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Condition of the Agreement is explained in
 page 2 of this agreement. The agreement is
 for the purpose of the...
 The agreement is...

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 District Sub Registrar
 North 24 Parganas, West Bengal

22 JAN 2020

DEVELOPMENT & CONSTRUCTION AGREEMENT

THIS AGREEMENT is made on this the 22nd day of
 January, Two Thousand Twenty (2020) A. D.

1. **Date** – 22nd day of January, 2020.
2. **Place** – D. S. R. – II, Barasat, North 24 Parganas.
3. **Parties**
- 3.1. **SRI RABINDRA NATH MITRA** (PAN – AEAPM5749J), son of Late Ratish Chandra Mitra, and **SMT RAMYANI MITRA** (PAN – AUQPM5226L), D/O Rabindra Nath Mitra, both are by faith – Hindu, by Nationality – Indian, by Occupation – Retired person & House wife, both are residing at 77 Vivekananda Road, 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 20 (twenty) Cottah 04 (Four) Chhataks 38 (Thirty eight) sq. ft., or 33.5 decimals be the same a little more or less, under at 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, Old Jessore Road:

(a) where an area of 18.5 decimals under RS Khatian No. 155, LR Khatian No 223, RS & LR Dag No 234 (recorded & Present Owner Rabindra Nath Mitra).

(b) where an area of 7.5 decimals out of 15 decimals of land under R.S. Khatian No. 130, L.R. Khatian No. 223, RS & LR Dag 235 (recorded in the name of Rabindra Nath Mitra & Present owner Ramyani Mitra).

(c) where an area of 7.5 decimals out of 15 decimals of land under R.S. Khatian No. 130, L.R. Khatian No. 168, R.S. & L.R. Dag No. 235 (recorded in the name of Faim Mulla & Present owner Ramyani Mitra).

5. Background, Representations, Warranties and Covenants:

5.1. Representations and Warranties Regarding Title: The Land Owners has 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 the jurisdiction of Mouja- Ganganagar, JL No 49, RE Su No-1, Touji no 1562, RS Khatian No. 155, RS Dag No 234 under P.S.-Airport, ADSR – Bidhannagar, under Madhyamgram Municipality, Ward No. 26, Holding No 7 of Old Jessore Road 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 WHEREAS Sri Rabindra Nath Mitra purchased another plot of land measuring 8.25 decimals or 5 Cottah 00 Chhataks more or less under the jurisdiction of Mouja- Ganganagar, JL No 49, RE Su No-1, Touji no 1562, RS Khatian No. 155, RS Dag No 234 under P.S.-Airport, ADSR – Bidhannagar, under Madhyamgram Municipality, Ward no. 26 Holding No 7 of Old Jessore Rd from Kanchan Mala Das W/O Lt. Sudhir Kumar Das by a deed of Sale which was registered at Sub Registrar Barasat recorded in Book No 1, Volume No 48, Pages from 219-222 being Deed No 4055 for the year 1974.

AND WHEREAS after purchasing the total land measuring 16 Cottah 11 Chhataks or 27.5 decimals more or less, the Land Owners had mutated the land only 26.65 decimals as per his share before the BL & LRO at Madhyamgram (Barasat-II) in LR Khatian NO 223 and LR Dag 234.

AND WHEREAS the land owner Sri Rabindra Nath Mitra had sold out the land measuring 9 decimals or 5 Cottah 6 Chhatak 41 Sq. ft. out of 27.5 decimals to the Hrishikesh Jana and Smt. Snigdha Jana vide deed no 12864 for the year 2009 registered at ARA-II at Kolkata.

AND WHEREAS SRI RABINDRA NATH MITRA become the owner of 18.5 decimals of land at present under Mouja- Ganganagar, JL No 49, RE Su No-1, Touji no 1562, RS Khatian No. 155 LR Khatian No 223 RS & LR Dag NO 234 which is free from all encumbrances.

