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Certified that the document is admitted to registration. The signature sheet / sheets and the measurement sheet / sheets attached to this document are the part of this document.

Registrar U/S T(2)
District Sub Registrar-II
North 24 Parganas, Barasat

6 MAR 2020

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS AGREEMENT is made on this the 16th day of
March, Two Thousand Twenty (2020) A. D.

1. **Date** – 16th. day of March, 2020.
2. **Place** – D. S. R. – II, Barasat, North 24 Parganas.
3. **Parties**
 - 3.1. **SRI HRISHIKESH JANA**(PAN – ADFPJ4082P), son of Sri Ananta Kumar Jana, and **SMT SNIGDHA JANA** (PAN – AEVPJ2704B), W/O Sri Hrishikesh Jana, both are by faith – Hindu, by Nationality – Indian, by Occupation – Business& House wife, both are residing at 12/C Thakurdas Chakraborty Lane, P. O. – Beedon Street, P. S. – Girishpark, Kolkata - 700006, hereinafter called and referred to as the “**LAND OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the **ONE PART.**

AND

- 3.2. **TILOTTAMA CONSTRUCTION**, a proprietorship firm, having its office at Nababharati, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, represented by its sole proprietor **SRI DHIMAN DEBNATH** (PAN – AGGPD8448P), son of Late Narayan Chandra Debnath, by faith – Hindu, by Nationality – Indian, by Occupation - Business, residing at Nababharati, P. O. – Nabapally, P. S. – Barasat, District – North 24 Parganas, Kolkata – 700126, hereinafter referred and called to as the **DEVELOPER** (which expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include their legal heirs, successors, executors, administrators,

legal representative and assigns) of the OTHER PART/ SECOND PART.

Land Owners and the Developer collectively Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

4. Subject Matter of Development:

4.1. Project Property : ALL THAT piece and parcel of Land measuring an area of 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals be the same a little more or less, under Mouza- Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, P.S.- Airport, A.D.S.R. Bidhannagar under Madhyamgram Municipality, Ward No. 26 , Holding No. 7 & 7/1 Old Jessore Road P.O- Ganganagar, P.S -Airport., District North 24 Parganas, Kolkata -700132.

(a) where an area of 9 decimals out of 31.14 decimals of land under RS Khatian No. 155, LR Khatian No 223, RS & LR Dag No 234 (recorded in the name of Rabindra Nath Mitra),

(b) where an area of 22.14 decimals out of 31.14 decimals of land under R.S. Khatian No. 130, L.R. Khatian No. 223, 511 & 512, RS & LR Dag 235 (recorded in the name of Rabindra Nath Mitra & Present owner Sri Hrishikesh Jana and Smt Snigdha Jana.)

5. Background, Representations, Warranties and Covenants:

5.1. **Representations and Warranties Regarding Title:** The Land Owners have made the following representation and given the following warranty to the Developer regarding title.

6. Absolute Ownership of Land Owners:

6.1 **WHEREAS** Sri Rabindra Nath Mitra purchased a plot of land measuring 19.25 decimals or 11 Cottah 11 Chhataks more or less under Mouza-Ganganagar, JL No 49, RE Su No-1, Touzi no 1562, RS Khatian No. 155, RS Dag No 234 under P.S.-Airport, ADSR – Bidhannagar, under Madhyamgram Municipality, Ward No. 26, from Santosh Kumar Ghosh S/O Lt. Hajer Chandra Ghosh by a deed of Sale which was registered at Sub Registrar Barasat recorded in Book No 1, Volume No 37, Pages from 168-171 being Deed No 2564 for the year 1970 and mutated his name at BL & LRO at Barasat under LR Khatian No 223, LR Dag No 234 and also mutated his name at the Madhyamgram Municipality vide Holding No 7, old Jessore Rd, ward no 26.

AND WHEREAS the Sri Rabindra Nath Mitra had sold the land measuring 5 Cottah 6 Chhataks 41 Sq.ft. or 9 Decimals more or less out of 19.25 decimals or 11 Cottah 11 Chhataks more or less to the present owner namely SRI HRISHIKESH JANA and SMT SNIGDHA JANA by a deed of sale registered at ARA-II, Kolkata recorded in Book No – 1 Volume No. 26, Pages from 4586 – 4598 Deed No 12864 in the year 2009

6.2 **WHEREAS** Sri Rabindra Nath Mitra purchased a plot of land measuring 22.5 decimals or 13 Cottah 10 Chhataks more or less under Mouza-Ganganagar, JL No 49, RE Su No-1, Touzi no 1562, RS Khatian No. 130, RS Dag No 235 under P.S.-Airport, ADSR – Bidhannagar, under Madhyamgram Municipality, Ward No. 26 from Gostho Bihari Ghosh S/O Lt. Kshetra Mohon Ghosh by a deed of Sale which was registered at District Sub Registrar at Barasat recorded in Book No 1, Volume No 47, Pages from 185-188 being Deed No 3864 for the year

1974 and mutated his name at BL & LRO at Barasat under LR Khatian No 223, LR Dag No 235 and also mutated his name at the Madhyamgram Municipality vide Holding No 7, old Jessore Rd, ward no 26.

AND WHEREAS the Sri Rabindra Nath Mitra had sold the land measuring 7 Cottah 00 Chhataks 29 Sq.ft or 11.64 Decimals more or less out of 22.5decimals or 13Cottah 10Chhataks more or less to the present owner namely SRI HRISHIKESH JANA and SMT SNIGDHA JANA by a deed of sale registered at ARA-II, Kolkata recorded in Book No - 1 Volume No. 1, Pages from 1-27 Deed No 1515 in the year 2007.

AND WHEREAS the Sri Rabindra Nath Mitra had further sold the land measuring 6 Cottah 05 Chhataks 20 Sq.ft or 10.5 Decimals more or less out of 22.5 decimals or 13Cottah 10Chhataks more or less to the present owner namely SRI HRISHIKESH JANA and SMT SNIGDHA JANA by a deed of sale registered at ARA-II, Kolkata recorded in Book No - 1 Volume No. 26, Pages from 4572-4585 Deed No 12863 in the year 2009.

