

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

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ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

AD 499834

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Signature Sheet and endorsement
Sheet which are attached to this
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ADCR 1344438

07 OCT 2020

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this day of October, 2020 between
 1) SRI ANISH KUMAR TIWARI (PAN ATWPT5186F) (Aadhaar No. 9851 7637 8880),
 (Mobile No. 8910431783), son of Dayanand Tiwari, by faith- Hindu, Citizen of India, by
 occupation - Business, 2) MISS. PREETI TIWARI (PAN BNLPT8170K) (Aadhaar No. 3100
 9250 6180), (Mobile No. 8777899304), daughter of Shardanand Tiwari, by faith- Hindu,
 Citizen of India, by occupation - Business no 1 and 2 both residing at 51/2/4, Botanical
 Garden Road, Post Office Botanical Garden, Police Station A. J. C. Bose Botanical Garden,
 District- Howrah, Pin Code 711 103, State of West Bengal 3) SMT. MANITA TIWARI (PAN
 FPFPM4865C) (Aadhaar No. 9982 6413 0372), (Mobile No. 8017823529), wife of Sanjay
 Tiwari, by faith- Hindu, Citizen of India, by occupation - Household duty, residing at Moon
 Chapara, Balia, Post Office Balia, Police Station Balia, District- Balia, Pin Code 277209, State
 of Uttar Pradesh do herein after the "OWNERS"(which expression unless excluded by or
 repugnant to the context be deemed to include their legal heirs, successors, representatives,
 nominees and assigns).

-AND-

RIMJHIM INFRACON PVT. LTD. (PAN AAHCR0500L), having its Office 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, represented by its
 Director, DEVENDRA KUMAR SINGH, (PAN ANOPS0676D), (Aadhar No 2945 7480
 7182) (Mobile No. 8981078277), son of Late Dan Bahadur Singh, by faith- Hindu, Citizen of
 India, by occupation - Business, residing at 34/30, Andul Road 1st Bye Lane, Police Station
 A.J.C Bose Botanical Garden, Post Office- Danesh Sk Lane District - Howrah, Pincode-
 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 legal heirs,
 successors, representatives, nominees and assigns).

All that piece and parcel of the property situated within State of West Bengal District
 Howrah District Registry Office Howrah Additional District Sub-Registry Office Howrah,

Post Office Botanical Garden, Mouja Shibpur, Police Station A. J. C. Bose Botanical Garden, Howrah Municipal Corporation Ward No. 39, Holding No. 51/2/4, Botanical Garden Road, corresponding to I. L. No. 1, Sheet No. 159, L. R. Khattian 63, 64, 65, 66, L. R. Dag 14, measuring 03 Cottah 13 Chittacks 10 sq.ft. of Bastu land with R. L. shade measuring 1200 sq.ft. is the property under this Development Agreement which is more fully described in the First Schedule herein below.

Whereas, the property within 51/2/4, Botanical Garden Road, Ward No. 39, Mouja, Shibpur and Police Station Shibpur, District Howrah, measuring about 3 Cottah 13 Chattah 10 Sq. ft of mokarari mourashi bastu land belong to Sudhindra Nath Chatterjee, son of Late Surendra Nath Chatterjee of 4, Iswar Dutta Lane, District Howrah.

Whereas, Sudhindra Nath Chatterjee during the course of his enjoyment of the aforesaid property duly appointed Tarak Chandra Mukhopadhyay of 75, Debendra Ganguly Road, Police Station Shibpur, District Howrah as his constituted Attorney by executing a General Power of Attorney duly Registered before District Sub Registry Office Howrah and recorded as Book No. 1, Volume 17, Page 72 to 78, Being No. 459 for the years 1959.

Whereas, later on by virtue of aforesaid Registered General Power of Attorney said Tarak Chandra Mukhopadhyay duly sold out the property within 51/2, Botanical Garden Road, Police Station Shibpur, District Howrah to the buyers Ambika Tiwari, Kalika Tiwari, Jang Bahadur Tiwari all sons of Late Kaileswar Tiwari. The said Deed of Sale was executed on 11.05.1959 and Registered before District Sub Registry Office Howrah and recorded as Book No. 1, Volume No. 49, Page 14 to 17, Deed No. 2243, for the year 1953.

Whereas, during the course of enjoyment of the property one of the co sharers Ambika Tiwari died leaving behind his only son Birbahadur Tiwari as his only legal heirs accordingly the undivided share of property as left by Ambika Tiwari was inherited by Birbahadur Tiwari who continue to enjoy the same in a joint peaceful manner along with other co owners.

Whereas, during the course of enjoyment of the property one of the co sharers that is Kalika Tiwari died leaving behind his two sons Hridaya Nand Tiwari and Brindanand Tiwari as his only legal heirs accordingly the undivided share of property as left by Kalika Tiwari was jointly inherited by Hridaya Nand Tiwari and Brindanand Tiwari who continue to enjoy the same in a joint peaceful manner along with other co owners.

Whereas, during the course of enjoyment of the property one of the other co sharers i.e. Jang Bahadur Tiwari died leaving behind his wife Radhika Tiwari and three sons Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari as his only legal heirs accordingly the undivided share of property as left by Jang Bahadur Tiwari was jointly inherited by Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari who continue to enjoy the same in a joint peaceful manner along with other co owners.

Whereas, in the aforesaid manner Birbahadur Tiwari, Hridaya Nand Tiwari, Brindanand Tiwari, Radhika Tiwari, Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari became the joint owners of the total property within 51/2, Botanical Garden Road, Police Station Shibpur, District Howrah and they continue to enjoy the same in a joint peaceful manner.

Whereas, during the course of such joint enjoyment of the property the Owners namely Birbahadur Tiwari, Hridaya Nand Tiwari, Brindanand Tiwari, Radhika Tiwari, Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari by their amicable settlement duly executed a Deed of Partition among them which was registered before District Sub Registry Office Howrah and recorded as Book No. 1, Volume No. 168, Page 135 to 146, Deed No. 6067, for the year 1990. That, by virtue of aforesaid Deed of Partition Radhika Devi Tiwari, Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari jointly obtained in their share 3 Cottah 13 Chattak 10 Sq.ft of mokarari mourashi bastu land out of holding no. 51/2, Botanical Garden Road, Police Station Shibpur, District Howrah and continue to enjoy the same in a joint peaceful manner.

Whereas, after obtaining demarcated property by virtue of aforesaid Deed of Partition in respect to holding no. 51/2, Botanical Garden Road, Police Station Shibpur, District Howrah

aforesaid owners Radhika Devi Tiwari, Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari duly mutated their names before Howrah Municipal Corporation and their names were recorded under holding no. 51/2/4, Botanical Garden Road, Ward No. 39, P. No. 2, Shibpur, District Howrah and continue to enjoy the same in a joint peaceful manner. That the Owners also mutated their names in the L. R. Record of Rights under District Howrah, Mouja and Police Station Shibpur, J. L. No. 1, Sheet No. 159, L. R. Dag 14, L. R. Khatian 63 (stands in the name of Dayananda Tiwari), L. R. Khatian 64 (stands in the name of Radhika Tiwari), L. R. Khatian 65 (stands in the name of Sanjay Tiwari), L. R. Khatian 66 (stands in the name of Sarada Tiwari).