6.2 WHEREAS SMT RAMYANI MITRA became the owner of land measuring 15 decimals which are as follows:

WHEREAS Faim Mulla S/o Lt. Matiulla Mulla became the owner of land measuring 7.5 decimals under Mouza- Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, recorded in R.S. Khatian No. 130, L.R. Khatian No. 168, R.S. & L.R. Dag No. 235. He was enjoying the property without any interruption of others.

AND WHEREAS the said Faim Mullah S/o Lt. Matiulla Mulla sold and transferred the said land measuring 7.5 decimals to the Anil Chandra Ghosh S/o Krishna Chandra Ghosh by a deed of sale which was registered at S.R.O. Barasat recorded in Book No 1, Volume No 142, Pages from 92 to 94, being sale deed no 12749 of the year 1966.

AND WHEREAS Anil Chandra Ghosh S/o Krishna Chandra Ghosh also sold and transferred the said 7.5 decimals of land to the Md. Jalaluddin Mulla S/o Mostaj Ali Mulla by a deed of sale which was registered at S.R.O. Barasat recorded in Book No 1, Volume No 147, Pages from 74 to 76, being sale deed no 12904 of the year 1966.

AND WHEREAS Md. Mostaj Ali Mulla S/o Lt. Matiulla Mulla became the owner of another land measuring 7.5 decimals under Mouza- Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, recorded in R.S. Khatian No 130, R.S. Dag No. 235 and he was enjoying the said property without any interruption of others.

AND WHEREAS Md. Mostaj Ali Mulla S/O Lt. Matiulla Mulla became the owner of land measuring 7.5 decimals under Mouza- Ganganagar, J.L.

No. 49, Touzi No. 1562, Re. Su. No. 01, R.S. Khatian No. 130, R.S. Dag No. 235 and Md. Jalaluddin Mulla S/O Mostaj Ali Mulla became the owner of land measuring 7.5 decimals under Mouza- Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, R.S. Khatian No. 130, L.R. Khatian No. 168, R.S. & L.R. Dag No. 235 . So they jointly became the owners of 15 decimals of land and they jointly sold the entire property i.e. 15 decimals of land to the Hazi Muhammad Amir Ali S/O Lt. Md. Amanullah by a deed of sale which was registered at S.R.O. Barasat recorded in Book No 1, Volume No 26, Pages from 152 to 154, being sale deed no 1765 of the year 1968.

AND WHEREAS after the death of Hazi Muhammad Amir Ali S/O Lt. Md. Amanullah, his Seven sons namely Md. Akkaj Ali, Md. Abbaj Ali, Md. Asraf Ali, Md. Atabuddin, Md. Matabuddin, Md. Belat Ali, Md Ibrahim Mandal and Four daughters namely Achhiya Khatun , Jobeda Khatun, Rijiya Khatun, Rabiya Khatun and only wife Anjaman Bibi became the legal heirs and successors of the Hazi Muhammad Amir Ali S/O Lt. Md. Amanullah.

AND WHEREAS the said Md. Akkaj Ali and 11 Others jointly sold and transferred the 7.5 decimals out of 15 decimals of land under Mouza- Ganganagar, J.L. No. 49, Touzi No 1562, Re. Su. No. 01, R.S. Khatian No. 130, R.S. Dag No. 235 to the Sri Rabindra Nath Mitra son of Late Ratish Chandra Mitra by deed of sale which was registered at S.R.O. Barasat recorded in Book No 1, Volume No 94, Pages from 44 to 49, being sale deed no 6179 of the year 1974 and remaining 7.5 decimals out of 15 decimals of land also sold and transferred by another sale deed to the Sri Rabindra Nath Mitra son of Late Ratish Chandra Mitra which was registered at S.R.O. Barasat recorded in Book No 1, Volume No 97, Pages from 17 to 21, being sale deed no 6180 of the year 1974.

AND WHEREAS Sri Rabindra Nath Mitra son of Late Ratish Chandra Mitra gifted the entire land measuring 15 decimals to his daughter namely SMT RAMYANI MITRA by a deed of gift which was registered at DSR-II at Barasat recorded in Book No -1, Volume No 1502-2019 Pages from 105892-105918 vide deed no 150203536 for the year 2019.