AND WHEREAS SRI HRISHIKESH JANA and SMT SNIGDHA JANA became the owner of total land measuring 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals be the same a little more or less, under Mouza- Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, RS Khatian 155& 130RS Dag No 234 & 235, P.S.- Airport, A.D.S.R. Bidhannagar under Madhyamgram Municipality, Ward No. 26, Holding No. 7 & 7/1 Old Jessore Road. After purchase the above mentioned land, the present land owner mutated their name at BL & LRO at Barasat in respect of 11.65 decimals of land under LR

Khatian No 511 & 512, LR Dag No 235 and also mutated their name at the Madhyamgram Municipality vide Holding No 7/1, Old Jessore Rd, ward no 26. The balance land i.e. 19.5 decimals are also recorded still now in the name of Rabindra Nath Mitra under LR Khatian No. 223, LR Dag No. 234 & 235 under Madhyamgram Municipality, vide Holding No. 7, Old Jessore Rd., Ward No. 26.

6.3 **AND WHEREAS** thus the Land Owners namely SRI HRISHIKESH JANA son of Sri Ananta Kumar Jana and SMT SNIGDHA JANA wife of Sri Hrishikesh Jana are absolutely seized and possessed or otherwise well and sufficiently entitled to the said property and the same is free from all encumbrances ALL THAT piece and parcel of land measuring about 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals more or less (hereinafter called and referred to as the "SAID PROPERTY") with all easements and appurtenances and enjoying the same with good right, full and absolute power of Ownership by paying usual taxes and rents thereof having every right to transfer the same to anybody in any way free from all encumbrances charges, liens, litigations or action whatsoever, which is more fully described in the First Schedule hereinafter written.

7. **Desire of Development of the land & Acceptance** :The said SRI HRISHIKESH JANA son of Sri Ananta Kumar Jana and SMT SNIGDHA JANA wife of Sri Hrishikesh Jana, Land Owner herein express his desire to develop the aforesaid land measuring 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals more or less, by constructing (B+G+4) storied building thereon

in accordance with the building sanction plan to be sanctioned by the concerned Madhyamgram Municipality, and the present Developer has accepted the said proposal and the present Land Owners has decided to enter into the present Joint Venture/ Development & Construction Agreement with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written,

8. **Development Power of Attorney:** For the smooth running of the said project, the Land Owners herein agreed to execute a registered Development Power of Attorney, by which the Land Owners herein will appoint and nominate TILOTTAMA CONSTRUCTION, a proprietorship firm, having its office at Nababharati, P. O. - Nabapally, P. S. - Barasat, District - North 24 Parganas, Kolkata - 700126, represented by its sole proprietor SRI DHIMAN DEBNATH (PAN - AGGPD8448P), son of Late Narayan Chandra Debnath, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at Nababharati, P. O. - Nabapally, P. S. - Barasat, District - North 24 Parganas, Kolkata - 700126, as their Constituted Attorney, to act on behalf of the Land Owners and also for entering into an agreement for sale in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the owners and also for to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all other acts and deeds

in that behalf developer may deem necessary, expedient and proper regarding the developer's allocation except Owners Allocation.

9. DEFINITION:

9.1 Building : Shall mean (B+G+4) storied building so to be constructed on the project property.

9.2 Name of the Building : shall mean the new (B+G+4) storied building mentioned in above shall be named and called under the name and style of TILOTTAMA NATURAL CITY as preferred exclusively by the Second Part/Developer so agreed and consented by the First Part/Land Owners. The Developer will use, quote, mention & apply the said name TILOTTAMA NATURAL CITY in everywhere; wherever it need to use, quote, mention & apply for the proposed project work & any work related to it.

9.3 Common Facilities & Amenities: Shall mean entrance of the building, pump room, overhead water tank, water pump and motor, stair, lift, lobby areas and incase of top roof other facilities, which may be required for enjoyment, maintenance or management of the said building by all occupiers of the building.

9.4 Saleable Space : Shall mean the space within the building, which is to be available as an unit / flat for independent use and occupation in respect of Developer's Allocation as mentioned in this Agreement.

9.5 Land Owners' Consideration : Shall mean the consideration against the project by the Land Owners, which is as follows :-

The land owners will be entitled to get interest free security deposit amount of **Rs. 20,00,000/- (Rupees twenty Lakhs)** only in the following manner:

- a. The developer shall pay a sum of Rs. 10,00,000/- to the Land Owners at the time of registration of this development agreement.
- b. That developer shall pay the balance sum of Rs. 10,00,000/- only at the time of starting the construction of proposed building within 09 (nine) months from the date of Development Agreement.

It is to be mentioned that the Land Owners shall liable to repay/refund the aforesaid refundable amount to the developer without any bank interest at the time of hand over the owner's allocated flats, commercial areas and garages which is mentioned written here under along with possession letter.

- 9.6 **Land Owner's Allocation** : Shall mean the developer shall liable to hand over the 40% of physical constructed area only in respect of the aforesaid land measuring 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals of proposed (B+G+4) storied building Which are as follows:-

Tower No-1(Area 40%)

1. South west (Corner front) side on the Basement, ground floor & First floor .
2. West (front) side on the third floor.
3. East (back) side on the second floor & fourth floor.

Tower No-2 (Area 40%)

1. West (front) Side on the ground floor, Second floor and fourth floor
2. East (back) side on the first floor and third floor
3. There is no basement.

- 9.7 **Developer's Allocation**: Shall mean all the remaining area (Remaining 60%) of the proposed building excluding Land Owner's Allocation

including the proportionate share of common facilities, common parts and common amenities of the building, which is more fully described in Third Schedule written herein below.

A final supplemental agreement between both the parties will be executed for distribution of flats, Commercial areas, garages and other areas which will be distributed under 40% (Owner's allocation) or 60% (Developer's allocation) share of construction within three months from the date of sanction building plan.

- 9.8 Conversion & Mutation Charges:** Shall mean the Land Owners will pay the entire charges / expenses for mutation and conversion before the Municipality and S D & LRO/BL & LRO and also associate with the developer in every respect. The land owners will be bound to hand over all original Documents after obtaining sanctioned building plan of the proposed project and the said documents shall receive by the Developer with acknowledge letterhead and the said documents shall remain handover by the Developer towards the building association in the presence of land owner .
- 9.9 Architect / Engineer :** Shall mean such person or persons being appointed by the Developer.
- 9.10 Transfer :** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Land Owners as a transfer of space in the said building to intending purchasers thereof.
- 9.11 Building Plan :** Shall mean such plan or revised sanctioned plan for the construction of the building, which will be sanctioned by the

Madhyamgram Madhyamgram Municipality for construction of the building including its modification and amenities and alterations.