Whereas, after obtaining demarcated share of property Hridya Nanda Tiwari, Mira Tewari, Ananda Kumar Tiwari, Nil Kamal Tiwari, Rajaashree Tiwari, Uma Shankar Tiwari, Rameswar Tiwari, Dinesh Kumar Tiwari jointly executed a Deed of Gift in favour of Radhika Devi Tiwari, Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari. The said Deed of Gift Mira Tewari, Ananda Kumar Tiwari, Nil Kamal Tiwari, Rajaashree Tiwari, Uma Shankar Tiwari, Rameswar Tiwari was represented by their constituted attorney Dinesh Kumar Tiwari. That by virtue of said Deed of Gift some property measuring about 264 sq.ft. from holding no. 51/2/3, Botanical Garden Road, Police Station Shibpur, District Howrah and 51/2/2, Botanical Garden Road, Police Station Shibpur, District Howrah was gifted in favour of aforesaid Donee. The said Deed of Gift was duly executed on 26.10.2005 and registered before Additional District Sub Registry Office Howrah and recorded as Deed No. 4540, for the year 2005.

Whereas, in the aforesaid manner Radhika Devi Tiwari, Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari jointly became the owners of 3 Cottah 13 Chattak 10 Sq ft. of bastu land in respect to holding no. 51/2/4, Botanical Garden Road, Police Station Shibpur, District Howrah and continue to enjoy the same. That during the course of such enjoyment of the property Radhika Devi Tiwari died and upon her death her undivided share of property vested upon Daya Nand Tiwari, Saradanand Tiwari and Sonjoy Tiwari and they continue to enjoy the same in an absolute peaceful manner.

Whereas, it is specified that Daya Nand Tiwari, Saradanand Tiwari and Sanjoy Tiwari during the course of their joint enjoyment of the property when some documents regarding the title of the property morefully described herein below:

- a) Gift Deed executed on 26.10.2005 registered before Additional District Sub Registry Office Howrah and recorded as Deed No. 4540 for the year 2005.
- b) Sale Deed executed on 11.09.1968 registered before District Sub Registry Office Howrah and recorded as Deed No. 459 for the year 1968.
- c) Sale Deed executed on 11.05.1959 registered before District Sub Registry Office Howrah and recorded as Deed No.2545 for the year 1959.
- d) Deed of Partition dated 18.12.1999 registered before District Sub Registry Office Howrah and recorded as Deed No. 6067 for the year 1999.

Whereas, while in course of enjoyment the aforesaid documents were in their custody unfortunately they lost the aforesaid documents from their custody and regarding such loss of aforesaid original documents a General Diady was lodge on 13.11.2019 before Police Staion A. J. C. Bose Botanical Garden, having General Diary No. 507 subsequently to avoid any legal encumbrances the matter of loss of all the original title deeds as fully mentioned herein above Newspaper Publication was made on 24.11.2019 before the daily Bengali Newspaper "Aajkaal" and daily English Newspaper "Telegraph" through their authorized Advocate. That in the publication information and or objection if any was invited from any person or persons who ever being interested in connection to the concern property but even after the laps of statutory time as provided in the published notice of Newspaper no such objection and or claim and or information was tendered was raised by anybody else whatsoever.

Whereas, during the course of joint enjoyment of the property Daya Nand Tiwari, Saradanand Tiwari and Sanjoy Tiwari jointly executed a Deed of Gift in favour of Anish Kumar Tiwari, PREETI Tiwari and Manita Tiwari and transferred their total share of property within 51/2/4, Botanical Garden Road, Ward No. 39, Mouja, Shibpur and Police Station Shibpur, District Howrah measuring 3 Cottah 13 Chattak 10 Sq.ft. of Bastu land

together with R. T. Shade measuring 1200 sq.ft. thereon. The said Deed of Gift was duly executed on 7/10/2020 and registered before Additional District Sub Registry Office Howrah and recorded as Deed No. 4985 for the year 2020. That by virtue of aforesaid Deed of Gift Anish Kumar Tiwari, PREETI Tiwari and Manita Tiwari became the joint owners of the aforesaid property.

Whereas, presently Anish Kumar Tiwari, PREETI Tiwari and Manita Tiwari are the joint Owners of the 'A' schedule mentioned property and continue to enjoy the same in a joint peaceful manner.

In this presents, for the sake of brevity the **owners** of the First Part and the **DEVELOPER** of the Second part are called, referred to and identified as **PARTIES** and individually as Party. The term "Said Property" shall mean the Scheduled Property.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BY AND BETWEEN THE PARTIES AS FOLLOWS:

- A.** That presently within the First schedule property there are number of tenants whom are occupying their tenanted portion. That for the purpose of development of the First schedule property. It is duty of owners to negotiate with the tenants and give NOC of tenants to the Developer, if any Agreement or other like documents is to be prepared and or executed by and between the Owners, the Tenants and the Developer then the Developer will co-operate with the same and execute necessary documents if necessary. That whatever share to be provided to the Tenants either it is constructional area or money by negotiation then that will be deducted from the total constructional share of the Owners and in this respect the Owners should not raise any objection or any sort of claim against the Developer in future in any manner whatsoever and in this respect the Owners and the Developer will reasonable and co-operate with each other. That by the settlement between the

Owners and the Developer, this clause is not been included in Second Schedule but the parties undertake to abide by the same.

- B.** That presently for the satisfaction and title of the present Owners in respect to the First Schedule property the previous Owners namely Daya Nand Tiwari, Saradanand Tiwari and Sanjoy Tiwari jointly executed a Deed of Gift in favour of Anish Kumar Tiwari, PREETI Tiwari and Manita Tiwari and transferred their total share of property within 51/2/4, Botanical Garden Road, Ward No. 39, Mouja, Shibpur and Police Station Shibpur, District Howrah measuring 3 Cottah 13 Chhattak 10 Sq.ft. of Bastu land and R. T. Shed measuring 1200 sq.ft. That regarding the execution of Deed of Gift all expenses presently made by the Developer at the request of the Donors Daya Nand Tiwari, Saradanand Tiwari and Sanjoy Tiwari and the Donees Anish Kumar Tiwari, PREETI Tiwari and Manita Tiwari and the details accounts of expenses has already been produced by the Developer to the present Donees. That by negotiation between the Owners and the Developer it was settled that the said amount of money to be accounted as down payment of behalf of the Developer for the execution of this Development Agreement and the said amount to be adjusted against the constructional share of present owners at the final stage when the Owners constructional share will be delivered. That prior to the execution of this Development Agreement among the Owners of the property a Deed of Gift was executed. That upon the request of the owners as referred herein above the Developer made entire expenses of executing Deed of Gift as well as registration of the same. The total expenses made by the Developer is Rupees 1,20,000/- and the said amount of money will be returned by the Owners and or said amount of money will be adjusted against the share of the Owners
- C.** That the Owners declare that the property described in First Schedule herein below is free from all encumbrances and having a good marketable title. That even if in future during the progress of legal works and or development work if any legal encumbrances arises and the same cost delay in preparation of legal works and or

starting of construction work then the Owners will be liable for that and to solve such problem whatever expenses the Developer will do that will be adjusted against the share of Developer.

