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27 JUN 2018

**DEVELOPMENT & CONSTRUCTION AGREEMENT**

THIS AGREEMENT is made on this 27<sup>th</sup> day of June, 2018.

**BETWEEN**

**SHRI RADHE SHYAM BISWAS** (PAN- DWGPB3322H), son of Late Monoranjan Biswas, by faith- Hindu, by Nationality- Indian, by Occupation- Retired, residing at Balidanga Govt. Colony, Baranilpur, P.O.- Sripally, P.S.- Bardhaman Sadar, District- Purba Bardhaman, 713103, West Bengal, India, hereinafter called and referred to as the "**LAND OWNER**" (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

**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 **SHRI 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 representatives and assigns) of the **OTHER PART**.

Land Owner and the Developer are collectively called Parties and individually Party.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

#### **1. PROJECT PROPERTY**

All that piece and parcel of land measuring an area of 6 (six) Cottahs be the same little more or less together with a ten years old temporary tin shed structure measuring about 220 sq.ft lying in Mouza- Balidanga, J.L. No.- 35, C.S. Dag No.- 1448 (P), R.S. Dag No- 1388/2726, L.R. Dag No- 3480, L.R. Khatian No- 1962/1 (Stands in the name of Radhe Shyam Biswas), Holding No- 41, Ward No- 13 under Burdwan Municipality, P.S.-

Bardhaman Sadar, District- Purba Bardhaman, West Bengal, India.

## **2. ABSOLUTE OWNERSHIP OF LAND OWNER**

**WHEREAS** the Government of West Bengal with the intent to rehabilitate the Refugees from East Pakistan (now Bangladesh) acquired land lying in Mouza- Balidanga, J.L. No- 35 comprised in C.S. Dag No- 1448 (P), R.S. Dag - 1388/2726, L.R. Dag No- 3480, P.S.- Burdwan, District- Burdwan (now Purba Bardhaman) under the L.D.P. Act/L.A. Act I of 1894.

**AND WHEREAS** the Land Owner being a refugee displaced from East Pakistan (now Bangladesh) approached the Government of West Bengal for a plot of land for his rehabilitation and for the purpose of rehabilitation, the Government of West Bengal demised in favour of the Land Owner all that piece and parcel of Land measuring an area 6 (six) Cottahs more or less of land in C.S. Dag No.- 1448 (P), [Rectified on 07-05-2015 vide Deed of Rectification at A. D.S.R., Burdwan], R.S. Dag - 1388/2726, L.R. Dag No- 3480 lying in Mouza- Balidanga, P.S.- Burdwan, District- Burdwan (Now Purba Bardhaman), West Bengal, India by a Lease Deed dated 07-03-1983 for a period of ninety nine years.

**AND WHEREAS** the Land Owner having agreed to surrender his leasehold interest under the said Deed of Lease dated 07-03-1983, the Government of West Bengal decided to confer absolute right, title and interest in favour of the Land Owner and executed a Gift Deed vide deed no- 280 of



1988 (**Registered in Book No- 1, Volume No- 6, Pages from 1119 to 1120**) registered in the office of the A.D.S.R, Burdwan on 25-03-1988 in the said demised land more fully described in the Schedule hereunder written.

**AND WHEREAS** the Land Owner got his name duly mutated in the office of the Burdwan Municipality under Holding No- 41, Ward No-13 and also mutated his name in the B.L & L.R.O., Burdwan in his own name in L.R. Dag No- 3480 vide L.R. Khatian No- 1962/1 and been possessing and enjoying the same peacefully without interruption of others by paying relevant taxes to the competent authority and having every right to transfer the same to anybody in any way and the said land is free from all encumbrances, charge, liens, mortgages whatsoever.

**AND WHEREAS** the Land Owner 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 06 (Six) Cottahs more or less together with structure standing thereon (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, charge, liens, mortgages whatsoever, which is more fully in the **First Schedule** hereinafter written.