- 9.12 **Carpet Area (for any individual Unit):** Here carpet area means the net usable floor area of an Apartment, excluding the area covered by the external walls, area under services shafts, exclusive Balcony or Verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 9.13 **Built Up Area (For any Individual Unit):** Here Built up area means the area covered with outer walls and constructed for the unit including fifty percent area covered by the common partition walls between two units and cent percent area covered by the individual walls for the said unit.
- 9.14 **Covered Area (For any Individual Unit) :** Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.
- 9.15 **Super Built Up Area (For any Individual Unit) :** Here super built up area means the total covered area plus service area.

10. LANDOWNER'S RIGHT & REPRESENTATION.

- 10.1 **Indemnification regarding Possession & Delivery:** The Land Owners are now seized and possessed of and / or otherwise well and sufficiently entitled to the project property in as it is good condition and deliver physical as well as identical possession to the Developer to develop the project property within 03 months from the date of execution of Development Agreement.

10.2 **Free From Encumbrance:** The Land Owners also indemnify that the project property is free from all encumbrances and the Land Owners have marketable title in respect of the said premises.

11. DEVELOPER, PROMOTER'S RIGHTS

11.1 **Authority of Developer:** The Developer will have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation (Developer's Allocation) or acquired right under these agreement.

11.2 **Right of Construction :** The Land Owners hereby grant permission an exclusive right to the Developer to build new building upon the project property.

11.3 **Right of Dismantling the existing Structure:** The Land Owners here by grant permission an exclusive right to demolish the existing old structure before sanction the building plan to build new building upon the project property, and after dismantling the old structure all materials will belong to the Land owner.

11.4 **Construction Cost :** The Developer shall carry out total construction work of the new building at **his** own costs and expenses, No liability on account of construction cost will be charged from Land Owner's Allocation.

11.5 **Sale Proceeds of Developer Allocation :** The Developer will take the sale proceeds of Developer's Allocation exclusively and shall execute registered Deed of Conveyance or any kind transfer of his allocation

- 11.6 **Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation as per terms of Development Agreement the said possession/area will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Land Owners as a Power of Attorney Holder, All the sales consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in their own names but without creating any liability on the Land Owners.
- 11.7 **Selling Rate :** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owners.
- 11.8 **Profit & Loss :** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Land Owners' Allocation on account of loss or vice versa on account of profit from Developer's Allocation.
- 11.9 **Possession to the Land Owners:** On completion of the project the Developer will handover undisputed, vacant, khas physical possession of the Land Owner's Allocation Together With all rights of the common Facilities and amenities to the Land Owners with Possession Letter and will provide the completion certificate to the land owners from the municipality within 12 months from the date of hand over the land owners allocation.
- 11.10 **Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the

representatives and Power of Attorney holder of the Land Owner in respect of developer's allocation.

11.11 **Deed of Conveyance:** The Deed of Conveyance will be signed by the Developer on behalf of and as representatives and registered Power of Attorney Holder of the Land Owners in respect of developer's allocation except land owner's allocation.

12. CONSIDERATION

12.1 **Permission against Consideration:** The Land Owners grant permission for exclusive right to construct the proposed building in consideration of Land Owner's Allocation to the Developer.

13. DEALING OF SPACE IN THE BUILDING:

13.1 **Exclusive Power of Dealing of Land Owners:** The Land Owners will be entitled to transfer or otherwise deal with Land Owner's Allocation in the building and the Developer will not in any way interfere with or disturb the quiet and peaceful possession of the Land Owner's Allocation. In case of registration of partition Deed (if necessary due to separate of land owners allocation from the adjacent land owners) 50% cost and expenses of the same shall be born by land owners of this development agreement. The said Deed of Partition shall arrange by the Developer within 3 (three) months from date of handing over owners allocation

13.2 **Exclusive Power of Dealing of Developer :** The Developer will be exclusively entitled to the Developer's Allocation in the building with exclusive right to transfer any right, claim, interest therein irrespective of the Land Owners and the Land Owners will not in any way interfere

with or disturb the quiet and peaceful possession of the Developer's Allocation.

14. POWER AND PROCEDURE:

For entering into an agreement for sale of the developer's allocations, the Land Owners undertake to execute Registered Development Power of Attorney in respect of the Developer's allocation after Execution of this Development Agreement in the name and on behalf of the Land Owners and to appear before any Registrar of Assurances, District Registrar, Sub-Registrar, Additional Sub-Registrar or other offices or authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on behalf of Land Owners and to do all other acts and deeds in that behalf developer may deem necessary, expedient and proper in respect of developer's allocation of the proposed building.

15. NEW BUILDING:

15.1 Completion of Project: The Developer shall at his own costs construct, and complete the proposed building with standard quality material as may be specified by the Engineer from time to time.

15.2 Installation of Common Amenities : The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, storage tank, overhead reservoir, electrification, permanent electric connection from the CESC Ltd./ W.B.S.E.D.C.L and until permanent electric connection will be obtained, temporary electric connection shall be provided in a residential building having self-contained apartments

and constructed for sale of flats therein on Ownership basis and as mutually agreed upon,

- 15.3 **Architect Fees etc.** :All costs, charges and expenses including Architect's fees, Engineer's fees, plan / revised plan charges, supervision charges etc, shall be discharged and paid by the Developer and the Land Owners shall bear no responsibility in this context,
- 15.4 **Taxes & Other Taxes of the Property** : The Land Owners shall pay and clear up all the arrears on account of taxes and outgoing of the said property up to the date of this agreement. And after that from the date of execution of these presents till the date of completion of the construction cost & expenses shall be born by the Developer.
From the date of completion and allocation of the floor area between the Land Owners and the Developer the taxes and other taxes payable for the said property shall be borne in proportionate of area of Developer and area of Land Owners, by the Developer and / or their nominee/nominees and the Land Owners and / or their nominee / nominees respectively after the next date of Occupancy.
- 15.5 **Upkeep Repair &. Maintenance**: Upkeep repair and maintenance of the said building and other erection and / or structure and common areas including electricity, water supply sanitation and other fittings and fixtures, storage and rendering common services to the buyer and occupiers of the said premises or any part or portions thereof, will be done by all occupiers of the Building.
- 15.6 **Materials to be used**: the Developer shall use all the standard quality materials for construction of the building.