1. Subject Matter of Agreement

1.1 **Development and Commercial Exploitation of Said Property:** Agreement between the Owner of the First Part the Developer of the Second Part with regard to development and commercial exploitation of present All that piece and parcel of the property situated within State of West Bengal District Howrah District Registry Office Howrah Additional District Sub-Registry Office Howrah, Post Office Botanical Garden, Mouja Shibpur, Police Station A. J. C. Bose Botanical Garden, Howrah Municipal Corporation Ward No. 39, Holding No. 51/2/4, Botanical Garden Road, corresponding to J. L. No. 1, Sheet No. 159, L. R. Khatian 63, 64, 65, 66, L. R. Dag 14, measuring 03 Cottah 13 Chittacks 10 sq.ft. of Bastu land with R. T. Shed measuring 1200 sq.ft. is the property under this Development Agreement morefully and particularly described, mentioned in the First Schedule written hereinbelow at the foot these presents by construction of several separate and distinct clusters of new buildings thereon comprising of primarily residential buildings/commercial buildings and ancillary facilities and other areas (hereinafter collectively referred to as said complex)

2. Background and Representations:

2.1 **Ownership of said Property:** By virtue of the events and in the circumstances mentioned in the second schedule below at the foot of these presents (Devolution of Title) the Party of the First Party, being the Owners herein have become the joint, absolute, undisputed and exclusive Owners well seized and physically possessed of and sufficiently entitled to the said property i.e. Scheduled property. The owner further declares that the said property is absolutely free from all encumbrances, charges, attachments, mortgages, liens, lis-pendens, trusts, debuttars, wakf, acquisitions, requisitions, vesting etc and from any acquisition or registration.

2.2 Owners to Ensure Continuing Marketability: The Owner herein ensure that the Said Property will continue to remain unchanged marketable and free from all encumbrances, charges, attachments, mortgages, liens, lis pendens, trusts, debentures, wakf, acquisitions, requisitions, vesting etc. till completion of the development of the Said Property and/or the entire below Schedule Property save and except physical possession being given in as is wherever basis.

2.3 No Previous Agreement: the owner has not entered into any agreement and/or understanding for sale, transfer, assignment, nomination, lease or development in respect of the Scheduled Property with any person and/or persons, body corporate, firm, organization save and except these presents or supplementary to these presents and/or the lease Deed executed in favour of the Developer.

2.4 Infrastructure and Expertise of the Developer: the Developer is carrying on business of development of real estate and has infrastructure and expertise in this field and the Owners of the First Part have all due diligence with regard to the financial capability and the technical expertise of the Developer and being unqualifiedly satisfied executes these presents.

2.5 No Requisitions or Acquisitions: Till date no part or portion of the Said Property and/or the entire below Scheduled Property is at present affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise. Neither any acquisition proceeding has been initiated nor pending with regard to any part or portion of the Said Property and/or the Entire below Scheduled Property.

2.6 Infrastructure, Expertise and Financial Capacity of Developer: the Developer is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and also the financial capacity to successfully undertake and complete the development of the Said Property by construction of several separate and distinct clusters of new buildings

thereon comprising of primarily residential buildings/commercial buildings and ancillary facilities and other areas in the manner as envisaged in this Agreement.

2.7 Financial arrangement and Marketing: 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 herein is permitted to mortgage all original papers of the said property for raising funds and/or also raise funds by way of loans and/or sale of equity and/or by other means from financial institution and/or Government Institutions and/or from Private and/or Public companies and/or from any individual to which the owner shall extend full co-operation, shall not raise any objection whatsoever and /or in any manner and also shall for the purpose of the said loan shall sign on the requisite and relevant documents with the bank/s for the purpose of availing the loan for execution of the said project .

2.8 No Abandonment: The Developer shall not under this Agreement abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto in order to complete construction and development on and in respect of the said property subject to getting all statutory clearances.

2.9 Owners have Authority: The Owner have not caused, any act or omission due to which they are not legally entitled to execute these presents or prevented by law to execute these presents i.e. the owner herein is absolutely and legally authorized to execute these presents.

2.10 Developer has Authority: The Developer represents that he has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

2.1.5 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Party to each other as stated above, final terms and conditions superseding all previous correspondence and agreements (oral or written) between the party for the Project are hereby recorded by this Agreement. This Agreement shall override and eclipse all retrospective written and/or verbal communications inter Party save and except the Power of Attorney to be executed with this presents.

3. Basic Understanding

3.1 Development of Said Property by Construction and Commercial Exploitation of Said Complex: The Parties have mutually decided to take up the Project, i.e the development of the Said Property by way of construction of the Said Complex thereon and commercial exploitation of the Said Complex with (1) specified inputs and responsibility sharing by the Party and (2) exchange with each other of their specified inputs.

3.2 Nature and Use of Said Complex: The Said Complex shall be contracted in accordance with architectural plans (Buildings Plans) to be prepared by an architect as appointed by the Developer and to the plan be sanctioned by the Developer from statutory authorities concerned with sanction (collectively Planning Authorities), as a complex comprising of primarily residential buildings and/or commercial buildings and ancillary facilities and other areas with specified areas, amenities and facilities to be enjoyed in common. The cluster residential buildings (collectively Residential Areas) and the building/s containing commercial spaces (collectively Commercial Areas) shall be laid out in the manner designed by the Architects as per direction and discretion of the Developer herein.

3.3 Appointment of Contractors etc: The Developer shall have absolute right and full authority to appoint contractors, agents, sub-agents etc. for the development of the Said Complex on the Said Property, as its own costs and expenses.

4. Development and Commencement

4.1 **Development:** The Party of the First Part and Party of the Other Part hereby accept the Basic Understanding between them as recorded in Clause 6 above all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the owner confirms that the Developer shall develop the entire said property and/or entire below Schedule property, as mentioned at the Foot of these presents, at its own cost and on behalf of itself and the Owner. The Owner further confirms that the Developer shall have and enjoy absolute physical Khas possession over the said property and shall have exclusive right to carry out the Development and execution of the Project on, over and in respect of the said Property, and/or entire below Scheduled Property, as mentioned at the foot of these presents at its own costs and expenses upon satisfaction of the performance for payment of consideration price in full, as set forth herein under

4.2 **Commencement and Tenure:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (Commencement Date) and this Agreement shall remain valid and in force till all obligations of the Party towards each other stand fulfilled and performed and all saleable spaces in the Said Complex are transferred and sold.