### **3. DESIRE OF DEVELOPMENT OF THE LAND BY THE DEVELOPER**

The Land Owner, **SHRI RADHE SHYAM BISWAS**, herein express his desire to developer to develop the aforesaid land measuring 06 (Six) Cottahs more or less by constructing multi-storied building (G+3) thereon in accordance with the building sanction plan to be sanctioned by the concerned Burdwan Municipality and the present Developer has accepted the said proposal and the Land Owner has decided to enter into the present **Development & Construction Agreement** with the Developer herein for the land mentioned above and explicitly in the First Schedule hereunder written.

### **4. POWER OF ATTORNEY**

For the smooth running of the said project, the Land Owner herein agreed to execute a registered Development Power of Attorney, by which the Land Owner 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 **SHRI 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 Owner 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 and instruments and writings for the purpose of affirmation, registration and giving declarations on our behalf and to do all acts and deeds in that behalf developer may deem necessary, expedient and proper.

## **5. DEFINITIONS:**

**5.1 Building:** Shall mean multi storied building (G+3) so to be constructed on the project property.

**5.2 Name of the Building:** Shall mean the new multistoried building (G+3) so mentioned in above shall be named and called under the name and style of **SHYAMSUNDAR APARTMENT** as preferred exclusively by the Second Part/Developer so agreed and consented by the First Part/Land Owner. The Developer will use, quote, mention and apply the said name **SHYAMSUNDAR APARTMENT** in everywhere, wherever it need to use, quote, mention & apply for the proposed project work & any work related to it.

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

**5.4 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.

**5.5 Land Owner's Allocation:**

It is agreed by and between the parties to this agreement that the Land Owner will be entitled to receive 02 No of OPEN GARRAGES in the Ground Floor, 02 No of FLATS in the First Floor (one located in the West Side & the other located in the South West Side) and 01 No of FLAT in the West Side of the Second Floor in the proposed multi storied (G+3) 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. The measuring area of each Flat will be **750 sq.ft.** (600 sq.ft. covered area + 25% super built up area).

**5.6 Developer's Allocation:** Shall mean all the remaining area 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.

**5.7 Shifting Charge:** The developer at his own cost shall provide Rs. 7,000/- (Rupees Seven Thousand) only per month for the alternative accommodation to the land Owner as monthly rent from getting the peaceful vacant possession of the said land till the handover of at least one flat (habitable condition) to the land owner from the land owners allocation.



**5.8 Architect/Engineer:** Shall mean such person or persons being appointed by the Developer.

**5.9 Transfer:** With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Land Owner as a transfer of space in the said building to intending purchasers thereof.

**5.10 Building Plan:** Shall mean such plan or revised sanctioned plan for the construction of the multi storied building, which will be sanctioned by the Burdwan Municipality for construction of the building including its modification and amenities and alterations.

**5.11 Built Up Area (For any Individual Unit):** Here Built up area means the area covered with outer wall and constructed for the unit including fifty percent area covered by the common partition wall between two units and cent percent area covered by the individual wall for the said unit.

**5.12 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.

**5.13 Super Built-up Area (For any Individual Unit):** Here super built up area means the total covered area plus service area.

## **6. LANDOWNER'S RIGHT & REPRESENTATION:**

**6.1 Indemnification regarding Possession & Delivery:** The Land Owner is now seized and possessed of and/or otherwise well and sufficiently entitled to the project property in as it is condition and



deliver physical as well as identical possession to the Developer to the develop the project property.

**6.2 Free from Encumbrance:** The Land Owner also indemnify that the project property is free from all encumbrance and the Land Owner have marketable title in respect of the said premises.

## **7. DEVELOPER, PROMOTERS' RIGHTS:**

**7.1 Authority of Developer:** The Developer shall 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.

**7.2 Right to Construction:** The Land Owner hereby grants permission an exclusive right to the Developer to build new building upon the project property.

**7.3 Right of Dismantling the existing Structure:** The Land Owners hereby grant permission an exclusive right to demolish the existing old structure to build new building upon the project property, and after dismantling the old structure all materials will belong to the Developer.

**7.4 Construction Cost:** The Developer shall carry out total construction work of the present building at their own cost and expenses, No liability on account of construction cost will be charged from Land Owner Allocation.

