipur now Sibdaha, within District - South 24 Parganas and butted and bounded as follows:

On the North by: Property of Tapati Dutta.

On the East by : Joint Property of owners.

On the South : Sahid Nagar Road.

On the West : 18 Ft. wide K.P Roy Lane.

### THE SECOND SCHEDULE ABOVE REFERRED TO;

### (OWNERS' ALLOCATION)

Owners allocation shall mean and include 45% out of the total proposed floor area to be sanctioned by Kolkata Municipal Corporation

in the proposed buildings to be constructed upon the said lands under project, the said allocation shall be 45% of each floor, ground floor to top floor, fully and particularly described in the Schedule hereunder

But the Owner has chosen to retain the entire Second Floor and third floor area in the proposed building to be constructed upon piece and parcel of Bastu land measuring more or less 3 Cottahs14 Chittacks 10 Square Feet or 2800 Square Feet together with structure standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105, hereinafter called and referred to as the "LAND" where the actual area to be retained excess of the area of Owners' Allocation of 45% of the total proposed Floor area in the aforesaid proposed Building. The OWNER is hereby agreed to compensate the Developer on payment of the Value of the excess area to be calculated at a average sale price of other residential units in aforesaid building.

### AND

the Owner has chosen to retain 45% of effective and useable area in ground floor of the proposed building to be constructed upon piece and parcel of Bastu land referred to as the "LAND" subject to areas would be contiguous and would has 45% of boundary of aforesaid both buildings on main road side.

and parcel of Bastu land referred to as the "LAND" subject to areas would be contiguous and would has 55% of boundary of aforesaid both buildings on main road side.

## THE FOURTH SCHEDULE ABOVE REFERRED TO ;

## (SPECIFICATIONS OF CONSTRUCTION WORK OF THE PROPOSED BUILDING

- 1. R.C.C. frame structure building with suitable foundation.
- 2. Thickness of the Wall: 200 mm. thick at periphery and 100 mm. thick inside.
- 3. Flooring: Internal floors shall be of marble (Tiles) and external common spaces inside the buildings like stairs, landings will be finished with Kota Stone / Mosaic.
- Kitchen: The top of the Cooking Counter will be finished with 4. Marble and wall surface with glazed tiles upto 60 mm. height from the cooking platform.
- Toilet / W.C : The Toilet Floor will be finished with Dungri 5. Marble (600x600) Dado on wall surface will be finished with 200x300 mm. size Ceramic Tiles up to a height of 1.80 meter from the floor level.

- Door: Wooden Framing with Flush door finished (Veneered / Membrane finished door and Hardware - Godrej / Dorset or
- Window: Powder Coated Aluminum with glass & Wire mesh 7.
- 8. Internal Walls will be finished with Plaster of Paris.

#### 9. LIVING/DINING:

Walls: Two coated wall putty and primer.

Floor: Kajaria Vitrified Tiles or Equivalent

Electrical: Fixtures & Fittings - Modular Electric switches

#### 11. TOILETS

Walls: Premium quality ceramic tiles cladded up to 1.80 meter (from the floor level) from Kajaria / Somany/Johnson or equivalent

Floor: Premium quality Anti skid ceramic tiles Kajaria / Somany/Johnson or equivalent.

Sanitary Ware: Fixtures & Fittings - Top of the line from Marc, Jaguar, Hind ware, Kohler, Roca, Grohe or equivalent, Wall Mounted Closet with concealed cistern from Hind ware or Johnson.

#### KITCHEN 12.

Walls: Two coated wall putty and primer.

Floor: Kajaria Vitrified Tiles or Equivalent (100%

Sanitary Ware: Fixtures & Fittings - Premium quality stainless steel sink & Top of the line fittings from Marc, Jaguar, Roca, Grohe or equivalent.

Electrical: Fixtures & Fittings - Modular Electric switches.

- Plumbing: All the concealed plumbing inside will be done with C.P.V.C. Pipe and for external G.I. & PVC.
- 14. Electricals: All the wiring will be concealed type using copper wire confirming I.S.I, code and the Electrical points will be as under.