5. **Pre-Sanction Activities, Sanction and Construction**

5.1 **Statutory Clearance:** The Developer at his own costs and expenses obtain all Statutory Clearances, "No Objections", permissions from appropriate authority or authorities for permission for development of the Said Complex on the Said Property, and the owner herein shall unqualifiedly co-operate and co-ordinate in this regard.

5.2 **Mutation:** The Developer at its efforts and expenses, shall cause mutation of the schedule mentioned property before the land and land reform department so that the purpose and basic understanding laid down in these presents is fulfilled. The owner shall unqualifiedly extend all sorts of Co-operation inclusive of executing

all papers/documents with regard to the Title of these presents and the said property.

5.3 Payment of Land Revenue and Taxes: The Developer shall, at its own costs and expenses, make payment of up to date land revenue and taxes for the presents or for the due period before Howrah Municipal Corporation and obtained tax clearance certificate and Howrah Municipal Corporation Assessment Book in respect of the Said Schedule Property.

5.4 Survey and Measurement: Immediately hereafter, the Said Property and/or entire below Scheduled Property, as mentioned at the foot of these presents, shall be surveyed and measured by an agency appointed by the Developer. The measurement derived from such survey shall be deemed to be the final area of the Said Property, all costs, charges and expenses for survey and measurement shall be borne and paid exclusively by the Developer.

5.5 Sanction of Building Plans: The Developer at his own cost shall take all initiative and responsibility and necessary steps for obtaining from the Planning Authorities, sanction of the Buildings Plans.

5.6 Architects and Consultants: The Owners have unqualifiedly and irrevocably authorized the Developer to appoint the Architect and other consultants to assist in the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be exclusively and solely paid by the developer and the Owners shall have no liability or responsibility.

5.7 Completion Time: With regard to time of completion of the Project, it has been agreed between the party that the Developer shall cause construction, erection and completion of the entire Said Complex within such reasonable period as decided by the developer.

5.8 Common Parties: The Developer shall at his owner costs install and erect in the common areas of the Said Complex amenities and facilities such as stairways,

lifts, fire fighting apparatus, passages, driveways, common lavatory, electric meter spaces, pump room, reservoir, over head water tank, water pump and meter, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenances and management of the Said Complex (collectively Common Portions). It is clarified that there may be separate Common Portions for Residential Areas, separate Common Portions for Commercial Portions may be common to both the Residential Areas and Commercial Areas. For permanent electric connection to the apartments/spaces in the Said Complex (collectively Transferees) shall pay the same for the Units in the Owner's Allocation. It is clarified that the expression transferees include the Owner and the Developer, to the extent of unsold or retained Units in the Said Complex. **Building Materials:** The Developer shall be authorized to apply for and obtain at the costs of the Developer, quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Party and required for the construction of the Said Complex but under no circumstances the Owners shall be responsible for the same in any manner including, without limitation, to the entitlement, availability, price/value, storage and/or quality of the building materials, inputs and facilities.

5.9 **Temporary Connections:** The Developer shall be authorized, to apply for and obtain at the costs of the Developer, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

5.10 **Modification:** Any amendment or modification to the building Plans may be made or caused to be made by the Developer at the discretion of the Developer, and within the permissible limits of the Planning authorities and in such case the Owners shall be bound to execute and present and sign on all documents, maps, plans, as required from time to time.

5.11 **Co-operation:** Neither Party shall indulge in any activities which may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Party. The owners shall unqualified and continuously provide all cooperation including execution of any document that may be necessary for successful completion of the Project.

6. Powers and Authorities

6.1 **Powers of Authority:** The Owners herein has simultaneously executed registered Power of Attorney in favour of the Developer and/or its Director **DEVENDRA KUMAR SINGH (PAN ANOPS0676D)**, 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 (a) to take all necessary steps for the purpose of getting the building Plans sanctioned/revalidated/modified/alterd by the Planning Authorities (b) as well as for construction and Development of the Said Complex in terms of this Agreement and/or (c) for the purpose to sell, transfer, convey, gift, lease, assign and nominate the developer's portion and/or allocation in the Said Property and/or the entire below Third Scheduled Property, whatever the Attorney feels right and (d) to sell the sanctioned building plans of the Said Property and/or the entire below Scheduled property, morefully described at the foot of these presents unto and in favour of the third party and others in case of demise of the owner herein, this Development Agreement shall operate as an irrevocable authorization.

6.2 **Further Acts:** Notwithstanding grant of the aforesaid Plan Sanction and Construction Power of Attorney and Conveyance Power of Attorney, the Owner hereby undertakes that she shall execute as and when necessary, all papers, documents, plans etc. that as and when be necessary for enabling the Developer to perform all activities, performances and obligations under this Agreement.

7. Consideration and modalities of Transfer

7.1 Consideration for the Party

7.1.1 Owners Share : The Owners will get 45% complete constructed area including super built up area out of total construction on the First schedule property. There are some tenants are present at the ground floor of property, the share of tenants will be adjusted within the 45% share of land lords. That along with constructional share the Owners will also get proportionate undivided share of land and common rights of using common things in a common manner as specified in Fourth Schedule herein below. That for using common things in a common manner the Owners will bear common expenses for the good maintenance of the common things as will be determined in respect to total property after the completion of total construction work. That other than the share as specified herein above the Owners should not claim any extra constructed area or money from the Developer at any material point of time. The Owners have right to transfer their constructed share in any manner whatsoever or settle the same in any manner. The Owners have right to transfer their constructional share in favour of the Developer in lieu of consideration value as will be settle by and between the Owners and the Developer.

7.1.2 Marketing and Marketing Cost : It has been agreed that the entire constructed area shall be marketed and sold by the developer itself and/ or through the marketing agents appointed by the developer and the sale proceeds of the said owner's allocation shall be deposited in the bank account of the owner as provided by him.

7.1.3 Sale Price, Business Plan and statement of sale/ bookings : The sale price and business plan for sale of the entire saleable areas i.e., residential area as well as commercial areas in different blocks shall be decided by the developer and the owners shall have no say with regard to such cost.

7.1.4 Construction Cost and Sanction Fees : The owner/ shall not be required to pay any consideration towards the costs of construction or sanction fees or other overhead and establishment cost to the developer or to any one else and their

contribution of the said property into the said project, shall be the same consideration, for the owners share over the constructed, developed land area.

11. MODALITIES OF TRANSFER :

11.1.1 Policy Decision : All policy decision relating to the manner of sale and other matter connected therewith shall be taken in principle by the developer herein which shall be implemented by the developer and the owners shall be bound to abide by and honour all such decisions.

11.1.2 Execution of Deed of Conveyance: Irrespective deed of conveyance shall be executed by the developer vide the power of attorney executed in favour of the developer by the owner. By the execution of these presents the owner authorise the developer to execute all documents on behalf of the owner. Provided that in the event the owner is required to make any signature in any transfer deed or his/her presence is required for such execution, then in that case, the owner shall extend full co-operation.