16. **PROCEDURE OF DELIVERY OF POSSESSION TO LAND OWNER:**
- a. **Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice **before one month** to the Land Owners requiring the Land Owners to take possession of the Land Owner's Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to that effect.
 - b. **Payment of Taxes :** Within 30 days from the receive possession of Land Owner's Allocation and at all times there after the Land Owners shall be exclusively responsible for payment of all property taxes duties and other public outgoing and imposition whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the Land Owner's Allocation only,
 - c. **Share of Common Expenses & Amenities :** As and from the date of delivery of possession to be received, the Land Owners shall also be responsible to pay and bear and shall pay to the Developer / Flat Owners' Association, the service charges for the common facilities in the new building payable in respect of the Land Owner's Allocation such charges is to include proportionate share of premium for the insurances of the building, water, fire and damaging charges and taxes, light, sanction and maintenance, occasioned repair and renewal charges for bill collection and management of the common facilities, renovation, replacement, repair and maintenance charges and expenses for the building and of all common wiring, pipes, electrical and mechanical installations, appliances, stairways, lift and other

common facilities whatsoever as may be mutually agreed from time to time.

17. COMMON RESTRICTION:

17.1 Restriction of Land Owners and Developer in common : The Land Owners' Allocation in the building shall be subject at to the same restriction and use as are applicable to the Developer's Allocation in the building intended for common benefits of all occupiers of the building, which shall include as follows :-

- i. Neither party shall use or permit to be used the respective allocation in the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof for any purpose, which may cause any nuisance or hazard to the other occupiers of the building.
- ii. Neither party shall demolish any wall or other structures in their respective allocation or any portion hereof or make any structural alteration therein without the previous consent of the other parties in this behalf.
- iii. Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless (s) such party shall have observed and performed all the terms and conditions on their respective part to be observed and / or performed.
- iv. Both parties shall abide by all laws, byelaws, rules and regulation of the Government statutory bodies and / or local bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said laws, byelaws and regulations.

- v. The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from and against the consequence of any breach.
- vi. No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place of common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- vii. Neither party shall throw or accumulate any dirt, rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portions of the building.
- viii. The Land Owners shall permit the Developer and their servants and agents with or without workman and other at all reasonable times to enter into and upon the Land Owner's Allocation and every part thereof for the purpose of maintenance or repairing any part of the building and / or for the purpose of repairing, maintaining, cleaning, lighting and keeping in order the purpose of pulling down maintaining, repairing and testing drainage and pipes electric wires and for any similar purpose prior one month notice.

18. **LANDOWNER'S OBLIGATION:**

18.1 No Interference:

The Land Owners hereby agrees and covenant with the Developer not to cause any interference or hindrance in the construction of the building by the Developer, but the Land Owners shall every right to inspect the building materials and also raise objection and take step for the same.

19. DEVELOPER'S OBLIGATIONS:

- 19.1 Time Schedule of Handing Over Land Owner's Allocation :** The Developer hereby agree and covenant with the Land Owners to handover Land Owner's Allocation (more fully described in the Second Schedule hereunder written) **within 36 (Thirty Six) months** from the date of sanction of plan from the Municipality failing which another **06 (Six) months** will be given as grace period.
- 19.2 Penalty:** If the Land Owner's Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation and if the Developer shall unable to handover owners allocation after lapsing of 42 months on that ground the Developer shall pay sum of Rs. 25,000/- (twenty five thousand) only per month to the owners as a demurrage charges till one year and after lapsing of one year the land owners shall have right to take legal steps against the developer.
- 19.3 No Violation :** The Developer hereby agree and covenant with the Land Owners not to violate or contravenes any of the provisions of rules applicable to construction of the said building, not to do any act, deed or thing, whereby the Land Owners are prevented from enjoying, selling, assigning and / or disposing of any Land Owner's Allocation in the building at the said premises vice versa.

20. LANDOWNER'S INDEMNITY

Indemnity : The Land Owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer perform and fulfill the terms and conditions herein contained and / or its part to be observed and performed,

21. DEVELOPER'S INDEMNITY:

The Developer hereby undertake to keep the Land Owners indemnified against third party claiming and actions arising out of any sort of act of occupation commission of the Developer in relation to the construction of the said building against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises and / or for any defect therein.

22. MISCELLANEOUS:

- a. **Contract Not Partnership:** The Land Owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Land Owners and the Developer in any manner nor shall the parties hereto be constituted as association of persons.
- b. **Not specified Premises:** It is understood that from time to time facilitate the construction of the building by the Developer various deeds, matters and things that is not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owners and various applications and other documents may be required to be signed or made by the Land Owners related to which specific provisions may not have been mentioned herein and entire cost

and expenses shall be born by the developer. The Land Owners hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owners shall execute any such additional power of attorney and / or authorization as may be required to the Developer for any such purposes and the Land Owners also undertakes to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Land Owners and / or against the spirit of these presents and entire cost and expenses shall be born by the developer.

- c. **Not Responsible:** The Land Owners shall not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Land Owners indemnified against all actions, suits, proceedings, costs,, charges and expenses in respect thereof.
- d. **Process of Issuing Notice:** Any notice required to be given by the Developer to the Land Owners 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 acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Land Owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.
- e. **Formation of Association:** After the completion of the said building and receiving peaceful possession of the allocation, the Land Owners hereby agree to abide by all the rules and regulations to be framed

by any society / association who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.