Bed Room: 2L, IF, IP (2 no. 5 AMP), IP (2 no.5 AMP)

Kitchen Room: 1L, IP (2 no.15 AMP), 1 Ex Fan

Toilet: 1 L, 1Ex, IP (15 Amp)

Living / Dinning: 41, 2F, 1 T.V. Point, IP 3 no.15 Amp)

Balcony: 1L.

\*\*L = Light Points, F = Fan, P = 5 amp. Plug, Ex = exhaust

15. Automated multi-level (two) car parking system if sanctioned by KMC

IN WITNESSES WHEREOF the parties thereto have hereunto set and subscribed their respective and seals on the day, month and year first - Sades news

WITNESSES:

1. many mah 7B, K.S. ROY NOW Kal-1

Madhumila Dalta.

(SIGNATURE OF THE LAND OWNERS)

(BINIAN KN. BHALLA) SIK. Sky NOND) KOT-1

RIMJHIM INFRACON (P) LIMITED Devendoa Lumar Sirgh

(SIGNATURE OF THE DEVELOPER)

Drafted by me.

Aushit bank.
Advocate

TUSHIT KUMAR BANERJEE Barasat Judges Court Enrolment No. WB-794/98



## Directorate of Registration & Stamp GRIPS eChallan



#### **GRN Details**

GRN:

GRN Date:

192024250317084418

16/12/2024 08:49:36

BRN:

Gateway Ref ID:

GRIPS Payment ID: Payment Status:

9209225686955 CHR9344192

161220242031708440

Successful

Payment Mode:

Bank/Gateway:

BRN Date: Method:

Payment Init. Date:

Payment Ref. No:

SBI Epay

SBIePay Payment Gateway

16/12/2024 08:50:18 State Bank of India NB

16/12/2024 08:49:36 2003085745/3/2024 [Query No/\*/Query Year]

### **Depositor Details**

Depositor's Name:

Address:

Ms RIMJHIM INFRACON PVT LTD

34/30 ANDUL ROAD 8240964933

Mobile: EMail:

rimjhiminfracon1969@gmail.com

Period From (dd/mm/yyyy): 16/12/2024 Period To (dd/mm/yyyy):

16/12/2024

Payment Ref ID: Dept Ref ID/DRN:

2003085745/3/2024 2003085745/3/2024

#### **Payment Details**

S1. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2003085745/3/2024	Property Registration- Stamp duty	0030-02-103-003-02 0030-03-104-001-16	20020
2	2003085745/3/2024	Property Registration- Registration Fees	Total	20041

TWENTY THOUSAND FORTY ONE ONLY. IN WORDS:

Representative Details: Name, Address, Photo, Finger print and Signature Mr DEVENDRA KUMAR SINGH (Presentant ) Son of Late Dan Bahadur Singh Photo Finger Print Date of Execution - 17/12/2024, Admitted by: Self, Date of Admission: 17/12/2024, Place of Admission of Execution - Off Signature 17/12/2024, Place or Admission of Execution: Office 34/30, Andul Road 1st Bye Lane, City:-, P.O:- Danes Shekh Lane, P.S:-Andul, District:-Howrah, West of Birth:XX-XX-1XX9, PAN No.:: anxxxxxxx6d, Aadhaar No: 29xxxxxxxxx7182 Status: Representative, Representative, and the status is representative.

## Identifier Details:

Son of late	Photo	Finger Print	Signature
7B, Kiron Sankar Roy Road(Hastings Street), City:- Kolkata, P.O:- GPO, P.S:- Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700001	1/8	Captured	men sine
dentifier Of Mr Sandeep Datta, Mrs M	17/12/2024	17/12/2024	17/12/2024

SI.No	sfer of property for L1 From	
1	Mr Sandeep Datta	To. with area (Name-Area)
2	Mrs Madhumita Datta	RIM HIM INFRACON PRIVATE LIMITED-3.20833 Dec
	fer of property for S1	RIMJHIM INFRACON PRIVATE LIMITED-3.20833 Dec
SI.No	TTOIL	10. With area (Name-Δrea)
SI.No	Mr Sandeep Datta	To. with area (Name-Area)  RIMJHIM INFRACON PRIVATE LIMITED-100.00000000 Sq Ft