**7.5 Sale proceeds of Developers Allocation:** The Developer will take the sale proceeds of Developer's Allocation exclusively.

**7.6 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 Owner as a Power of Attorney Holder, all the sales consideration of Developer's Allocation either partly or wholly will taken by the Developer and issue money receipt in their own names but without creating any liability on the Land Owner.

**7.7 Selling Rate:** The selling rate of the Developer's Allocation will be fixed by the Developer without any permission or consultation with the Land Owner.

**7.8 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 Owner Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

**7.9 Possession to the Land Owner:** 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 Owner with Possession Letter and will take release from the Land Owner by executing a Deed of Release.

**7.10 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.



**7.11 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 Owner.

**8. CONSIDERATION:**

**8.1 Permission against consideration:** The Land Owner grant permission for exclusive right to construct the proposed building in consideration of Land Owner Allocation to the Developer.

**9. DEALING OF SPACE IN THE BUILDING**

**9.1 Exclusive Power of Dealing of Land Owner:** The Land Owner shall be entitled to transfer or otherwise deal with Land Owner Allocation in the building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Land Owner's Allocation.

**9.2 Exclusive Power of Dealing of Developer:** The Developer shall 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 Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

**10. POWER OF PROCEDURE:**

For entering into an agreement for sale of the developer allocation, the 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 Owner and to appear before any Registrar of Assurance, 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 writing 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.

#### **11. NEW BUILDING:**

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

**11.2 Installation of Common Amenities:** The Developer shall install and erect in the building at Developer's own cost and expenses, pump water, over-head tank, reservoir, electrification, permanent electric connection from the 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.

**11.3 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 Owner shall bear no responsibility in this context.

**11.4 Taxes & other taxes of the Property:** The Land Owner 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. Thereafter 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 Owner 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 Owner, by the Developer and /or their nominees and the Land Owner and/or their nominee/nominees respectively.

**11.5 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 service to the buyer and occupiers of the said premises or any part or portions thereof.

**11.6 Materials to be used:** The Developer shall use all the standard quality materials for construction of the building.

## **12. PROCEDURE OF DELIVERY OF POSSESSION TO LANDOWNER:**

**12.1 Delivery of Possession:** As soon as the building will be completed, the Developer shall give written notice to the Land Owner requiring the Land Owner to take possession of the Land Owner Allocation in the building and certificate of the Architect/L.B.S or the Municipality being provided to the effect.

**12.2 Payment of Taxes:** Within 30 days from the receive possession of Land Owner's Allocation and at all times there after the Land Owner 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.

**12.3 Share of Common Expenses & Amenities:** As and from the date of delivery of possession to be received, the Land Owner shall also be responsible to pay and bear and shall pay to the Developer/Flat Owner's Association, the service charges for the common facilities in the new building payable in respect of the Land Owner Allocation such charges is to include proportionate share of premium for the insurance 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 of the common facilities and expenses for the building and of all common wiring, pipes, permanent electrical and mechanical installation, appliances, stairways, and other common facilities whatsoever as may be mutually agreed from time to time.

### **13. COMMON RESTRICTIONS:**

**13.1 Restriction of Land Owner 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:

**13.2** 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.

**13.3** 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 in this behalf.

**13.4** Neither party shall transfer or permit to transfer of their respective allocation or any portion thereof unless such party shall have observed and performed all the terms and conditions on their respective part to be observed and/or performed.

**13.5** 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, bye-laws and regulations.

**13.6** The respective allocation shall keep the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenance 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.

**13.7** 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 cause in any manner in

the free covenant of users in the corridors and other place of common use in the building.

**13.8** 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.

**13.9** The Land Owner 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.

**14. LAND OWNER'S OBLIGATION:**

**14.1 No Interference:** The Land Owner hereby agrees and covenant with the Developer not to cause interference or hindrance in the construction of the building by the Developer.

Not to do any act, deed or thing, whereby the Developer may be prevented from selling, assigning and/or disposing of any of the Developer's allocated portion in the building.

