

Sl. No. 2033/2021

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SUBRADEEP ENTERPRISE
Sabal Bis Mukherjee
PROPRIETOR

DEVELOPMENT AGREEMENT

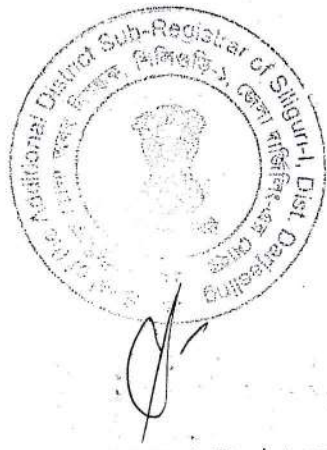
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TO REGISTRATION THE SIGNATURE SHEET AND
THE ENDORSEMENT SHEET ATTACHED TO THIS
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ADL. DIST. REG. REGISTRAR
SILIGUR

13/8/2021

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Govt. Stamp Vendor
L. No. 545/RM
07 / Darjeeling



Addl. Dist. Sub-Registrar
Siliguri-I, Dt. Darjeeling
11th AUG 2021

SUBHRADEEP ENTERPRISE
Saibal Das Majumdar
PROPRIETOR

THIS AGREEMENT IS MADE ON THIS THE 17TH DAY OF AUGUST, 2021

B E T W E E N

SRI JAYANTA BALA son of Late Sitanath Bala , Hindu by Birth, Business by Occupation resident of Deshbandhupara, P.O.Siliguri Town, P.S. Siliguri, Ward No.30 of Siliguri Municipal Corporation, Dist.- Darjeeling, PIN 734004 --- hereinafter called the **LANDOWNER/ FIRST PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, administrators, legal representatives and assigns) of the **FIRST PART.** (PAN APRPB9123K)

A N D

"SUBHRADEEP ENTERPRISE" proprietorship firm having its registered office at Gopalmore, Deshbandhupara, P.O. Siliguri Town, P.S. Siliguri, , District Darjeeling represent by **Sri Saibal Das Majumdar** Son of Sri Nishi Kanta Das Majumdar, Hindu by birth, Business by Occupation, residing at Deshbandhu Para, P.O. - Siliguri Town P.S. Siliguri, District -Darjeeling, PIN 734004 - hereinafter called the **DEVELOPER/SECOND PARTY** (Which expressions shall mean and include unless excluded by or repugnant to the context his heirs, successors, administrators, legal representatives and assigns) of the **SECOND PART.** (PAN- AKWPM 4459R)

WHEREAS One Sri Sitanath Bala son of Late Ananta Kumar Bala and Smt. Hena Bala wife of Sitanath Bala (now deceased) of Deshbandhu Para , P.O.- Siliguri Town, P.S. Siliguri Dist. Darjeeling were the absolute and exclusive recorded owner of a piece or parcel of land measuring more or less 5(five) Kathas or 0.0825 Acre appertaining to and forming part of R.S. Plot No. 11806, recorded in R.S. Khatain No. 2529/1 J.L No.110(88), within Mouza- Siliguri, Pargana - Bhikunthapur, Police Station-Siliguri, in the District of Darjeeling by virtue of registered Deed of Sale executed by Sri Harendra Kumar Das son



SUBRADEEP ENTERPRISES
Subal Das Proprietor

of Late Khageswar Das , registered at the then Sub registrar Siliguri dated 19/09/1979 , recorded in Book No. I, volume No. 84, pages 17 to 19 being Document No. 4944 for the year 1979.

AND WHEREAS being the owner in such possession aforesaid Sri Sitanath Bala and Smt. Hena Bala died intestate on 24/08/2010 and 15/12/2017 respectively leaving behind them their only son Sri Jayanta Bala and married daughter Smt. Seema Biswas wife of Sri Bidyut Biswas as their only legal heirs and successors to inherit their said landed property as per provision of Hindu Law of Succession Act, 1956.

AND WHEREAS by way of inheritance said (1) Sri Jayanta Bala and (2) Smt. Seema Biswas have become the joint owners of said land measuring 5(five) katha in their khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein free from all encumbrances charges whatsoever each having 50% undivided share.