AND WHEREAS SMT RAMYANI MITRA become the owner of 15 decimals of land at present under Mouza- Ganganagar, J.L. No. 49, Touji No 1562, Re. Su. No. 01, R.S. Khatian No. 130, R.S. Dag No. 235 which is free from all encumbrances.

6.3 AND WHEREAS thus the Land Owners namely SRI RABINDRA NATH MITRA son of Late Ratish Chandra Mitra and SMT RAMYANI MITRA D/O Sri Rabindra Nath Mitra is 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 20 (twenty) Cottah 04 (Four) Chhataks 38 (Thirty eight) sq. ft., or 33.5 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 RABINDRA NATH MITRA son of Late Ratish Chandra Mitra and SMT RAMYANI MITRA D/O Sri Rabindra Nath Mitra, Land Owner herein express his desire to develop the aforesaid land measuring 20 (twenty) Cottah 04 (Four) Chhataks 38 (Thirty eight) sq. ft., or 33.5 decimals more or less, by constructing multi-storied building (B+G+4) 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. 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 his 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 Owner 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.

9. DEFINITION:

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

9.2 **Name of the Building** : shall mean the new multi storied (B+G+4) 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 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 Land Owner's Allocation & 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 an adjustable/ refundable amount of Rs. 20,00,000/- (Rupees twenty Lakh) only in the following manner:

- a. The developer shall pay a sum of Rs. 10,00,000/- only to the Land Owners within the date 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 multistoried building.

It is to be mentioned that the Land Owners will 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 and garages which is mentioned written here under.

9.6 Land Owner's Allocation: Shall mean the developer will liable to hand over the 40% of physical constructed area of the proposed (B+G+4) multistoried building.

9.7 Developer's Allocation: Shall mean all the remaining area (Remaining 60%) of the proposed multi storied 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 supplemental agreement between both the parties will be executed after sanction plan for distribution of flats, Commercial areas, garages and other areas from basement to top floor which will be distributed under 40% (Owner's allocation) or 60% (Developer's allocation) share of construction.

9.8 Conversion & Mutation Charges: Shall mean the Land Owners will pay the entire charges / expenses for mutation, conversion and amalgamation etc. before the Municipality and SD & LRO/BL & LRO and also associate with the developer in every respect. The land owners will be bound to hand over all original Documents at the time registration of Development & Construction agreement.

- 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 (B + G + 4) multi storied building, which will be sanctioned by the 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, are as 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.
- 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 their 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 after sanction the building plan to build new building upon the project property, and after dismantling the old structure all materials will belong to the Developer.
- 11.4 Construction Cost:** The Developer will carry out total construction works of the present building at their 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,
- 11.6 **Booking & Agreement for Sale** : Booking from intending purchasers for Developer's Allocation as per terms of Development & Construction 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 liabilities of 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 possession of the Land Owner's Allocation Together With all rights of the common facilities and amenities to the Land Owners with Possession Letter along with the completion certificate from the municipality.
- 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 Owners 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.

12. CONSIDERATION:

12.1 Permission against Consideration: The Land Owners grant permission for exclusive right to construct the proposed (B+G+4) multistoried 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.

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 (B+G+4) multistoried building.

15. NEW BUILDING:

- 15.1 Completion of Project:** The Developer shall at their own costs construct, and complete the proposed building with standard quality materials as may be specified by the Engineer from time to time.
- 15.2 Installation of Common Amenities :** The Developer will 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 will bear no responsibility in this context.

15.4 Taxes & Other Taxes of the Property : The Land Owners will 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 will be borne by the Developer from the date of execution of these presents till the date of completion of the construction and allocation.

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.

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 (B+G+4) multi storied building.

16. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNERS:

a. **Delivery of Possession;** As soon as the building will be completed, the Developer will give written notice 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 will 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 will also be responsible to pay and bear and will 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 rengwal 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 Owner's 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 will 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.

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 will every right to inspect the building materials. The Land Owners will bear the proportionate cost of installation of electric meter and transformer.