Not to let out, grant, lease mortgage and/or charge the said property or any portion thereof without the consent in writing of the Developer during the period of construction.



**15. DEVELOPER'S OBLIGATION:**

**15.1 Time schedule of Handing Over Land Owner Allocation:**

The Developer hereby agree and covenant with the Land Owner to handover Land Owner's Allocation (more fully described in the Second Schedule hereunder written) within 30 (thirty) months from the date of sanction of building plan failing which another 06 (six) months will be given as grace period.

**15.2 Penalty:** If the Land Owner Allocation will not be delivered within the stated period, the Developer shall be liable to pay compensation to the Land Owner as per negotiation between the Land Owner and Developer.

**15.3 No Violation:** The Developer hereby agrees and covenant with the Land Owner 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 Owner are prevented from enjoying, selling assigning and/or disposing of any Land Owner Allocation in the building at the said premises vice versa.

**16. LANDOWNER'S INDEMNITY:**

**Indemnity:** The Land Owner 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.

## **17. DEVELOPER'S INDEMNITY:**

The Developer hereby undertake to keep the Land Owner 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.

## **18. MISCELLANEOUS:**

**18.1 Contract Not Partnership:** The Land Owner 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 Owner and the Developer in any manner nor shall the parties hereto be constituted as association of persons.

**18.2 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 not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owner and various application and other documents may be required to be signed or made by the Land Owner related to which specific provisions may not have been mentioned herein. The Land Owner hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Land Owner shall execute any such additional power of attorney and/or authorization as may be required by the Developer for any such purposes and the Land Owner also undertake 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 Owner and/or against the spirit of these presents.

**18.3 Not Responsible:** The Land Owner shall not be liable or 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 Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

**18.4 Process of Issuing Notice:** Any notice required to be given by the Developer to the Land Owner shall without prejudice to any other mode of service available be deemed to have been served on the Land Owner if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgement and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

**18.5 Formation of Association:** After the completion of the said building and receiving peaceful possession of the allocation, the Land Owner 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.

**18.6 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 without creating any financial liability of the Land Owner or effecting his estate and interest in the said premises it being expressly agreed and understood that in no event the Land Owner nor any of their estate shall be responsible and/or be made liable for payment of any due to such bank or banks and the developer shall keep the Land Owner indemnified against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

**18.7 Documentation:** The Land Owner will be bound to deliver all the Original title deeds and all other original documents relating to the said premises to the Developer at the time of registration of Development & Construction Agreement.

**18.8 Roof/Terrace:** The entire roof/terrace of the building shall belong to the occupiers. If by virtue of any change, the Burdwan 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 as per negotiation between the Developer and the Land Owner and in such event the final roof shall belong to all the Occupiers.

**19. 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.

**20. 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.

**21. JURISDICTION:**

In connection with the aforesaid arbitration proceeding, only the District Judge's Court, Burdwan 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 6 (six) Cottahs be the same little more or less together with a ten years old temporary tin shed structure measuring about 220 sq.ft lying in Mouza- Balidanga, J.L. No.- 35, C.S. Dag No.- 1448 (P), R.S. Dag No- 1388/2726, L.R. Dag No- 3480, L.R. Khatian No- 1962/1 (Stands in the name of Radhe Shyam Biswas), Holding No- 41, Ward No- 13 under Burdwan Municipality, P.S.- Bardhaman Sadar, District- Purba Bardhaman, West Bengal, India upon which the newly proposed multi-storied building (G+3) in the name and style of **SHYAMSUNDAR APARTMENT** is to be constructed in accordance with the building plan

sanctioned from Burdwan Municipality which is butted and bounded as follows:

**On the East** - LOP No 426

**On the West** - 18 ft wide Road

**On the North** - LOP No 415

**On the South** - 18 ft wide Road

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**(LAND OWNER'S ALLOCATION)**

The Land Owner 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 :

The Land Owner will be entitled to receive 02 No of OPEN GARRAGES in the Ground Floor, 02 No of FLATS in the First Floor (one located in the West Side & the other located in the South West Side) and 01 No of FLAT in the West Side of the Second Floor in the proposed multi storied (G+3) 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. The measuring area of each Flat will be **750 sq.ft.** (600 sq.ft. covered area + 25% super built up area).