11.1.3 Grant of Undivided Share Of Said Property : The transferees of the saleable area in the said project who may enter into agreement for sale at the instance of the developer, shall be entitled to obtain and be granted the proportionate, undivided and impartable ownership, right title and interest in the said property by the owner pertaining to and/ or attributable to the area of the apartment/ space agreed to be sold to and purchased and acquired by such transferees from or through the developer, Hence all the documents executed by the developer and the transferees and/ or nominees shall be deemed to be executed by the owner herein and shall deemed to have the endorsement of the owner.

11.1.5 Additional FAR : The party agree, that if any additional FAR is granted by the Municipal authorities, even after the plan getting sanctioned in respect of the proposed project on the scheduled property leading to re-sanctioning of the plan, then in such case the cost and usufructs pertaining to construction and sale of such additional FAR shall belong to the developer and owner.

11.1.6 Sharing of Transfer/ Administrative Charges : The developer shall be entitled to all receivables in form of the Administrative charges to be paid by all such provisional Allotees of residential flats and/ or commercial spaces who desire to cause resale and/ or shall cause re-sale of such residential flats / commercial spaces before of sale Deed of such from the developer of the project.

12. FINANCIALS

12.1 Payment : That the Developer will provide temporary accommodation to the Owners up to the period of delivery of Owners share within the project for development.

12.2 Project Finance : Either before or after sanction of building plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction, the developer may at its own risk, cost and liability, arrange for financing of the project by any bank (s)(Banker) and also home loans advanced to the buyers of the said constructed areas of the said project. Such project finance would be secured by the transferees.

13. TRANSFER OF UNITS

13.1 Transfer of Units : In consideration of the security deposit and/ or the consideration paid by the developer to the owners who shall execute deeds of conveyances of the undivided share in the land contained in the said property as be attributable to the respective units in favour of the transferees thereof, in such part or parts as shall be required and/ or prescribed by the developer. Such deeds of conveyances relating to any block shall be executed by the owner or her constituted attorney or by the developer being authorized due to execution of these presents.

13.2 Cost Of Transfer : The cost of conveyances and the stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal

fees and expenses incidental or related thereto shall be borne and paid by the respective transferees.

13.3 Possession to transferees and dealing with unsold units : The possession of units to the transferees shall be delivered progressively. At the end of the project i.e., upon issuance of the completion certificate, if there are any unsold units in the hands of the developer, then the developer shall be absolutely entitled to the absolute ownership of areas belongings to his allocation.

14. MUNICIPAL TAXES AND OUTGOINGS :

14.1 Municipal Taxes and Outgoings : On and from the date of execution of these presents till, the completion of the project all arrear dues of Kolkata Municipal Corporation, land revenue and municipal rates and taxes and outgoings (collectively rates) on the said property shall be exclusively borne, paid and discharged by the developer.

15. POSSESSION AND POST COMPLETION MAINTENANCE

15.1 Notice of Completion : As soon as any phase of the said Complex is completed with occupancy certificate from either of the architects and made habitable and tenantable with adequate availability of utilities like electricity, water, sewerage, drainage etc. and common portions for proper use, occupation and enjoyment, the developer shall give a written notice to the owner.

15.2 Possession Date and Rates : since the project will be constructed in phases, different blocks of the said complex shall have different possession dates.

15.3 Punctual Payment and Indemnity : The developer shall punctually and regularly pay the rates for the units to the concerned authorities and shall keep the owners indemnified against all claims, actions, demands, costs, charges, expenses and proceedings whatsoever directly or indirectly instituted against or suffered by the owners, consequent upon a default.

15.4 **Maintenance** : The developer shall frame a scheme for the management and administration of the said complex and the maintenance shall be handed over to a professional agency. The developer will mutually and jointly take all decisions for the management of the common affairs of the said complex.

15.5 **Maintenance Charge** : The developer shall hand over the management and maintenance of the common portions and services of the said complex to a professional agency which shall collect the costs and service charge therefore (Maintenance Charge). It is clarified that the maintenance charge shall include premium for the insurance of the said complex, water, electricity, sanitation and scavenging charge and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipments.

16. OBLIGATIONS DUTIES AND RIGHTS OF THE DEVELOPER

16.1 **Specifications** : The developer shall use standard quality building materials as is provided in multi storied residential/ commercial building as per the specifications but it is clearly understood by the party that the specifications of all the units shall be identical.

16.2 **Commencement of the project**: the development of the said property shall commence as per specification, Building Plan, Schemes, Rules, Regulations, Bye laws and approval of the planning authorities, at the cost, risk and responsibility of the Developer, the Owner having no responsibility in respect thereof in any manner whatsoever.

16.3 **Permission for construction** : All cost incurred to obtain all permission required by the Government authorities sanction of the Building Plans and permission to execute the project shall be borne by the Developer. However, the Owner will extend their unqualified cooperation to enable the Developer in obtaining the mentioned permission and clearances.

16.4 Power to Assign : The Owner shall not and never object if the Developer at any point of time assign or transfers the benefits of this Agreement or any portion thereof to any individual, body corporate, firm, association, society and or any other entity.

16.5 No Violation of Law : The developer hereby agrees and covenants that the owners not to violate or contravene any of the provisions of the rules applicable to construction of the said complex.

16.6 Possession to Third party : the developer is entitled to part with possession of the saleable areas prior to the possession date and further the developer is permitted to enter into any agreement for sale or transfer or to deal with the same only in respect of the developer share and allocation.

17. OBLIGATIONS, DUTIES AND RIGHTS OF OWNER :

17.1 Co-operation with Developer : The owner unqualifiedly and fully co-operate with the developer for obtaining all permissions required for development of the said property.

17.2 Act in Good Faith : The owner agrees to act in good faith towards the developer, so that the project can be successfully completed.

17.3 No Obstruction in dealing with developers Functions : the owner covenants not to do any act, deed and thing whereby the developer may be prevented from discharging its functions under this agreement or may be prevented from enjoying its entitlements and allocated areas (constructed as well as land) except as and when it necessary the owners has got right to abstract the same.

17.14 No Obstructions in construction : The owners hereby covenants not and never cause any interference or hindrance in the construction of the said complex except in certain circumstances.

18.5 **No Implied Waiver** : failure or delay by either party to enforce any rights under this agreement shall not mean waiver of any such rights.

18.6 **Further Acts** : The party shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this agreement.

18.7 **Use of Brand Name** : The project will carry the brand name of the developer and the name of the project will be decided by the developer.

19. **TERMINATION & FORFEITURE:**

19.1 **No Cancellation** : That during the continuation of the project work if there be any dispute regarding the title of the property then the Owner and the Developer will jointly solve the problem and all expense for such to be paid by the Owner. First of the party shall be entitled to cancel or rescind this agreement without recourse to arbitration. In the event of any default on the part of either party, the other part shall be entitled to claim specific performance of this agreement and also for damages and the party agree that the arbitration tribunal shall be empowered to award specific performance or cancellation of this agreement and additionally also to award damages and other such reliefs.

20. **ENTIRE AGREEMENT :**

20.1 **Suppression** : This agreement constitute the entire agreement between the party and revokes and supersedes all previous discussions/ correspondences and agreements between the party, oral or implied saved and except Power of Attorney is executed along with these presents.