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 to the Land Owners as per negotiation between the Land Owners and 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 will 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. The Land Owners hereby undertakes to do all such legal acts, deeds, matters and things as and when required and the Land Owners will 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.

- c. **Not Responsible:** The Land Owners will not be liable for any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer will 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 will 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 will 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 his 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

- g. **Documentation :** The Land Owners delivered all the original copies of the original title deed, Parcha , Tax receipt, Mutation etc. relating to the said premises at time of registration the development agreement
- h. **Roof /Terrace:** The entire roof/terrace of the building shall belong to the Land Owners and all 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 their 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) and otherwise the ultimate roof shall belong to land owners and all 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 C P C.

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 20 (twenty) Cottah 04 (Four) Chhataks 38 (Thirty eight) sq. ft., or 33.5 decimals of land be the same a little more or less, under at Mouza-Ganganagar, J.L. No. 49, Touzi No. 1562, Re. Su. No. 01, RS Khatian No. 155, LR Khatian No 223, RS & LR Dag No 234 (recorded & Present Owner Rabindra Nath Mitra) area of land 18.5 decimals; R.S. Khatian No. 130, L.R. Khatian No. 223, RS & LR Dag 235 (recorded in the name of Rabindra Nath Mitra & Present owner Ramyani Mitra) area of land 7.5 decimals And R.S. Khatian No. 130, L.R. Khatian No. 168, R.S. & L.R. Dag No. 235 (recorded in the name of Faim Mulla & Present owner Ramyani Mitra) area of land 7.5 decimals which are under P.S.- Airport, A.D.S.R. Bidhannagar under Madhyamgram Municipality, Ward No. 26, Holding No. 7, Old Jessore Road (Presently known as Ganganagar Road) upon which the newly proposed multistoried building (B+G + 4) 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 : Bapi Das and Rabindra Nath Mitra.

On the South : Hrishikesh Jana and Snigdha Jana.

On the East : Rabindra Nath Mitra.

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 multi storied 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 Owners will be entitled to receive the 40% (Forty Percent) of the physical constructed areas of the proposed multi storied (B+G+4) building to be constructed together with proportionate undivided share of the land and common facilities and amenities as will be available in the new building.

- 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 multi storied 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 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 providing 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" thick bricks wall and plastered with Cement Mortar.
3. INTERNAL WALL	:	5" thick bricks 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 Shal Wood. All the doors are made as flash doors. Main door will be made by Gamari Wood.
5. WINDOW	:	Aluminum Shutter sliding.
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) <u>DINING AND DRAWING ROOM:</u> 2 (Two) Light points. 1 (one) Fan point.

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

ADDITIONAL SPECIFICATIONS AT EXTRA COST WITH PRIOR INTIMATION.

- a) The extra works 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 (B+G+4) multistoried 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.

Signed, sealed and Delivered in presents of following :-

WITNESSES:

- 1. *Md. Jahid Ali*
Barasat, Barasat.
- 2. *Dileep Kumar Saha*
Nalabhera, Barasat
Kol - 700125

Ratimadanta Laha
Ramyani Mitra

SIGNATURE OF THE LAND OWNERS

Drafted by :

Partha Pratim Mandal

Partha Pratim Mandal
Advocate
District Judges' Court, Barasat
Enrollment No. - WB/108/2001

TILOTTAMA CONSTRUCTION
Shrimad...

Proprietor
SIGNATURE OF THE DEVELOPER

MEMO OF CONSIDERATION

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

<u>Cash/ Cheque/ D. D. No.</u>	<u>Name of Bank/ Branch</u>	<u>Date</u>	<u>Amount</u>
763633	SBI Barasat	15/08/2019	Rs.5,00,000/-
763648	SBI Barasat	23/10/2019	Rs. 1,00,000/-
415977	SBI Barasat	20/11/2019	Rs. 1,00,000/-
415986	SBI Barasat	16/12/2019	Rs. 1,00,000/-
415996	SBI Barasat	08/01/2020	Rs. 1,00,000/-
416001	SBI Barasat	22/01/2020	Rs. 1,00,000/-
Total -			Rs.10,00,000/-