## Land Lord Details :

Mr Sandeep Datta	er print and Signat	Ire	
Dutto Kadha k	Photo	Finger Print	
Executed by: Self, Date of	la Mila	Time	Signature
Execution: 17/12/2024 Admitted by: Self, Date of			
Admitted by: Self, Date of Admission: 17/12/2024	Will Profes		5 - 1 - 10
Admission: 17/12/2024, Place	e		me;
1000		Captured	
A309, Garden Rasidens	17/12/2024	17/40 LTI	District:-Howrah, West Bengal, Service, Citizen of: IndiaDate of
Birth: YY 37-711103 Sev.	City:- , P.O:- Shib	DUF D.C. CI	District:-Howrah, West Bengal, Service, Citizen of: IndiaDate of XXXXX3584, Status :Individual,
Mrs Madhumita D	Photo	2/2024 ,Place : C	Office
mauliumita Datt	1200 married	Finger Print	Signature
Daughter of Late	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Krishna Dutta	All All		
Krishna Dutta Executed by: Solf Day	MEDI		
Krishna Dutta Executed by: Self, Date of Execution: 17/12/2024 , Admitted by: Self, Date			Koduni & Dutte
Krishna Dutta Executed by: Self, Date of Execution: 17/12/2024 , Admitted by: Self, Date of Admission: 17/12/2024	(4)		
Krishna Dutta Executed by: Self, Date of Execution: 17/12/2024	4	Captured	
Krishna Dutta Executed by: Self, Date of Execution: 17/12/2024 , Admitted by: Self, Date of Admission: 17/12/2024 ,Place : Office	17/12/2024	LTI	Hodini to Dath
Krishna Dutta Executed by: Self, Date of Execution: 17/12/2024 , Admitted by: Self, Date of Admission: 17/12/2024 ,Place : Office  A309, Garden Rasidency Cit	17/12/2024	LTI 17/12/2024	17/12/2024
Krishna Dutta Executed by: Self, Date of Execution: 17/12/2024 , Admitted by: Self, Date of Admission: 17/12/2024 ,Place : Office  A309, Garden Rasidency, Cit India, PIN:- 711103 Sex: Fo	17/12/2024 ty:- , P.O:- Shib	17/12/2024 Dur, P.S:-Shibpur	Koduni te Datte

### Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	RIMJHIM INFRACON PRIVATE LIMITED  100/21B, ALIPORE ROAD, City:-, P.O:- ALIPORE, P.S:-Chetla, District:-South 24-Parganas, West Bengal, India, PIN:- 700012 Date of Incorporation:XX-XX-2XX4, PAN No.:: AAxxxxxx0L, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Deed No:	Major Informati				
Query No / Year	Major Information	of the Deed			
Query Date	1901-2003000				
Applicant Name, Address & Other Details	MANO 1 MA	Date of Registration 17/12/2024  Office where deed is registered  A.R.A I KOLKATA, District: Kolkata			
Transaction	Deed Writer Street, District - Kol	Olkate Mare - Colkata			
[0110] Sale, Development / agreement Set Forth value	The state of the s	A.R.A I KOLKATA, District: Kolkata kata, WEST BENGAL, Mobile No.: 9836905325, Status			
agreement /	Agreement or Construction	Additional Transaction			
Set Forth value	Stratuction	[4308] Other than Immovable Property, Agreement [No of Agreement : 2]			
Stampdub, D.		Market Value			
Stampduty Paid(SD)		Rs. 1,17,26,668/-			
Rs. 20,120/- (Article:48(g))	9	Registration Fee Paid			
Remarks		Rs. 101/- (Article:E E)			
	Received Rs. 50/- (FIFTY only area)	y) from the applicant for issuing the assement slip.(U			

#### Land Details:

District: South 24-Parganas, P.S:- Kasba, Corporation: KOLKATA MUNICIPAL CORPORATION, Road: SHAHEEDNAGAR, , Premises No: 42/8, , Ward No: 105 Pin Code : 700078

Sch	Plot Number	Khatian Number	Land Proposed	Use	Area of Land		Market Value (In Rs.)	Other Details
L1	(RS:-)		Bastu		3 Katha 14 Chatak 10 Sq	1	1,16,66,668/-	Property is on Road
	Grand	Total :			6.4167Dec	01	116,66,668	1-\