AND WHEREAS Smt. Seema Biswas transferred her 50% undivided share of land measuring 2½ katha to and his brother Sri Jayanta Bala by virtue of Deed of Gift , registered at A.D.S.R. office Siliguri dated.11-08-2021 which is recorded in Book No. I, CD volume no. 0402-2021, pages 78384 to 78409, being Deed No. 1892 for the year 2021.

AND WHEREAS by way of inheritance (own undivided share) and Gift Deed said **Sri Jayanta Bala (First Party hereof)** became the absolute owner of all that piece or parcel of land measuring **5(Five) katha or 0.0825 Acre** in his khas, actual and physical possession having permanent, heritable and transferable right, title and interest therein free from all encumbrances, charges whatsoever.

AND WHEREAS the land owner now decided to construct a P + 4(four) storied Residential Building on the aforesaid Plot of land measuring **5(Five) kathas**


 SUBHRADEEP ENTERPRISE
 Saibal Das
 PROPRIETOR

or 0.0825 Acre (fully described in schedule-A herein below) and due to various reasons as well as dearth of technical skill in the field of civil construction, have since been in search of a suitable and trust-worthy Developer who can undertake and complete the development of the said land and somehow came to know that the Developer herein is reputed in the field and in that locality and areas and has already executed number of such projects as such approached the Developer herein to enter into a **DEVELOPMENT** agreement for the purpose of Development of the said land and the Developer after primary negotiation has agreed to Develop the said land.

NOW THIS INDENTURE OF DEVELOPMENT AGREEMENT WITNESSETH

and it is hereby agreed by and between the parties hereto as follows:-

1. **DEFINATION** : Unless there is anything repugnant to the Subject or Context.
 - (a) **LANDOWNER** shall mean **SRI JAYANTA BALA** son of Late Sitanath Bala and includes his respective heirs, successors, legal representatives, executors, administrators and assigns.
 - (b) **DEVELOPER** shall mean, "**SUBHRADEEP ENTERPRISE**" proprietorship firm having its registered office at Gopalmore, Deshbandhupara, P.O. Siliguri Town, P.S. Siliguri, , District Darjeeling represent by **Sri Saibal Das Majumdar** Son of Sri Nishi Kanta Das Majumdar, , residing at Deshbandhu Para, P.O. - Siliguri Town P.S. Siliguri, District -Darjeeling, PIN 734004 --- hereinafter called the **DEVELOPER** and includes its successors-in-office, legal representatives, executors, administrators and assigns.
 - (c) **TITLE DEEDS** shall mean the document referred to hereinabove, Deed of Sale being No. No. 4944 for the year 1979 and Deed of Gift being No I- 1892 for the 2021.

SURINDER ENTERPRISES
Saibal Das
PROF. A. C. K.

- (d) **PREMISES** shall mean the premises as fully and particularly mentioned and described in the **Schedule-A** hereunder.
- (e) **BUILDING** shall mean the new **P + 4(Four) Storied residential building** proposed to be constructed by the Developer on the said land after obtaining sanctioned building plan to be sanctioned by the Siliguri Municipal Corporation in the name of the Land Owner for construction of a new Multistoried residential Building.
- (f) **COMMON FACILITIES AND AMENITIES** shall include corridors, hall-ways stair-ways, passageways, driveways, common lavatories, Roof and the Terrace, Pump Room, Tube-Well, underground water reservoir, overhead/common water tank, water pump and motor and other facilities which may be mutually agreed upon Between the Parties and required for the establishment, location, enjoyment, provisions and maintenance and/ or management of the Building.
- (g) **SALEABLE SPACE** shall mean the space in the Building available for independent use and occupation after making due provisions for common facilities and the space required thereof.
- (h) **LANDOWNER'S ALLOCATION** shall mean the area constructed in the Building, which is to be allocated to the Land Owner as the Part of Land Owner's allocation in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on pro rata basis, as fully and particularly set out in the **Schedule-B** hereunder written.
- (i) **DEVELOPER'S ALLOCATION** shall mean the remaining constructed area in the Building to be constructed on the said premises after allocation to the Landowner including proportionate share in the common facilities and amenities on pro rata basis.