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**(Developer's Allocation)**

Developer's Allocation shall mean all the remaining share of the building (excluding Land Owner Allocation as described above) together with car parking space in the ground floor 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 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 easement rights, privileges etc.

- a) Land under the said building described in the First Schedule.
- b) All sides spaces, back spaces, paths passages, main entrance, lift, lift room, landing stair case up to ultimate roof of the building, iii) 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 portion and space for installations of electric meter in general and separate.

**THE FIFTH 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 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.
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 3 ft 6" wide frame and are made with gammari wood.
5. WINDOW - Steel window fitted by glass with standard quality Grill or Aluminum shutter sliding.
6. KITCHEN - Cooking platform and sink will be black stone and 2'-0" height white Glazed Tiles above the platform to protect the oil spot. One C.P. bib cock point will be provided.
7. SANITARY FITTING - One European/English type commode make with standard low down cistern plumbing fittings and two C.P. Bib-Cock and one shower point in bath with 6" height white Glazed tiles from floor level for each toilets. These toilets are of standard materials.



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.

8. 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.

9. FLOORING

- All the Floor are finished with floor tiles (vitrified 2X2) with 4" skirting.

10. GRILL

- Standard quality of S.S Grill shall be fixed at Balcony/Verandah up to 3'-0" height only.

11. ELECTRIFICATION

BED ROOM :

2 (Two) Light Points.

1 (One) Fan Point

1 (One) plug point (5AMP)

DINING AND DRAWING ROOM :

2 (Two) Light points.

1 (One) Fan Point

1 (One) plug point (5AMP)

1 (One) power plug point (15AMP)

VERANDAH/BALCONY :

1 (One) Light Point

1 (One) plug point (5AMP)

KITCHEN:

1 (One) Light Point

1 (One) Exhaust Fan point.

1 (One) power plug point (15AMP)

TOILET :

1 (One) Light Point

1 (One) Exhaust Fan point.

CALLING BELL :

1 (One) calling bell point at the main entrance.

12. PAINTING

a) Inside wall of the flat will be plaster of Paris and external wall with snowcem/weather coat.

b) All door frames and shutter painted with two coats primer.

13. LIFT

- YES of (4+1) capacity only.

**Additional specifications at Extra cost with prior intimation.**

a) The extra work may be done subject to architect's prior approval.

b) That Developer will at his own cost arrange Main Electric meter, Transformer, and all the occupiers of the said multistoried building will bear the cost proportionately including the land owner.

c) The decision of the Developer will be final.

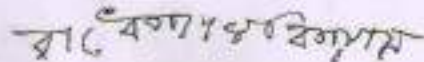


IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

SIGNED & DELIVERED in presence of the following Witnesses:

1) Benayati Mondal

S/o Bishnu Pada Mondal  
Banamali Pur  
PO+PS Barasat



SIGNATURE OF THE LAND OWNER

Dist- 24 PGS (N) KOL 134

TILOTTAMA CONSTRUCTION



Proprietor

2) Govtarn Biswas.

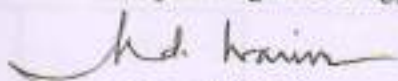
S/o Radhakrishnam Biswas.  
Balidanga govt colony  
Sripally Burdwan  
Pin-713103

SIGNATURE OF THE DEVELOPER

3) Malay Biswas.

S/o: Radhakrishnam Biswas.  
Baro Nilpur Balidanga.  
Sripally Burdwan.