Total Rupees Ten Lakh only

WITNESSES:-

1. *[Handwritten Signature]*

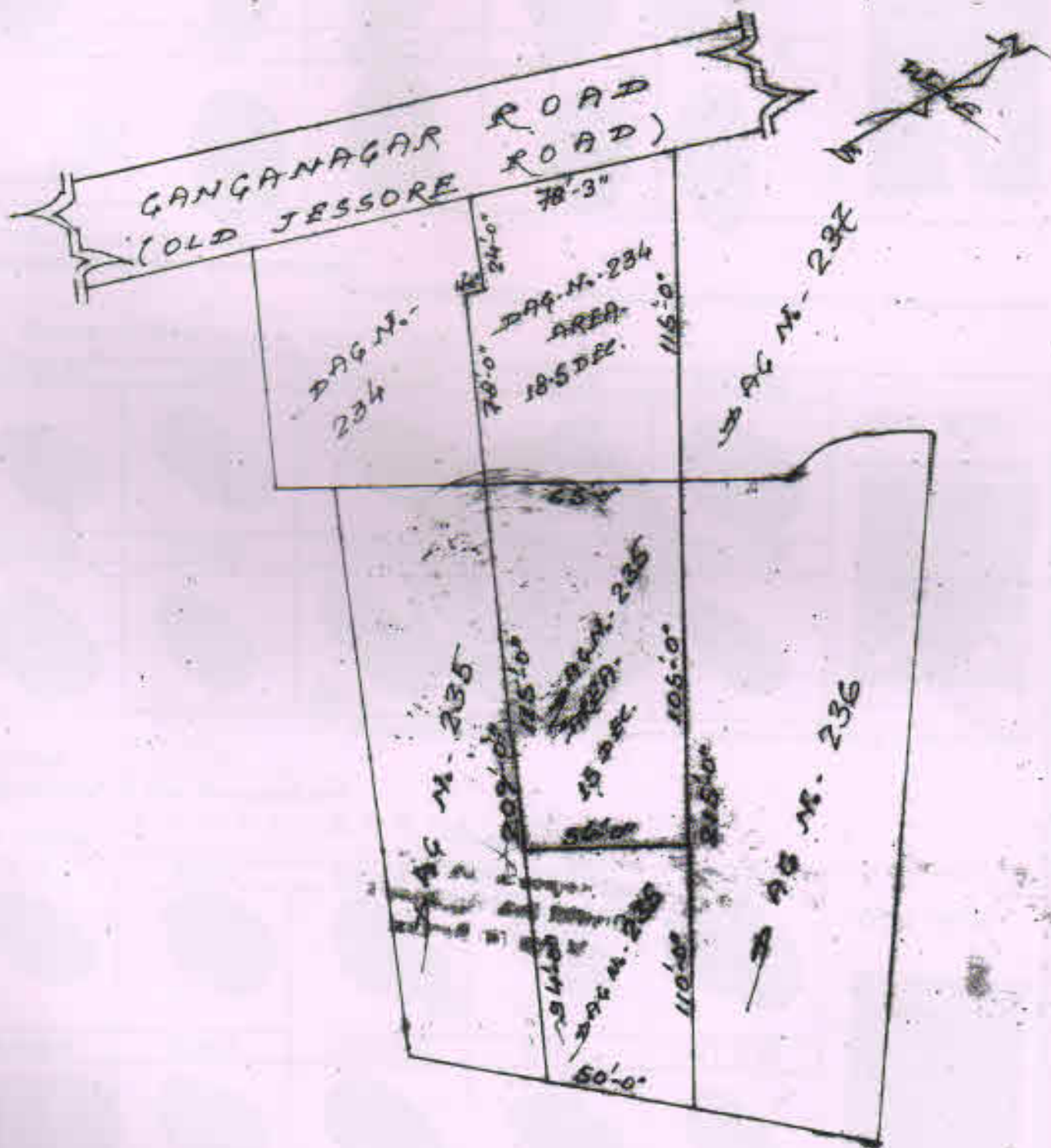
[Handwritten Signature]

[Handwritten Signature]

**SIGNATURE OF THE LAND
OWNERS**

2. *[Handwritten Signature]*

PLAN OF LAND AT MOURA-GANGANAGAR, J.L. No.
 DUZINo- 1562, P.S. No- 1, P.S. KHATIAN No- 130,
 KHATIAN No- 223, X 168, P.S. J.L.R. DAG No- 234 & 2
 S. AIRPORT, DIST. NORTH 24 PGS, UNDER MADHYA PRADESH
 MUNICIPALITY, WARD No- 26, HOLDING No- 07, KOL- 700132.