- f. **Right to borrow fund :** The Developer shall be entitled to borrow money at their risk and responsibility from any bank or banks or any financial institution by mortgage the proposed project of his Developer's allocation But in this case the land owners have no any liability in respect loan.
- g. **Documentation:** The Land Owner will deliver all the original copies of the original title deed, parcha , Tax receipt, Mutation etc. relating to the said premises on the day of obtaining sanction building plan. In the meantime if original documents are necessary in purpose in any place the land owner will be bound to produce the original documents without any delay and any question.
- h. **Roof /Terrace:** The entire roof/terrace of the building shall belong to the Land Owners and occupiers subject to if by virtue of any change, the Madhyamgram Municipality allows any further construction to be made on the said terrace, such construction shall be made by the Developer at **his** own costs and expenses and the area so to be constructed shall be shared by the Developer and the Land Owners hereto as per the ratio (60:40) by executing further supplementary Development Agreement and Development Power of Attorney and otherwise the ultimate roof shall belong to land owners and occupiers.

23. FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating

obligations are prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike and / or any other act of commission beyond the reasonable control of the parties hereto.

24. DISPUTES:

Any dispute or differences relating to and or arising out of and or touching in this agreement and or breach of any terms and conditions by any parties are every right to take shelter of law against each and other according to the The Specific Relief Act, 1963.

25. LEGAL SERVICE :

Both the parties shall have liberty to avail the opportunity under the specific performance of contract of this agreement for the non-compliance of the covenant herein before mentioned and to file any suit before competent Court of law.

26. JURISDICTION: In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT piece and parcel of Land measuring an area of 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals be the same a little more or less, under Mouza- Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, P.S.- Airport, A.D.S.R.

Bidhannagar under Madhyamgram Municipality, Ward No. 26 ,
Holding No. 7 & 7/1 Old Jessore Road:

(a) where an area of 9 decimals out of 31.14 decimals of land under RS Khatian No. 155, LR Khatian No 223, RS & LR Dag No 234(recorded in the name of Rabindra Nath Mitra),

(b) where an area of 22.14 decimals out of 31.14 decimals of land under R.S. Khatian No. 130, L.R. Khatian No. 223 (area of land 10.5 dec), L.R. Khatian No. 511 (area of land 5.82 dec) & L.R. Khatian No. 512 (area of land 5.82 dec), RS & LR Dag 235 (recorded in the name of Rabindra Nath Mitra & Present owner Sri Hrishikesh Jana and Smt. Snigdha Jana.)

where the newly proposed (B+G + 4) building in the name and style of **TILOTTAMA NATURAL CITY** is to be constructed in accordance with the building plan sanctioned from the Madhyamgram Municipality, which is butted and bounded as follows:-

On the North : L/O RabindraNathMitra.

On the South : L/O SatyaCharanBiswas.

On the East : L/O Organon Co. Ltd.

On the West : Old Jessore Road(Ganganagar Road)

THE SECOND SCHEDULE ABOVE REFERRED TO

LAND OWNER'S ALLOCATION: The Land Owners hereto in consideration of allowing the Developer to develop the said premises as stated in the First Schedule herein above by raising the construction of the building over and above the same will be entitled to have the allocation in the manner as follows :

It is agreed by and between the parties to this agreement that the land owner's allocation: Shall mean the developer shall liable to hand over the 40% of physical constructed area only in respect of the aforesaid land measuring 18 (Eighteen) Cottah 13 (Thirteen) Chhataks 00 (Zero) sq. ft., or 31.14 decimals of proposed (B+G+4) storied building Which are as follows:-

Tower No-1 (Area 40%)

1. South west (Corner front) side on the basement, ground floor & First floor.
2. West (front) side on the third floor
3. East (back) side on the second floor & fourth floor

Tower No-2 (Area 40%)

1. West (front) Side on the ground floor, Second floor and fourth floor
2. East (back) side on the first floor and third floor
3. There is no basement.

- It is also settled that except the Land Owners' Allocation as described above, the Land Owners will not get any area from the construction of the building, so to be constructed by the present Developer on the land in question; The other areas will be the exclusive consideration of the developer.
- The flats/ Commercial Space/Garages will be in habitable condition with proportionate share of the land, common facilities, common parts and common amenities of the building and the said property together with the undivided, proportionate and impartible share of land with all amenities and facilities.

THE THIRD SCHEDULE ABOVE REFERRED TO

[Developer's Allocation]

DEVELOPER'S ALLOCATION:- Shall mean all the remaining share (Remaining 60%) of the building (excluding Land Owners' Allocation as described above) along with the common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after deduction the Land Owner's Allocation as aforesaid and together with the absolute right of the part of the developer to enter into agreement for sale with intending purchaser/ purchasers, teamsters, by and mode of Transfer of Property Act and / or lease, let out, or in any manner may with the same as the absolute Owner thereof.

THE FOURTH SCHEDULE ABOVE REFERRED TO

[Common Area & facilities]

The Owner of the land along with the other co-Owner, occupiers, society or syndicate or association shall allow each other the following easement and quasi easements rights privileges etc.

- a) Land under the said building described in the First Schedule.
- b) All sides spaces, back spaces, paths, common passages, main entrance, lift, lift room, landing stair case up to ultimate roof of the building, Water line, septic tank, drain ways, Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- c) General lighting of the common portions and space for installations of electric meter and transformer in general and separate.

THE FOURTH SCHEDULE ABOVE REFERRED TO
[Specification for Construction]

1. STRUCTURE	: Building Designed with R.C.C Frame structure rests on individual column foundation as per structural design approved by the competent Authority.
2. EXTERNAL WALL	: 5''/8'' thick brick wall and plastered with Cement Mortar.
3. INTERNAL WALL	: 5'' thick brick wall and Plastered with Cement Mortar to be finished with plaster of Paris with one coat primer.
4. DOORS	: All door frames of the door in the flat shall be made of good quality sal wood. All the doors are made as flash doors. Main door will be made by Gamari Wood.
5. WINDOW	: Aluminum Shutter sliding with grill.
6. KITCHEN	: Cooking platform and sink will be black stone and 3'-0'' height Glazed Tiles above the platform to protect the oil spot. One C.P. bib cock point will be provided on Steel Sink. Apart from above, extra payment to be paid for extra works by Land owner as well as purchaser for their respective flat..
7. SANITARY FITTING	: One European type commode make with standard low down cistern plumbing fittings and one C.P Bib-Cock and one shower point in bath with 6' height Glazed tiles from floor level for each toilets. These