21. **COUNTERPARTS :**

21.1 **All Originals** : This agreement is being executed simultaneously in (first) counterpart, each of which shall be deemed to be an original and all of which shall constitute first instrument and agreement between the party.

22. **AMENDMENT/ MODIFICATION :**

22.1 **Expressed Documentation** : No amendment or modification of this agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the party and expressly referring to the relevant provision of this agreement.

23. **NOTICE :**

23.1 **Mode Of Service** : Any notice or written communication even under or in connection with this agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivery or registered post with acknowledge due to the proper address and for the attention of the relevant party (or such other address as is otherwise notified in writing by each party from time to time). The owners shall address all such notices and other written communication to the director of the developer and the developer shall address all such notices and other written communications to the entire owners.

23.2 **Time of Service** : any such notice and other written communication shall be deemed or to have been served.

23.3 **Personal Delivery** : If delivered personally at the time of delivery.

23.4 **Registered Post** : if send by prepaid recorded delivery or registered post on the forth day of handing over the same to the postal authorities/ service provider.

23.5 **Facsimile** : If send by facsimile transmission, at the time of transmission (if send during business hour) or (If not send during business hours) at the beginning to business hours next following the time of transmission, in the place to which the facsimile was sent.

23.6 **Proof of Service** : In proving such service it shall be sufficient to prove that personal delivery was made by producing the acknowledgement of the receipt or in case of prepaid recorded delivery or registered post, that such notice or other written communication was properly addressed and delivered to the postal authority or in the case of facsimile message, that an activity or other report from

the senders facsimile machine can be produce successful transmission in respect of the notice or written communication showing the recipients facsimile number and the number of pages transmitted.

23.7 Electronic Mail : Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served unless duly confirmed by the recipient by e-mail or any other form of communication.

24. ARBITRATION :

24.1 Dispute and Pre- referral Efforts : The parties shall attend to settle any dispute or difference in relation to or arising out of or touching this agreement or the validity, interpretation, construction, performance, breach or enforceability of this agreement (collectively disputes), by way of negotiation. To this end, each of the party shall use its reasonable endeavours to consult or negotiate with the other party in good faith and in recognizing the party's mutual interests and attempts to reach a just and equitable settlement satisfactory to both party. Further either of the party is entitle to common person as arbitrator if any dispute arises settlement for such dispute and both party will obey the decision of arbitrator.

24.2 Referral To Arbitration : If the party and/ or parties have not settled the disputes by negotiation within 30 (thirty) clays from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.

25. Place : The place of arbitration shall be Kolkata only.

25.1 Language : The language of the arbitration shall be English.

26. JURISDICTION

26.1 **Court :** A connection with the aforesaid arbitration proceedings, the courts the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determined all actions and proceedings.

27. RULES OF INTERPRETATION :

27.1 **Presumptions Rebutted :** It is agreed that all presumption which may arise in law at variance with the express provision of this agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of party to the said property.

27.2 **Statutes :** In this agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

27.3 **Number :** In this agreement, any reference to singular includes plural and vice-versa.

27.4 **Gender :** In this agreement, words denoting any gender including all other genders.

27.5 **Party :** In this agreement, any reference to a party is to a party to this agreement.

27.6 **Clause or Paragraph :** In this agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this

agreement and the schedules form part of and are deemed to be incorporated in this agreement.

27.7 Including : In this agreement any phrase introduced by the terms "including", "include" "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

27.8 Headings : In this agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this agreement.

FIRST SCHEDULE

(Total Property for Development)

All that piece and parcel of the property situated within State of West Bengal District Howrah District Registry Office Howrah Additional District Sub-Registry Office Howrah, Post Office Botanical Garden, Mouja Shibpur, Police Station A. J. C. Bose Botanical Garden, Howrah Municipal Corporation Ward No. 39, Holding No. 51/2/4, Botanical Garden Road, corresponding to J. L. No. 1, Sheet No. 159, L. R. Khatian 63, 64, 65, 66, L. R. Dag 14, measuring 03 Cottah 13 Chittacks 10 sq.ft. of Bastu land with pucca one storied old dilapidated building measuring 1200 sq.ft. is the property under this Development Agreement which is butted and bounded as follows.

On the North	:	Property of Rajnarayan Tiwari.
On the South	:	Botanical Garden Road.
On the East	:	Common passage.
On the West	:	property within 51/2/2 and 51/2/3, Botanical Garden

SECOND SCHEDULE

(Owners Share)

The Owners will get 45% complete constructed area including super built up area out of total construction on the First schedule property. That along with constructional share the Owners will also get proportionate undivided share of land and common rights of using common things in a common manner as specified in Fourth Schedule herein below. That for using common things in a common manner the Owners will bear common expenses for the good maintenance of the common things as will be determined in respect to total property after the completion of total construction work. That other than the share as specified herein above the Owners should not claim any further constructional share or money from the Developer at any material point of time in future. The Owners have right to transfer their constructed share in any manner whatsoever or settle the same in any manner. The Owners have right to transfer their constructional share in favour of the Developer in lieu of consideration value as will be settle by and between the Owners and the Developer. That if any constructed share or money to be provided to the Tenants then that will be deducted from the share of the Owners.

THIRD SCHEDULE

(Developer's Share)

That after allotting the Owners constructed share as specifically mentioned in Second Schedule herein above the remaining 55% of total constructional share within the First schedule property shall be the share of the Developer. That together with constructional share the Developer will also get proportionate undivided share of land and common rights of using common things in a common manner as specified in Fourth Schedule herein below. That for using common things in a common manner the Developer will bear common expenses for the good maintenance of the common things as will be determined in respect of the First schedule property after the completion of total construction work.

FOURTH SCHEDULE

(Common things)

Within the First Schedule property the following things will remain common for common enjoyments of all the flat Owners within the First schedule property and the common things will be commonly maintained by the common expenses of all the flat Owners within the total property. The common things are the common space, open space, stair case, staircase room, 24 hours Lift facility, septic tank, underground water reservoir, overhead water tank, sewerage line, electric line, water line, meter space, pump space, main entrance door for ingress and egress to the total property, boundary wall, outer face of the total property, common things on common space or open space or staircase, staircase-room, road will be the common things for common enjoyment of all the flat Owners within the total property. That, all the flat Owners within the total property with the help of the Developer form an Association of the flat Owners and the said Association according to the formation of its rules and regulation and collecting monthly subscriptions from the flat Owners within the total property will maintain the common items and or common things as fully described herein.

FIFTH SCHEDULE

(Specification of construction)

Specification :

1. **Main Structure** : R.C.C. Foundation and Structure.
2. **Brick Work** : First Class Brick – Outside wall 10", inside wall between flat 5" and partition wall 3" executing plaster.
3. **Wall** : Plaster and Paris finishing on the inside wall only and outside plaster with colours.
4. **Floor** : Tiles finish floor.
5. **Kitchen** : Black stone, Gas table with sink Stain less steel, Plumbing – one, Water tap, White glazed tiles 2' 0" high on the Black stone.