Rohindranath

Ramayani Mitra

TILOTTAMA CONSTRUCTION
Dr. Vinod Kumar
 Proprietor

Dr. Momin A.

MD. MOMIN A.
 Surveyor
 Regn. No. 015 / C

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

(1) Name : RABINDRA NATH MITRA

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				

বাম হাত



Rabindra Nath Mitra
Signature of the Presentant

Executant Claimant/Attorney/Principal/Guardian/Testator. (Tick the appropriate status)

(2) Name : RAMYANI MITRA

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				











বাম হাত



Ramyani Mitra
Signature of the Presentant

All the above fingerprints are of the above named person and attested by the said person.

(3) Name : DHIMAN DEBNATH

LITTLE	RING	MIDDLE	FORE	THUMB
				
THUMB	FORE	MIDDLE	RING	LITTLE
				

বাম হাত



Dhiman Debnath
Signature of the Presentant

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

BRN: 192019200160950681
GRN Date: 22/01/2020 11:54:54
BRN: IK0AKSGFU7

Payment Mode: Online Payment
Bank: State Bank of India
BRN Date: 22/01/2020 11:55:39

DEPOSITOR'S DETAILS

Id No. : 15021000123783/3/2020
[Query No./Query Year]
Name : DHIMAN DEBNATH
Contact No. : Mobile No. : +91 9831163824
E-mail :
Address : NABABHARATI NABAPALLY BARASAT 126 AGGPD8448P
Applicant Name : Mr Partha Pratim Mndal
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	15021000123783/3/2020	Property Registration- Stamp duty	0030-02-103-003-02	36021
2	15021000123783/3/2020	Property Registration- Registration Fees	0030-03-104-001-16	10053

Total 45074

In Words : Rupees Forty Five Thousand Seventy Four only

Major Information of the Deed







Deed No.:	I-1502-00204/2020	Date of Registration:	22/01/2020
Query No / Year	1502-1000123783/2020	Office where deed is registered:	
Query Date	21/01/2020 4:03:09 PM	D.S.R. - II NORTH 24-PARGANAS, District: North 24-Parganas	
Applicant Name, Address & Other Details	Partha Pratim Mndal Barasat Thana : Barasat, District : North 24-Parganas, WEST BENGAL., Mobile No. : 9831163624, 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. 2,23,17,713/-		
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	LR-223	Bastu	Shali	18.5 Dec	4,00,000/-	1,23,24,707/-	Property is on Road
L2	LR-235	LR-223	Bastu	Shali	7.5 Dec	3,00,000/-	49,96,503/-	Property is on Road Adjacent to Metal Road,
L3	LR-235	LR-168	Bastu	Shali	7.5 Dec	3,00,000/-	49,96,503/-	Property is on Road Adjacent to Metal Road,
		TOTAL :			33.5Dec	10,00,000 /-	223,17,713 /-	
		Grand Total :			33.5Dec	10,00,000 /-	223,17,713 /-	



Lord Details :

Name,Address,Photo,Finger print and Signature				
1	Name Shri Rabindra Nath Mitra (Presentant) Son of Late Ratish Chandra Mitra Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office	Photo  22/01/2020	Finger Print  LTI 22/01/2020	Signature  22/01/2020
77 Vivekananda Road, P.O:- Beedon Street, P.S:- Girish Park, District:-Kolkata, West Bengal, India, PIN - 700006 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AEAPM5749J,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office				
2	Name Smt Ramyani Mitra Daugther of Rabindra Nath Mitra Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office	Photo  22/01/2020	Finger Print  LTI 22/01/2020	Signature  22/01/2020
77 Vivekananda Road, P.O:- Beedon 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.:: AUQPM5226L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/01/2020 , Admitted by: Self, Date of Admission: 22/01/2020 ,Place : Office				