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Sailod & Associates
PROPRIETOR

- (j) **THE ARCHITECT** shall mean such persons who may be appointed by the Developer for both designing and planning the Building on the said premises.
- (k) **BUILDING PLAN** would mean such plan prepared by the Architect for the construction of the Building and sanctioned by the Siliguri Municipal Corporation or any other competent authorities as the case may be.
- (l) **TRANSFER** with its grammatical variation shall include a transfer by possession and by any other means adopted for effecting transfer of Space/Flats to the intending Purchasers and as provided in the Transfer of Property Act, 1882.
- (m) **TRANSFeree** shall mean a person or persons, firm, limited company, Association of persons or body of individuals who shall be entitled to purchase any portion of saleable Space/Flat upon bearing price so fixed by the Developer and the additional cost for super built up area thereof for the purpose of purchase the proportionate and undivided share in the land of the said land and also include the proportionate undivided right to use the common area and/or services like passage, common parking space, lift, light (if any), water pump, common lighting etc.
- (n) **TRANSFEROR** shall principally mean the Land Owner and also the Developer who will also sign as Confirming Party in all Deeds or Conveyances which will be placed for registration in due course.
- (o) **PROPOSITION** here mean save and except what are prohibited by this Indenture, the Developer will have every right to the said land mentioned in **Schedule-A** herein below for the purpose of construction/development of Multi-Storied and Multi-Unit Building.

STANDARD

Sitzsal des
Königlichen
Proprietors



- (p) **CONSIDERATION** mean the object behind this agreement is to Develop and Construct and/or cause to be constructed a **P+4(four) Storied Residential Building** with modern amenities and standard materials in the said land and to meet all the expenses and/or remuneration, incidental thereto so that the Land Owner shall not require to spare or to borrow money or raise fund from any sources. The Developer shall arrange finance for such construction and the consideration value of the Developer Allocation shall be the cost of construction and in lieu of such consideration the Land Owner shall get constructed area of the said building as mentioned in Second Schedule hereunder.
2. **THIS AGREEMENT** shall be deemed to have commenced on and with effect from 17th **day of August, 2021.**
3. **THE LANDOWNER DECLARES AS FOLLOWS :**
- (a) That he is the absolutely seized and possessed of and/or well and sufficiently entitled to the said Land/Premises.
 - (b) That the said land/Premises are free from all encumbrances and the Owner has a marketable title in respect of the said Land/Premises.
 - (c) That the said Land/Premises is free from all encumbrances charges liens lispendens attachments trusts acquisitions requisitions whatsoever or howsoever. That Land owners will be responsible, if any dispute arise in future regarding title Deed.
 - (d) That there is no excess vacant land at the said Land/Premises within the meaning of the Urban Land (Ceiling and Regulation) Act, 1976.
 - (e) That there is no legal impediment for the Owner to obtain the Certificate under 230(A) (1) of the Indian Income Tax Act, 1961.

SAIBAL DEB
MURTHY
PROPRIETOR

4. **THE LANDOWNER AND THE DEVELOPER DO HEREBY DECLARE AND COVENANT AS:**

- (a) **That** the Land Owner here grants exclusive right to the Developer to undertake New Construction on the said land/premises in accordance with the plan or plans to be sanctioned by the **Siliguri Municipal Corporation**.
- (b) **That** all applications plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared and submitted by the Developer on behalf of the Land Owner at the and expenses of Developer.
- (c) **That** nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right title or interest in respect of the said land/premises in favour of the Developer other than an exclusive license or right to the Developer to do or refrain from doing the acts and things in terms hereof and to deal with the Developer's allocation.
- (d) **That** the Land Owner and the Developer shall exclusively entitled to their respective share of allocation in the Building with exclusive right to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the other and the Land Owner will not in any way interfere with or disturb the quiet and peaceful possession of the Developer's allocation.
- (e) **That** the Developer shall at its own costs construct and complete the **P+ 4(four) Storied Residential Building** at the said land/premises in accordance with the sanctioned plan and conforming to such specifications as are mentioned in the **Schedule-C** hereunder written and as may be recommended by

S. M. V. S. P. ENTERPRISE

S. M. V. S. P. ENTERPRISE
Proprietor

the Architect from time to time appointed for the purpose and it is hereby clearly understood that the decision of the Architect regarding the quality of the materials and construction shall be final and binding on the parties hereto.