Drafted by me & typed in my office:



MD WASIM

Advocate

District Judge's Court, Burdwan  
Enrollment No- WB/1113/2009

SPECIMEN FORM FOR TEN FINGERPRINT & PHOTO

LEFT HAND FINGERPRINTS



RIGHT HAND FINGERPRINTS



Signature: *Shivan Debnath*  
TILOTTAMA CONSTRUCTION  
Prdptior

LEFT HAND FINGERPRINTS



RIGHT HAND FINGERPRINTS



Signature: *श्री देव्यानाथ शर्मा*

LEFT HAND FINGERPRINTS



RIGHT HAND FINGERPRINTS



Signature:





आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DHIMAN DEBNATH  
NARAYAN CHANDRA DEBNATH

02/1968  
Permanent Account Number

AGGPD8448P

*Dhiman Debnath*  
Signature



*In case this card is lost / found, kindly inform / return to :*  
Income Tax PAN Services Unit, UTHSI,  
Plot No. 3, Sector 11, CBD Belapur,  
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/भेजें :  
आयकर पैन सेवा यूनिट, UTHSI,  
प्लॉट नं: 3, सेक्टर 11, सीडीबी.बेलपुर,  
नवी मुंबई-400 614.

*Dhiman Debnath*





### Major Information of the Deed

Deed No :	I-0203-04961/2018	Date of Registration	27/06/2018
Query No / Year	0203-0001003837/2018	Office where deed is registered	
Query Date	26/06/2018 4:01:37 PM	A.D.S.R. BURDWAN, District: Burdwan	
Applicant Name, Address & Other Details	MD WASIM 139, J. B. HAZRA ROAD, RASIKPUR, Thana : Bardhaman Sadar, District : Burdwan, WEST BENGAL, Mobile No. : 9434992373, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]		
Set Forth value	Market Value		
Rs. 40,00,000/-	Rs. 51,04,351/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,010/- (Article:48(g))	Rs. 14/- (Article:E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip. (Urban area)		

#### Land Details :

District: Burdwan, P.S:- Bardhaman, Municipality: BURDWAN, Road: Balidanga Road, Mouza: Balidanga, Ward No: 13, Holding No:41

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-3480	LR-1962/1	Bastu	Bastu	6 Katha	39,60,000/-	50,40,001/-	Width of Approach Road: 18 Ft., Adjacent to-Metal Road,
<b>Grand Total :</b>					<b>9.9Dec</b>	<b>39,60,000 /-</b>	<b>50,40,001 /-</b>	



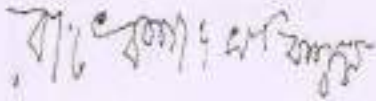
#### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	220 Sq Ft.	40,000/-	64,350/-	Structure Type: Structure
Gr. Floor, Area of floor : 220 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 10 Years, Roof Type: Tin Shed, Extent of Completion: Complete					
<b>Total :</b>		<b>220 sq ft</b>	<b>40,000 /-</b>	<b>64,350 /-</b>	

Major Information of the Deed :- I-0203-04961/2018-27/06/2018






and Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	<b>Shri RADHE SHYAM BISWAS (Presentant )</b> Son of Late MONORANJAN BISWAS Executed by: Self, Date of Execution: 27/06/2018 , Admitted by: Self, Date of Admission: 27/06/2018 ,Place : Office	 27/06/2018	 LTI 27/06/2018	 27/06/2018
BALIDANGA GOVT COLONY, BARANILPUR, P.O:- SRIPALLY, P.S:- Bardhaman Sadar, Burdwan, District:-Burdwan, West Bengal, India, PIN - 713103 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.: DWGPB3322H, Status :Individual, Executed by: Self, Date of Execution: 27/06/2018 , Admitted by: Self, Date of Admission: 27/06/2018 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>TILOTTAMA CONSTRUCTION</b> NABABHARATI, P.O:- NABAPALLY, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126 , PAN No.: AGGPD8448P, Status :Organization, Executed by: Representative			

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri DHIMAN DEBNATH</b> Son of Late NARAYAN CHANDRA DEBNATH Date of Execution - 27/06/2018, , Admitted by: Self, Date of Admission: 27/06/2018, Place of Admission of Execution: Office	 Jun 27 2018 3:49PM	 LTI 27/06/2018	 27/06/2018
NABABHARATI, P.O:- NABAPALLY, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700126, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AGGPD8448P Status : Representative, Representative of : TILOTTAMA CONSTRUCTION (as PROPRIETOR)				