#### Structure Details:

Struc	ture Details.	and the same of th	10 mm 100 mm - 100 mm	Other Details		
Sch	Structure	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details	
No	Details	Structure		00.0001	Structure Type: Structure	
S1	On Land L1	200 Sq Ft.	0/-	60,000/-	Structure 1 year on a	
01	OII Land L	The second secon				

Gr. Floor, Area of floor: 200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 1Year, Roof Type: Tiles Shed, Extent of Completion: Complete

11100 0110-1				
Total:	200 sq ft	0 /-	60,000 /-	



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





GRIPS	Payment	Detail

GRIPS Payment ID:

Total Amount:

Bank/Gateway: BRN:

Payment Status:

Successful

20041

9209225686955

SBI EPay

Payment Init. Date:

No of GRN:

Payment Mode: **BRN Date:** 

Payment Init. From:

16/12/2024 08:49:36

SBI Epay 16/12/2024 08:50:18 Department Portal

**Depositor Details** 

Depositor's Name: Mobile:

Ms RIMJHIM INFRACON PVT LTD

8240964933

161220242031708440

## Payment(GRN) Details

SI. No.

GRN

Department

Amount (₹)

192024250317084418

Directorate of Registration & Stamp Revenue

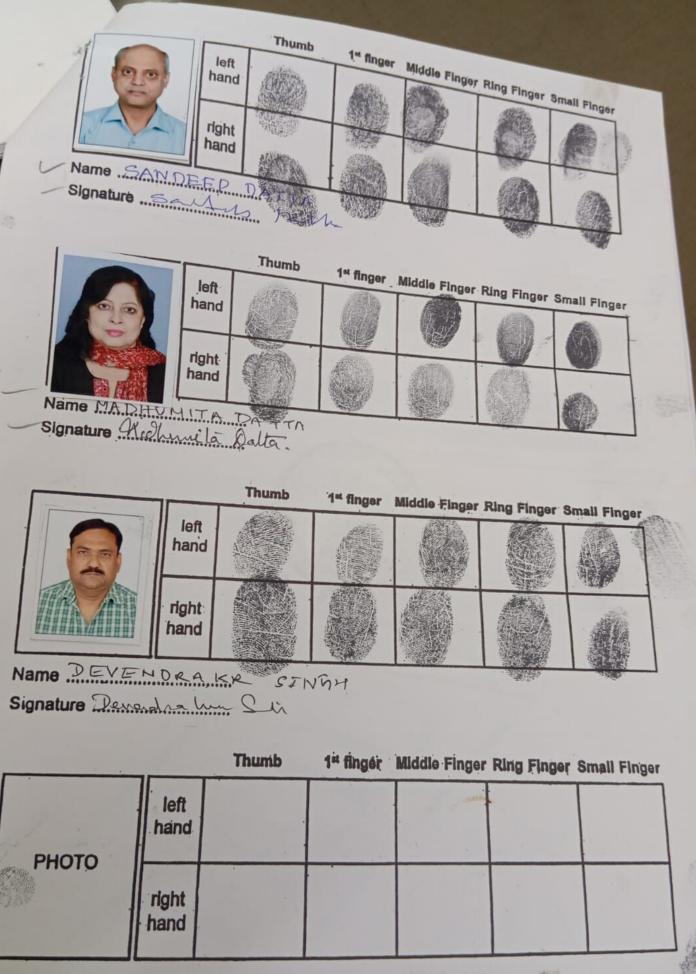
20041

Total

20041

IN WORDS: TWENTY THOUSAND FORTY ONE ONLY.

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



Name ......

# THE THIRD SCHEDULE ABOVE REFERRED TO: (DEVELOPER'S ALLOCATION)

Developer allocation shall mean and include 55% out of the total proposed floor area to be sanctioned by Kolkata Municipal Corporation in the proposed buildings to be constructed upon the said lands under project, the Developers allocation will be 55% of each floor, from ground floor to top floor, fully and particularly described in the Third Schedule hereunder written.