- (f) **That** the Developer shall at its own cost do the necessary things and shall deal with the help of its Architect and prepare necessary building plan and after getting sanction to construct the P+ 4(four) Storied Residential Building thereon on the strength of the General Power of Attorney granted hereby by the Land Owner in favour of the Developer.
- (g) **That** the Land Owner doth hereby authorize the Developer to raise any fund/funds from any Bank and/or Financial Institution for the purpose of construction of the project and/or further to raise such funds from the intending buyer of the flats on booking of the flat/unit during construction period, either from the own source of the intending buyer or from any Bank or Financial Institution Financing the intending buyer. In such eventualities the Land Owner will raise no objection and if so demanded or required by the intending buyer or buyers or the Bankers and/ or the Financial Institution involved in financing the Project and/ or the Buyer, but the Land Owner shall never join, confirm and guarantee any Loan Agreement to be entered into between the intending buyer and the Developer herein for the purpose of sale either financing the Project or for the purpose of Sale of the Developer's allocation and Land Owner shall be kept out the purview for such confirmation, joining and giving guarantee there for ,but the Land Owner will create necessary equitable mortgage of the proportionate title of the said land in favour of the Bank

SECRETARY
S. K. Das
Nagardhar
PROPRIETOR

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and/or any Financial Institution upon receipt of the proportionate consideration in respect thereof. This clause will apply only respect of the Developer's Allocation.

- (h) **That** the Developer at its own cost install and provide such facilities that may be required to be provided to the statutory bye-laws and regulations of the Bengal Municipal Corporation Act and/or other related authorities and the Developer shall also be authorized by the Land Owner or to apply for and obtain temporary and/or permanent connection of water, electricity, gas and other facilities required for the proposed building.
- (i) **That** as from the date of making over possession the Siliguri Municipal Corporation rates and taxes as also other outgoing in respect of the said land and till such time as the possession of the said Land Owner's allocation is made shall be borne and paid by the Developer and all outstanding dues on account of Siliguri Municipal Corporation rates and taxes as also other outgoings up to the date of delivery of possession shall remain the liability of the Land Owner and shall be borne and paid by the Land Owner.

5. **THE LANDOWNER HEREBY AGREEE AND COVENANT WITH THE DEVELOPER AS FOLLOWS:**

- (1) Not to cause any interference or hindrance in the construction of the said Building at the said premises/land by the Developer.
- (2) 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 allocation portion in the Building at the said premises/land.

Satish Kumar Singh
PROPRIETOR

- (3) **Not to** let out grant lease mortgage and/or charge the said premises/land or any portion thereof without the consent in writing of the Developer's during the period of construction.
- (4) **To** remain bound to execute all agreement for sale or transfer concerning **Developer's allocation** and shall remain bound to execute a General Power of Attorney empowering the Developer to execute all such agreement for sale or transfer for and on behalf of the Land Owner concerning Developer's allocation of the building at the said land/premises.

6. **THE DEVELOPER HEREBY AGREE AND COVENANTS WITH THE LANDOWNER AS FOLLOWS :**

- (1) **To** complete the construction of the Building within **24 (Twenty Four)** months or may be extended up to **30(Thirty)** months from the date of sanctioning of the plan or the Land Owner making over vacant possession of the said premises/land whichever is later.
- (2) **Not to** do act deed or thing whereby the Land Owner is prevented from enjoying selling assigning and/or disposing of any of the Land Owners' allocation in the Building at the said premises/land.
- (3) **Not to** part with possession of the Developer's allocation or any portion thereof unless possession of the Land Owner's allocation is delivered to the Land Owners. **PROVIDED HOWEVER** it will not prevent the Developer from entering into any agreement for sale or transfer or to deal with the Developer's allocation. Developer will deliver the possession to landowner and developers portion at same time.
- (4) **To** keep the Land Owners indemnified 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

SUBRADEEP ENTERPRISES
Saijal Das Hegdekar
PROPRIETOR

and/or in the matter of construction of the said Building and/or for any defect therein.