	toilets are of standard materials. One Basin (dining). All the external and Internal sanitary plumbing lines are made of high density standard polymer pipes. All the sanitary lines to be connected with Septic tank and waste water lines with the drain source. If there is any need of geyser, extra payment to be borne by Land owner as well as purchasers for their respective flat.
8. W.C.	: One English white commode with lowdown PVC cistern, Two C.P Bib-Cocks and 5' height Glazed tiles to be provided. Apart from above, extra payment to be paid for extra works by Land owner as well as purchaser for their respective flat.
9. WATER	: 24 hours water facility through O.H Tank from the source of Deep tube well (through submersible pump) which installed inside the Apartment compound and or from Municipality supply water which will be reserved in the reservoir tank.
10. FLOORING	All the Floor are finished with floor tiles (vitrified 2'x2') with 4" skirting.
11. GRILL	: Standard quality of Grill shall be fixed at Balcony/ Verandah up to 3'-0" height only.
12. ELECTRIFICATION	: BED ROOM 2 (Two) Light points. 1 (One) Fan point. 1 (One) plug point (5AMP)

	<p><u>DINING AND DRAWING ROOM:</u> 2 (Two) Light points. 1 (one) Fan point. 1 (one) plug point (5AMP) 1 (one) power plug point (15 AMP)</p> <p><u>VERANDAH / BALCONY:</u> 1 (one) light point. 1 (one) plug point (5AMP)</p> <p><u>KITCHEN:</u> 1 (one) light point. 1 (one) Exhaust Fan point. 1 (one) power plug point (15 AMP)</p> <p><u>TOILET:</u> 1 (one) light point. 1 (one) Exhaust Fan point.</p> <p><u>CALLING BELL:</u> 1 (one) calling bell point at the main entrance. If there is any extra point or works that will be borne by Land owner as well as purchaser for their respective flat.</p>
<p>13. PAINTING</p>	<p>: a) Inside wall of the flat will be Putty finish and external wall with weather-coat. b) All door frames and shutter painted with two coats primer.</p>
<p>14. LIFT</p>	<p>YES.</p>

**ADDITIONAL SPECIFICATIONS AT EXTRA COST
WITH PRIOR INTIMATION.**

- a) The extra work may be done subject to architect's prior approval and money will be deposited in advanced.
- b) That Developer will at their own cost will arrange Main Electric Meter, Transformer, and all the occupiers of the said building will bear the cost proportionately including the Land Owners.
- c) The decision of developer will be final.

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

WITNESSES:-

1. *Indrajit W.A.*
Barasat, Barasat

2. *Delepkumar Saha*
Barasat
24/11/01

Drafted By:

Partha Pratim Mandal

Partha Pratim Mandal
(ADV)

Barasat Judges' Court
En.No. WB/108/2001

Hrishikesh Jena

Smita Jena

SIGNATURE OF THE LAND
OWNERS

TILOTTAMA CONSTRUCTION
Smita Jena
Proprietor

SIGNATURE OF THE
DEVELOPER

MEMO OF CONSIDERATION

Received Rs. 10,00,000/- (Rupees Ten Lakhs) only by the Land Owners herein, as refundable amount out of the total refundable amount of Rs. 20,00,000/- (Rupees twenty Lakhs) only from the Developer herein as per schedule below:-

<u>Cheque/ D. D.</u> <u>No.</u>	<u>Name of Bank/ Branch</u>	<u>Date</u>	<u>Amount</u>
416024	SBI Colony More	16/03/2020	Rs. 10,00,000/-
			Rs. 10,00,000/-

Total Rupees Ten Lakhs only

WITNESSES:-

2. Dilip Kumar Sabq

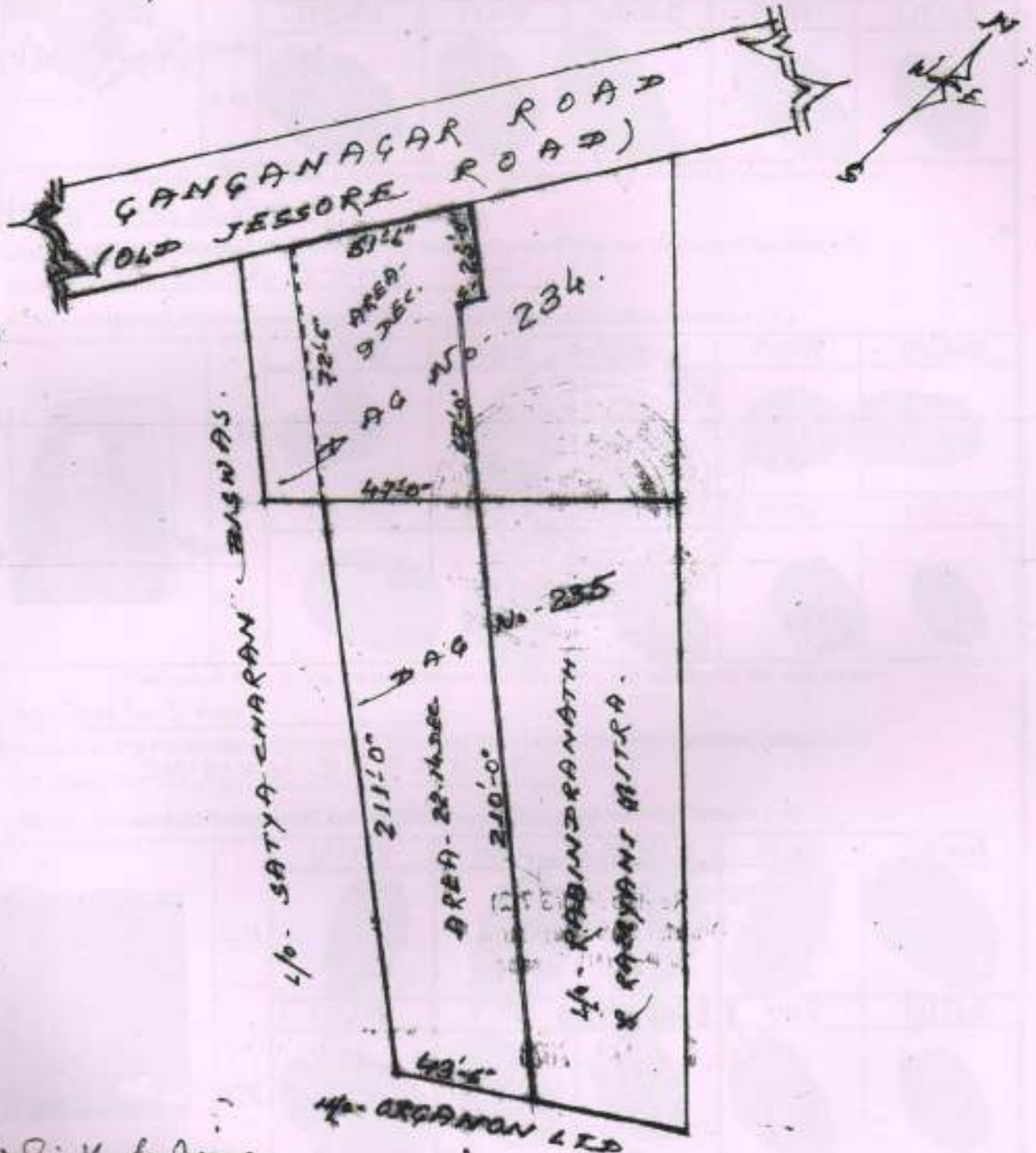
3. Md. Zahid Ull.