Major Information of the Deed :- I-0203-04961/2018-27/06/2018



## Identifier Details :

## Name &amp; address

Shri BINAYAK MANDAL  
 Son of Shri BISHNUPADA MANDAL  
 BANAMALI PUR, P.O.- BARASAT, P.S.- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN -  
 700124, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Shri RADHE SHYAM  
 BISWAS, Shri DHIMAN DEBNATH

27/06/2018

Binayak Mandal

## Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri RADHE SHYAM BISWAS	TILOTTAMA CONSTRUCTION-9.9 Dec

## Transfer of property for S1

Sl.No	From	To. with area (Name-Area)
1	Shri RADHE SHYAM BISWAS	TILOTTAMA CONSTRUCTION-220.00000000 Sq Ft

## Land Details as per Land Record

District: Burdwan, P.S.- Barddhaman, Municipality: BURDWAN, Road: Balidanga Road, Mouza: Balidanga, Ward No: 13,  
 Holding No:41

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 3480(Corresponding RS Plot No:- 1388/2726), LR Khatian No:- 1962/1	Owner:রাধেশ্যাম বিহাস, Gurdian:মল্লোরমন বিহাস, Address:বালিডাঙ্গা প:কলোনী, Classification:বাড়, Area:0.09000000 Acro,

## Endorsement For Deed Number : I - 020304961 / 2018

On 27-06-2018

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

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

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

Presented for registration at 14:57 hrs on 27-06-2018, at the Office of the A.D.S.R. BURDWAN by Shri RADHE  
 SHYAM BISWAS, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs  
 51,04,351/-

Major Information of the Deed :- I-0203-04961/2018-27/06/2018



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

Execution is admitted on 27/06/2018 by Shri RADHE SHYAM BISWAS, Son of Late MONORANJAN BISWAS, BALIDANGA GOVT COLONY, BARANILPUR, P.O: SRIPALLY, Thana: Bardhaman Sadar, , City/Town: BURDWAN, Burdwan, WEST BENGAL, India, PIN - 713103, by caste Hindu, by Profession Retired Person

Identified by Shri BINAYAK MANDAL, , Son of Shri BISHNUPADA MANDAL, BANAMALI PUR, P.O: BARASAT, Thana: Barasat, , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

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

Execution is admitted on 27-06-2018 by Shri DHIMAN DEBNATH, PROPRIETOR, TILOTTAMA CONSTRUCTION (Sole Proprietorship), NABASHARATI, P.O:- NABAPALLY, P.S:- Barasat, Barasat, District:-North 24-Parganas, West Bengal, India, PIN - 700125

Identified by Shri BINAYAK MANDAL, , Son of Shri BISHNUPADA MANDAL, BANAMALI PUR, P.O: BARASAT, Thana: Barasat, , City/Town: BARASAT, North 24-Parganas, WEST BENGAL, India, PIN - 700124, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 14/- ( E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 14/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 26/06/2018 8:34PM with Govt. Ref. No: 192018190253263751 on 26-06-2018, Amount Rs: 14/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 296103637 on 26-06-2018, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,010/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,010/-

**Description of Stamp**

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

2. Stamp: Type: Impressed, Serial no 1686, Amount: Rs.5,000/-, Date of Purchase: 26/06/2018, Vendor name: R.P Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 26/06/2018 8:34PM with Govt. Ref. No: 192018190253263751 on 26-06-2018, Amount Rs: 2,010/-, Bank: AXIS Bank ( UTIB0000005), Ref. No. 296103637 on 26-06-2018, Head of Account 0030-02-103-003-02

**Kaushik Bhattacharya**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BURDWAN**  
**Burdwan, West Bengal**

Major Information of the Deed :- I-0203-04961/2018-27/06/2018



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0203-2018, Page from 101204 to 101240

being No 020304961 for the year 2018.



Digitally signed by KAUSHIK  
BHATTACHARYA  
Date: 2018.07.16 13:13:40 +05:30  
Reason: Digital Signing of Deed.

(Kaushik Bhattacharya) 7/16/2018 1:12:30 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BURDWAN  
West Bengal.



(This document is digitally signed.)