Developer Details :

Sr 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 - 22/01/2020, Admitted by: Self, Date of Admission: 22/01/2020, Place of Admission of Execution: Office	 Jan 22 2020 2:00PM	 LT 22/01/2020
Signature of Shri Dhiman Debnath			
Nabadahari, P.O.- Nabapally, P.S.- Barasat, District-North 24-Parganas, West Bengal, India, PIN - 720125, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AGGP08445P Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : TILOTTAMA CONSTRUCTION (as PROPRIETOR)			

Identifier Details :

Sl. No	Photo	Finger Print	Signature
1	Mr. Md Jahir Uddin Son of Mr. Mazed Ali Bara, P.O.- Choto Jagulia, P.S.- Barasat, District-North 24-Parganas, West Bengal, India, PIN - 743294	 22/01/2020	 22/01/2020
Signature of Mr. Md Jahir Uddin			
Identifier Of Shri Rabindra Nath Mitra, Smt Ramyani Mitra, Shri Dhiman Debnath			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Rabindra Nath Mitra	TILOTTAMA CONSTRUCTION-18.5 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Ramyani Mitra	TILOTTAMA CONSTRUCTION-7.5 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Smt Ramyani Mitra	TILOTTAMA CONSTRUCTION-7.5 Dec

Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No.- 224, LR Khatian No.- 223	Owner:রবীন্দ্রনাথ মিত্র, Gurdian:রতীস চন্দর মিত্র, Address:নিজ , Classification:শালি, Area:0.26000000 Acre,	Shri Rabindra Nath Mitra
L2	LR Plot No.- 225, LR Khatian No.- 223	Owner:রবীন্দ্রনাথ মিত্র, Gurdian:রতীস চন্দর মিত্র, Address:নিজ , Classification:শালি, Area:0.18360000 Acre,	Smt Ramyani Mitra
L3	LR Plot No.- 225, LR Khatian No.- 223	Owner:ফইম মোল্লা, Gurdian:মতিউল্যা , Address:গোশালপুর , Classification:শালি, Area:0.07000000 Acre,	Seller is not the recorded Owner as per Applicant.

21-01-2020

Certificate of Market Value (WB PLV rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,23,17,713/-



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

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 of Indian Stamp Act 1899.

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

Presented for registration at 12:40 hrs on 22-01-2020, at the Office of the D.S.R. - II NORTH 24-PARGANAS by Shri Rabindra Nath Mitra, one of the Executants

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

Execution is admitted on 22/01/2020 by 1. Shri Rabindra Nath Mitra, Son of Late Ratish Chandra Mitra, 77 Vivekananda Road, P.O: Beedon Street, Thana: Girish Park, , Kolkata, WEST BENGAL, India, PIN - 700006, by caste Hindu, by Profession Retired Person, 2. Smt Ramyani Mitra, Daughter of Rabindra Nath Mitra, 77 Vivekananda Road, P.O: Beedon 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 Mazed Ali, Bara, P.O: Choto Jagulia, 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 22-01-2020 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 Mazed Ali, Bara, P.O: Choto Jagulia, 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 22/01/2020 11:55AM with Govt. Ref. No: 192019200160950681 on 22-01-2020, Amount Rs: 10,053/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AKSGFU7 on 22-01-2020, Head of Account 0030-03-104-001-

ment of Stamp Duty

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

Description of Stamp

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

2. Stamp: Type: Impressed. Serial no 2643, Amount: Rs.5,000/-, Date of Purchase: 21/01/2020, Vendor name: Jayanta Kumar Bose

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 22-01-2020 11:55AM with Govt. Ref. No: 192019200160950681 on 22-01-2020, Amount Rs: 35,021/-,

Bank: State Bank of India (SBIN0000001), Ref. No. IK0AKSGFU7 on 22-01-2020, 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