But the Developer has chosen to retain 55% of Ground Floor and entire first floor and fourth floor area in the proposed buildings to be constructed upon piece and parcel of Bastu land measuring more or less 3 Cottahs14 Chittacks 10 Square Feet or 2800 Square Feet together with structure standing thereon comprised in Kolkata Municipal Corporation Premises No. 25/11A, K. P. Roy Lane, Kolkata-700 031, now renumbered as 42/8, Sahid Nagar, Kolkata-700 078 within Kolkata Municipal Corporation Ward No. 105, hereinafter called and referred to as the "LAND" where the actual area to be retained fall short of the area of Developers' Allocation of 55% of the total proposed Floor area in the aforesaid proposed Building. The OWNER is hereby agreed to compensate the Developer on payment of the Value of the short fall area to be calculated at a average sale price of other residential units in aforesaid building.

AND

The Developer has chosen to retain 55% of effective and useable area in ground floor of the proposed building to be constructed upon piece

Certificate of Admissibility(Rule 43, W.B. Registration Rules 1962) Endorsement For Deed Number: 1 - 190110975 / 2024

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

Admissible under rule 21 of West Bengal Registration Rules 1962)

Geographic Property of Medical Rules 1962 (1962)

Geographic Rules 1962 (1962)

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

Geographic Rules 1962 (1962)

Admissibility (Rule 43, W.B., Registration Rules 1962) Presentation(Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)

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

Presented for registration at 11:53 hrs on 17-12-2024, at the Office of the A.R.A. - I KOLKATA by Mr DEVENDRA Certificate of Market Value(WB PUVI rules of 2001)

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

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

Execution is admitted on 17/12/2024 by 1. Mr Sandeep Datta, Son of Late Radha Krishna Dutta, A309, Garden Rasidency, P.O. Shibpur, Thana: Shibpur, Howrah, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Execution is admitted on 17/12/2024 by 1. Mr Sandeep Datta, Son of Late Radha Krishna Dutta, A309, Garden Profession Service, 2. Mrs Madhumita Datta, Howrah, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Indetified by Mr. MANOLMAND, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Profession House wife Son of Late Radha Krishna Dutta, A309, Garden Rasidency, P.O. Son of Late Radha Krishna Dutta, A309, Garden Rasidency, Indetified by Mr MANOJ MAHATO, ... Son of Late N MAHATO, 7B, Road: Kiron Sankar Roy Road(Hastings Street), by profession Service

City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu.

On 17-12-2024

Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative] Execution is admitted on 17-12-2024 by Mr DEVENDRA KUMAR SINGH, DIRECTOR, RIMJHIM INFRACON Bengal, India, PIN:- 700012

Indetified by Mr MANOJ MAHATO, , , Son of Late N MAHATO, 7B, Road: Kiron Sankar Roy Road(Hastings Street), , P.O: GPO, Thana: Hare Street, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700001, by caste Hindu. by profession Service Payment of Fees

Certified that required Registration Fees payable for this document is Rs 101.00/- (E = Rs 21.00/-,I = Rs 55.00/-,M(a) = Rs 21.00/-, M(b) = Rs 4.00/- ) and Registration Fees paid by Cash Rs 80.00/-, by online = Rs 21/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2024 8:50AM with Govt. Ref. No: 192024250317084418 on 16-12-2024, Amount Rs: 21/-, Bank: SBI EPay ( SBIePay), Ref. No. 9209225686955 on 16-12-2024, Head of Account 0030-03-104-001-16 Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs Description of Stamp

1. Stamp: Type: Impressed, Serial no 1499, Amount: Rs.100.00/-, Date of Purchase: 05/12/2024, Vendor name: S DAS Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/12/2024 8:50AM with Govt. Ref. No: 192024250317084418 on 16-12-2024, Amount Rs: 20,020/-, Bank: SBI EPay ( SBIePay), Ref. No. 9209225686955 on 16-12-2024, Head of Account 0030-02-103-003-02

Pradipta Kishore Guha ADDITIONAL REGISTRAR OF ASSURANCE OFFICE OF THE A.R.A. - I KOLKATA

Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1901-2024, Page from 402585 to 402635

being No 190110975 for the year 2024.



Telul-

Digitally signed by PRADIPTA KISHORE GUHA Date: 2024-12.18 16:51:11 +05:30 Reason: Digital Signing of Deed.

(Pradipta Kishore Guha) 18/12/2024
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - I KOLKATA
West Bengal.