Harishri Kesh Janna

Srigdha Janna

SIGNATURE OF THE LAND
OWNERS

AN OF LAND AT MOUPA-GANGANAGAR, J.L. No. 49,
 OF TOURS No. 1562, L.R. KHATTAN No- 223, L.R. DAG
 234, L.R. KHATTAN No. 223, 512, 512, L.R. DAG No. 235,
 S-AIRPORT, DIST-NORTH 24 Pgs, UNDER-MADHYAMPARAM
 MUNICIPALITY, WARD No. 26, HOLDING N.- 7, 7A, Kot-700132.



Hindali Kesh Janga
 Sri g d k Janga

TILOTTAMA CONSTRUCTION
 Director

MD. MOMIN ALI
 Surveyor
 Regn. No. 015 / 03
 16-3-2022

UNDER RULE 44A OF THE I.R. ACT 1908

(1) Name HRISHI KESH JANA

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

 Hrishi Kesh Jana	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
		THUMB	FORE	MIDDLE	RING	LITTLE
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
		THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Hrishi Kesh Jana

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(2) Name SNIGDHA JANA

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

 Snigdha Jana	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
		THUMB	FORE	MIDDLE	RING	LITTLE
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
		THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Snigdha Jana

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

(3) Name DHIMAN DEBNATH

Status - Presentant/Executant/Claimant/Attorney/Principal/Guardian/Testator (✓)

 Dhiman Debnath	L.H.	LITTLE	RING	MIDDLE	FORE	THUMB
		THUMB	FORE	MIDDLE	RING	LITTLE
	R.H.	THUMB	FORE	MIDDLE	RING	LITTLE
		THUMB	FORE	MIDDLE	RING	LITTLE

All the above fingerprints are of the abovenamed person and attested by the said person

Dhiman Debnath

Signature of the Presentant / Executant / Claimant / Attorney / Principal / Guardian / Testator. (✓)

N.B. : L.H = Left hand finger prints & R.H. = Right hand finger prints.

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

IN: 192019200215524401
GRN Date: 16/03/2020 12:47:29
BRN: 21202945

Payment Mode Online Payment
Bank: UCO Bank
BRN Date: 16/03/2020 12:47:45

DEPOSITOR'S DETAILS

Id No. : 15020000495075/3/2020
[Query No./Query Year]

Name : DHIMAN DEBNATH
Contact No. : Mobile No. : +91 9231670575
E-mail :
Address : NABABHARATI NABAPALLY BARASAT-126 AGGPD8448P
Applicant Name : Mr Partha Pratim Mondal
Office Name :
Office Address :
Status of Depositor : Buyer/Claimants
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement
Payment No 3

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	15020000495075/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	15020000495075/3/2020	Property Registration- Registration Fees	0030-03-104-001-18	10053
Total				45074

In Words : Rupees Forty Five Thousand Seventy Four only

Major Information of the Deed

Deed No :	I-1502-00814/2020	Date of Registration	16/03/2020
Query No / Year	1502-0000495075/2020	Office where deed is registered	
Query Date	16/03/2020 12:12:44 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Partha Pratim Mondal Barasat, Thana : Barasat, District : North 24-Parganas, WEST BENGAL, Mobile No. : 9231670575, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 10,00,000/-	Rs. 2,07,60,011/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 10,053/- (Article:E, E, B, M(b), H)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: North 24-Parganas, P S:- Airport, Municipality: NORTH DUM DUM, Road: Ganganagar, Mouza: Ganganagar, JI No. 49, Pin Code : 700132


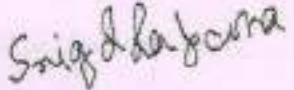
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-234 (RS -)	LR-223	Bastu	Shall	9 Dec	3,00,000/-	60,00,003/-	Property is on Road Adjacent to Metal Road,
L2	LR-235 (RS -)	LR-223	Bastu	Shall	10.5 Dec	3,00,000/-	70,00,004/-	Property is on Road Adjacent to Metal Road,
L3	LR-235 (RS -)	LR-511	Bastu	Shall	5.82 Dec	2,00,000/-	38,80,002/-	Property is on Road Adjacent to Metal Road,
L4	LR-235 (RS -)	LR-512	Bastu	Shall	5.82 Dec	2,00,000/-	38,80,002/-	Property is on Road Adjacent to Metal Road,
TOTAL :					31.14Dec	10,00,000 /-	207,60,011 /-	
Grand Total :					31.14Dec	10,00,000 /-	207,60,011 /-	

Lord Details :

Name,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Shri Hrishikesh Jana (Presentant) Son of Shri Ananta Kumar Jana Executed by: Self, Date of Execution: 16/03/2020 , Admitted by: Self, Date of Admission: 16/03/2020 ,Place : Office			
16/03/2020	LTI	16/03/2020	16/03/2020

12/C Thakurdas Chakraborty Lane, P.O:- Beadon Street, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:- ADFPJ4082P, Aadhaar No: 20xxxxxxxx8299, Status :Individual, Executed by: Self, Date of Execution: 16/03/2020
 , Admitted by: Self, Date of Admission: 16/03/2020 ,Place : Office