6. **Bath room** : One Indian style pan or one Western style pan, Two water tap and one shower point, White glazed tiles 5'0" on the wall, floor or White marble.
7. **Basin** : One Wash basin with one water tap at Dining room/space.
8. **Concealed electrical wiring** : Bed room- points, Dining- 4 points including one plug point (15AMP), Kitchen- one light point, one exhaust point and one plug point (15 AMP), one point for chimney. Bath room- one light point and one exhaust and one geyser point. Frame- Sal wood (6'x 2.5") with Syntax door.
9. **Window** : Aluminium sliding or Wood frame with glass pan and iron bar grill and outside wall plaster with weather coat point. Other than specification for any extra work payment prior to the made with proper information.
10. **Door** : Doors will be of Sal frame and wooden flush doors and main entrance door will be made of wood.
11. **Lift** : Lift facility will be provided to the flat Owners
12. **Meter** : That the Developer will pay the electric meter shifting charge for the Owners now in existence in respect to the property for development. That for the Purchaser, the Developer will provide electric meter on receipt of charges from the Purchaser.
13. **Extra work** : Other than the specification given herein the owner will pay extra charges in advance to the Developer for any extra work.

IN THE WITNESS WHEREOF, the Owners and the Developer to this Development Agreement signed the same after going through the contents very carefully admitting, the same to be written correct as per their own advices and direction, on the day, month and year first above written.

Witness :-

1. Arun K. Tiwari
51/2 B. G. Rd.
Howrah-3

2. Deepal Tiwari
51/2 B. G. Road
Howrah-3.

Anish K Tiwari

Preeti Tiwari

प्रीति ति वारी

Signature of the Owners

For Rimjhim Infracon Pvt. Ltd.

Devendra Kumar Singh

Director

.....
Signature of the Developer

Drafted by me.

Typed by me.

Sunita Chakraborty

Sunita Chakraborty
Shibpur, Howrah

Alitabha Mukherjee

Advocate
Judges Court, Howrah
WB/652/1979

FORM FOR TEN FINGER IMPRESSION

Sl. No.	Picture & Signature of Executants					
	 Anil K. Swari					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Little	Ring	Middle (Right Hand)	Fore	Thumb
	 Preeti Tiwari					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Little	Ring	Middle (Right Hand)	Fore	Thumb
	 Manita					
		Little	Ring	Middle (Left Hand)	Fore	Thumb
						
		Little	Ring	Middle (Right Hand)	Fore	Thumb

FORM FOR TEN FINGER IMPRESSION

Sl. No.	Picture & Signature of Executants					
						
		Little	Ring	Middle (Left Hand)	Fore	Thumb
	<i>Devendra Kumar S. S.</i>					
		Little	Ring	Middle (Right Hand)	Fore	Thumb
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Little	Ring	Middle (Right Hand)	Fore	Thumb
		Little	Ring	Middle (Left Hand)	Fore	Thumb
		Little	Ring	Middle (Right Hand)	Fore	Thumb

DEVELOPMENT AGREEMENT

DEED PLAN

OF LAND WITH STRUCTURE SHOWN IN RED BORDER AT ENTER HOLDING NO. 51/2/4, BOTANICAL GARDEN ROAD, HOWRAH MUNICIPAL CORPORATION, P.S. AJC BOSE, B GARDEN, DIST.- HOWRAH, WARD NO. 39, PIN- 711103.

TOTAL AREA OF LAND: 03 COTTAH 13 CHATTAK 10 SQ FT, TOTAL AREA OF STRUCTURE : 1200 SQ. FT.

OWNERS :- (1) SRI ANISH KUMAR TIWARI
(2) MISS. PREETI TIWARI &
(3) SMT MANITA TIWARI

DEVELOPER :- RIMJHIM INFRACON PVT. LTD. REPRESENTED BY ONE OF ITS DIRECTOR MR. DEVENDRA KUMAR SINGH



Anish Kumar Tiwari
Preeti Tiwari

मनिता तिवारी

RIMJHIM INFRACON PVT.

Devendra Kumar Singh

Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN : 19-202021-010523556-8
GRN Date: 05/10/2020 22:31:59
BRN : 8179572155403
SBI ePay txn No. : IGAJOJPPT6

Payment Mode : Net Banking-SELF
Payment Gateway : SBI EPay-State Bank of India
BRN Date: 05/10/2020 22:34:43
SBI ePay txn Date: 05/10/2020 22:32:57

DEPOSITOR'S DETAILS

Name : DEVENDRA KUMAR SINGH Id No. : 2001208049/2/2020
Contact No. : 8240964933
E-mail : rimjhiminfracon1969@gmail.com Mobile No. : +91 8240964933
Address : ANDUL 1ST BYE LANE
User Type : Others

Query Year

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount(₹)
1	2001208049/2/2020	Property Registration- Registration Fees	0030-03-104-001-16	1237
2	2001208049/2/2020	Property Registration- Stamp duty	0030-02-103-003-02	9901
Total Amount				11108

In Words : Rupees Eleven Thousand One Hundred Eight Only.

Major Information of the Deed

Deed No :	I-0502-04987/2020	Date of Registration	07/10/2020
Enquiry No / Year	0502-2001208049/2020	Office where deed is registered	
Enquiry Date	26/09/2020 8:25:24 AM		
Applicant Name, Address Other Details	Asitabha Mukherjee Thana : Howrah, District : Howrah, WEST BENGAL, PIN - 711101, Mobile No: 9339970715, Status : Advocate	0502-2001208049/2020	
Transaction			
0110] Sale, Development Agreement or Construction Agreement	Additional Transaction		
Set Forth value	[4311] Other than Immovable Property Receipt [Rs. 1,20,000/-]		
Rs. 10,50,000/-	Market Value		
Stampduty Paid(SD)	Rs. 72,47,499/-		
Rs. 10,001/- (Article:48(g))	Registration Fee Paid		
Remarks	Rs. 1,207/- (Article E, B)		
	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip (Urban area)		

Land Details :

District: Howrah, P.S:- Shibpur, Corporation: HOWRAH MUNICIPAL CORPORATION, Road: Botanical Garden Road
Premises No: 51/2/4, , Ward No: 039 Pin Code : 711103

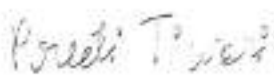
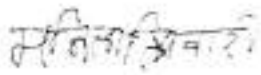
Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	(RS :-)		Bastu	3 Katha 13 Chatak 10 Sq Ft	10,00,000/-	68,87,499/-	Property is on Road
Grand Total :				6.3135Dec	10,00,000 /-	68,87,499 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1200 Sq Ft.	50,000/-	3,60,000/-	Structure Type: Structure
Floor No: 1, Area of floor : 1200 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 0Year, Roof Type: Tiles Shed, Extent of Completion: Complete					
Total :		1200 sq ft	50,000 /-	3,60,000 /-	

Land Lord Details :