Name	Photo	Finger Print	Signature
Smt Snigdha Jana wife of Shri Hrishikesh Jana Executed by: Self, Date of Execution: 16/03/2020 , Admitted by: Self, Date of Admission: 16/03/2020 ,Place : Office			
16/03/2020	LTI	16/03/2020	16/03/2020

12/C Thakurdas Chakraborty Lane, P.O:- Beadon Street, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AEVPJ2704B, Aadhaar No: 34xxxxxxxx0389, Status :Individual, Executed by: Self, Date of Execution: 16/03/2020
 , Admitted by: Self, Date of Admission: 16/03/2020 ,Place : Office

Developer Details :

Sl No	Name/Address,Photo,Finger print and Signature
1	TILOTTAMA CONSTRUCTION Nababharati, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126 , PAN No.:: AGGPD8448P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Name,Address,Photo,Finger print and Signature			
Sl.No	Name	Photo	Signature
1	Shri Dhiman Debnath Son of Late Narayan Chandra Debnath Date of Execution - 16/03/2020, , Admitted by: Self, Date of Admission: 16/03/2020, Place of Admission of Execution: Office	 Mar 16 2020 2:09PM	 LTI 16/03/2020
Signature:  16/03/2020			
Nababharati, P.O:- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AGGPD8448P, Aadhaar No: 64xxxxxxx5842 Status : Representative, Representative of : TILOTTAMA CONSTRUCTION (as Proprietor)			

Identifier Details :

Sl.No	Name	Photo	Finger Print	Signature
	Md Jahir Uddin Son of Md Amzed All Bara, P.O:- Chhotojagulia, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 743294			
		16/03/2020	16/03/2020	16/03/2020
Identifier Of Shri Hrishikesh Jana, Smt Snigdha Jana, Shri Dhiman Debnath				

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Hrishikesh Jana	TILOTTAMA CONSTRUCTION-4.5 Dec
2	Smt Snigdha Jana	TILOTTAMA CONSTRUCTION-4.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri Hrishikesh Jana	TILOTTAMA CONSTRUCTION-5.25 Dec
2	Smt Snigdha Jana	TILOTTAMA CONSTRUCTION-5.25 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Shri Hrishikesh Jana	TILOTTAMA CONSTRUCTION-2.91 Dec
2	Smt Snigdha Jana	TILOTTAMA CONSTRUCTION-2.91 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Shri Hrishikesh Jana	TILOTTAMA CONSTRUCTION-2.91 Dec
2	Smt Snigdha Jana	TILOTTAMA CONSTRUCTION-2.91 Dec

Details as per Land Record

North 24-Parganas, P.S.- Airport, Municipality: NORTH DUM DUM, Road: Ganganagar, Mouza: Ganganagar, JI
49, Pin Code : 700132

Sl. No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 234, LR Khatian No:- 223	Owner: রবীন্দ্রনাথ মিত্র, Gurdian: রতীস চন্দ্র মিত্র, Address: নিজ , Classification: শাদি, Area: 0.26000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 235, LR Khatian No:- 223	Owner: রবীন্দ্রনাথ মিত্র, Gurdian: রতীস চন্দ্র মিত্র, Address: নিজ , Classification: শাদি, Area: 0.18360000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 235, LR Khatian No:- 511	Owner: হরিশ্বেশ জানা, Gurdian: অনন্য কুমা, Address: 12, সি.ঠাকুর দাস চত্বরটী লেন কালকাতা-6, Classification: শাদি, Area: 0.05820000 Acre,	Shri Hrishikesh Jana
L4	LR Plot No:- 235, LR Khatian No:- 512	Owner: স্নিগ্ধা জানা, Gurdian: হরিশ্বেশ , Address: 12, সি.ঠাকুর দাস চত্বরটী লেন কালকাতা-6, Classification: শাদি, Area: 0.05820000 Acre,	Smt Snigdha Jana

16-03-2020

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 1999

Presentation(Under Section 50 & Rule 20(3) & 45(1), W.B. Registration Rules, 1962)

Presented for registration at 10:20 hrs on 16-03-2020, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Shri Hrishikesh Jana, one of the Executants

Certification of Market Value (Under Section 50 & Rule 20(3) & 45(1), W.B. Registration Rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 207,00,000/-

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

Execution is admitted on 16/03/2020 by 1. Shri Hrishikesh Jana, Son of Shri Ananta Kumar Jana, 12/C Thakurdas Chakraborty Jana, P.O: Seadon Street, Thana: Girish Park, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Business, 2. Smt Snigdha Jana, Wife of Shri Hrishikesh Jana, 12/C Thakurdas Chakraborty Jana, P.O: Seadon Street, Thana: Girish Park, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession House wife

Identified by Md Jahir Uddin, , Son of Md Amzed Ali, Bara, P.O: Chhotojagulia, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 743294, by caste Muslim, by profession Business

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

Execution is admitted on 16-03-2020 by Shri Dhiman Debnath, Proprietor, TILOTTAMA CONSTRUCTION (Sole Proprietorship), Nababharati, P.O- Nabapally, P.S:- Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126

Identified by Md Jahir Uddin, , Son of Md Amzed Ali, Bara, P.O: Chhotojagulia, Thana: Barasat, , North 24-Parganas, WEST BENGAL, India, PIN - 743294, by caste Muslim, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- , E = Rs 21/- , H = Rs 28/- , M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,053/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2020 12:47PM with Govt. Ref. No: 192019200215524401 on 16-03-2020, Amount Rs: 10,053/-, Bank: UCO Bank (UCBA0000190), Ref. No. 21202945 on 16-03-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs. 10/-

2. Stamp: Type: Impressed, Serial no 2406, Amount: Rs.5,000/-, Date of Purchase: 16/03/2020, Vendor name: Samrat Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2020 12:47PM with Govt. Ref. No: 192019200215524401 on 16-03-2020, Amount Rs: 35,021/-, Bank: UCO Bank (UCBA0000190), Ref. No. 21202945 on 16-03-2020, Head of Account 0030-02-103-003-02



Amitava Dutta
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. - II NORTH 24-
PARGANAS
North 24-Parganas, West Bengal