Name, Address, Photo, Finger print and Signature

Sl No	Name	Photo	Finger Print	Signature
1	Mr ANISH KUMAR TIWARI Son of Mr Dayanand Tiwari Executed by: Self, Date of Execution: 07/10/2020 , Admitted by: Self, Date of Admission: 07/10/2020 ,Place : Office	 07/10/2020	 LTI 07/10/2020	 07/10/2020
51/2/4, Botanical Garden Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxxx6F, Aadhaar No: 98xxxxxxxx8880, Status :Individual, Executed by: Self, Date of Execution: 07/10/2020 , Admitted by: Self, Date of Admission: 07/10/2020 ,Place : Office				
2	Miss PRITI TIWARI Daughter of Mr Sharda Nand Tiwari Executed by: Self, Date of Execution: 07/10/2020 , Admitted by: Self, Date of Admission: 07/10/2020 ,Place : Office	 07/10/2020	 LTI 07/10/2020	 07/10/2020
51/2/4, Botanical Garden Road, P.O:- B Garden, P.S:- Shibpur, Howrah, District:-Howrah, West Bengal, India, PIN - 711103 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BNxxxxxxx0K, Aadhaar No: 31xxxxxxxx6180, Status :Individual, Executed by: Self, Date of Execution: 07/10/2020 , Admitted by: Self, Date of Admission: 07/10/2020 ,Place : Office				
3	Mrs MANITA TIWARI Wife of Mr Sanjay Tiwari Executed by: Self, Date of Execution: 07/10/2020 , Admitted by: Self, Date of Admission: 07/10/2020 ,Place : Office	 07/10/2020	 LTI 07/10/2020	 07/10/2020
Moon Chapara, Balia,, P.O:- Balia, P.S:- BAIRIA, District:-Ballia, Uttar Pradesh, India, PIN - 277209 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FPxxxxxx5C, Aadhaar No: 99xxxxxxxx0372, Status :Individual, Executed by: Self, Date of Execution: 07/10/2020 , Admitted by: Self, Date of Admission: 07/10/2020 ,Place : Office				

Developer Details :

Name, Address, Photo, Finger print and Signature

RIMJHIM INFRACON PVT. LTD.

34/30 Andul Road 1st Bye Lane, P.O.

Bengal India PIN - 711109 PAN No.

Executed by Representative

Danesh Shash Lane P.S. Shibpur Howrah District Howrah West
AAxxxxxx6D Aadhaar No. Not Provided by (PDA) Status: Organization

Representative Details :

Name, Address, Photo, Finger print and Signature

Name

Photo

Finger Print

Signature

Mr DEVENDRA KUMAR
SINGH (Presentant)

Son of Late: Dan Bahadur Singh

Date of Execution

07/10/2020, Admitted by

Self, Date of Admission

07/10/2020, Place of

Admission of Execution: Office



07/10/2020 1:21PM

07/10/2020

07/10/2020

34/30 Andul Road 1st Bye Lane, P.O. - Danesh Sk Lane P.S. - Shibpur, Howrah District Howrah West
Bengal India PIN - 711109 Sex Male By Caste Hindu Occupation Business Citizen of India PAN
No. ANxxxxxx6D Aadhaar No. 29xxxxxxxx7182 Status Representative Representative of RIMJHIM
INFRACON PVT. LTD. (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Smt Sunita Chakraborty Wife of Mr. Mohini Chakraborty 15/14 Ambika Ghosal Lane P.O. Shibpur P.S. Shibpur Howrah District Howrah West Bengal India PIN 711102			
	07/10/2020	07/10/2020	07/10/2020

Identifier Of Mr. ANISH KUMAR TIWARI, Miss PRITI TIWARI, Mrs. MANITA TIWARI, Mr. DEVENDRA KUMAR SINGH

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr. ANISH KUMAR TIWARI	RIMJHIM INFRACON PVT. LTD -2 15451 Dec
2	Miss PRITI TIWARI	RIMJHIM INFRACON PVT. LTD -2 15451 Dec
3	Mrs. MANITA TIWARI	RIMJHIM INFRACON PVT. LTD -2 15451 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Mr. ANISH KUMAR TIWARI	RIMJHIM INFRACON PVT. LTD -400 00000000 Sq Ft
2	Miss PRITI TIWARI	RIMJHIM INFRACON PVT. LTD -400 00000000 Sq Ft
3	Mrs. MANITA TIWARI	RIMJHIM INFRACON PVT. LTD -400 00000000 Sq Ft

On 07-10-2020

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

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

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

Presented for registration at 14.24 hrs on 07-10-2020, at the Office of the A.D.S.R. HOWRAH by Mr DEVENDRA KUMAR SINGH

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 72.47.499/-

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

Execution is admitted on 07/10/2020 by 1. Mr ANISH KUMAR TIWARI , Son of Mr Dayanand Tiwari , 51/2/4, Botanical Garden Road, P.O. B Garden, Thana: Shibpur, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Profession Business, 2. Miss PRITI TIWARI , Daughter of Mr Sharda Nand Tiwari , 51/2/4, Botanical Garden Road, P.O. B Garden, Thana: Shibpur, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711103, by caste Hindu, by Profession Business, 3. Mrs MANITA TIWARI , Wife of Mr Sanjay Tiwari , Moon Chapara, Balia, P.O. Balia, Thana: BAIRIA, Ballia, UTTAR PRADESH, India, PIN - 277209, by caste Hindu, by Profession House wife

Identified by Smt Sunita Chakraborty, Mr Mohini Chakraborty, 15/1/4, Ambika Ghosal Lane, P.O: Shibpur, Thana: Shibpur, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

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

Execution is admitted on 07-10-2020 by Mr DEVENDRA KUMAR SINGH , Director, RIMJHIM INFRACON PVT. LTD. (Private Limited Company) 34/30, Andul Road 1st Bye Lane, P.O.- Danes Shekh Lane, P.S:- Shibpur, Howrah, District-Howrah, West Bengal, India PIN - 711109

Identified by Smt Sunita Chakraborty, Mr Mohini Chakraborty, 15/1/4, Ambika Ghosal Lane, P.O: Shibpur, Thana: Shibpur, City/Town: HOWRAH, Howrah, WEST BENGAL, India, PIN - 711102, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,207/- (B = Rs 1,200/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/- by online = Rs 1,207/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/10/2020 10:34PM with Govt. Ref. No. 192020210105235568 on 05-10-2020, Amount Rs: 1,207/-, Bank: SBI EPay (SBIEPay), Ref. No. 8179572155403 on 05-10-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,901/-

Description of Stamp

1. Stamp Type: Impressed, Serial no 02596, Amount Rs.100/-, Date of Purchase: 18/06/2020, Vendor name: Soumitra Chanda

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/10/2020 10:34PM with Govt. Ref. No. 192020210105235568 on 05-10-2020, Amount Rs: 9,901/-, Bank: SBI EPay (SBIEPay), Ref. No. 8179572155403 on 05-10-2020, Head of Account 0030-02-103-003-02

Kaustava Dey

Kaustava Dey
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. HOWRAH
Howrah, West Bengal