MUTUAL COVENANTS AND INDEMNITIES:

- (1) **That** 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 performs and fulfils all the terms and conditions herein contained and/or on its part to be observed and performed.
- (2) **The** Land Owner and the Developer hereby declare that they have entered into this Agreement and Power of Attorney purely as a contract and nothing contained herein shall be deemed to construe as a partnership Between them or as a Joint Venture in any manner nor shall the parties hereto constitute an Association of persons.
- (3) **Immediately** upon obtaining vacant possession of the said land/premises from the Land Owner the Developer shall be entitled to demolish the existing building and all salvage materials arising there from shall belong only to the Land Owner.
- (4) **The** Land Owner shall do or execute or cause to be done or execute all such further deeds matters and things not herein specified as may be required to done by the Developer and for which the Developer may need the authority of the Land Owner, including any such additional Power of Attorney and/or authorization as may be required for the purpose **PROVIDED** that all such acts deeds matters and thing shall not in any way infringe on the rights of the Land Owner and/or go against the spirit of these presents.

SUBRADEEP ENTERPRISES

Sakthi & Co. Proprietor

- (5) **The** Land Owner shall not be liable for any Income-Tax, Wealth-Tax or any other taxes in respect of the Developer's allocation which shall be the liability of the Developer who shall keep the Land Owner indemnified against all actions suits proceedings costs, charges and expenses in respect thereof, similarly the Builders will not be responsible for any Tax/ Financial Liabilities of the Land Owner.
- (6) **The** Developer and the Land Owner shall mutually frame Scheme for the management and administration of the said Building or Buildings and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/Association and/or any other Organization who will be in charge of such management of the affairs of the Building or Buildings and/or common parts thereof.
- (7) **The** Land Owner shall deliver or cause to be delivered to the Developer all the Original Title Deeds, Up to date Municipal Corporation Tax Receipts, Electric Bill, Khajna Receipts and other necessary papers relating to the said premises simultaneously with the execution of these presents.
- (8) **The** Land Owner along with the intending buyers of flats and other units of the proposed building shall have the exclusive right title and/or interest in respect of the roof of the proposed building after its construction.

7. **LIQUIDATED DAMAGES & PENALTY :**

- (1) **The** parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the Force Majeure conditions i.e. Flood Earthquake Riot War Storm Tempest Civil

SHARAD DEEP ENTER
Proprietor
Shardul Kumar

Shardul

- Commotion Strike and/or any other act or commission beyond the control of the parties hereto.
- (2) **If** due to any willful act on the part of the Developer the construction and completion of the building is delayed then in that event the Developer shall be liable to such loss or damages to the Land Owners as shall be determined by the Arbitrators to be appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996.
- (3) **In the event** of the Land Owner committing breach or any of the terms and conditions herein contained or delayed in delivery of possession of the said land/premises as hereinbefore stated, the Developer shall be entitled to payments of and the Land Owner shall be liable to pay such losses and compensation as shall be determined by the Arbitrators so appointed provided however if such delay shall continue for a period of 6(Six) months then in that event in addition to any other right, which the Developer may have against the Land Owner, the Developer shall be entitled to sue the Land Owner for specific performance of this Agreement or to rescind this Agreement and claim refund of all the money paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.
- (4) **In the event** of the Developer is prevented from proceeding with the construction work during the continuance of such construction or prevented from starting the construction by any act on the part of the Land Owner or Land Owner's agents, servant, representatives or any person claiming any right under the Land Owner then and in that case the Developer shall have the right to claim refund of all sums paid by the Developer to the Land

SUBHRADEEP ENTERPRISE
Saisad & Co. Proprietor

Owners in the meantime together with interest at the rate 12% per annum and shall also be entitled to claim damages and losses which the Developer may suffer but the Developer's right to sue for specific performance of contract shall unaffected.

8. **ARBITRATION :**

- (1) Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning, construction or import of this Agreement cum Power of Attorney or their respective rights and liabilities as per this Agreement and cum Power of Attorney shall be adjudicated by reference to the arbitration of two independent Arbitrators, one to be appointed by each party, who shall jointly appoint an Umpire at the commencement of the reference and the Award of the Arbitrators or the Umpire as the case may be, shall be final and conclusive on the subject as between the parties and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.
- (2) Notwithstanding the foregoing provisions, the right to sue for specific performance of this contract by One Party against the other as per the terms of this Agreement cum Power of Attorney shall remain unaffected.

9. **JURISDICTION :**

All Courts within the limit of Siliguri and the District Court at Darjeeling shall have the jurisdiction to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

SCHEDULE-A

(Description of Land)

All that piece or parcel of land measuring about **5 (Five) Kathas or 0.0825 Acre** appertaining to and forming part of **R.S. Plot No. 11806**, recorded in **R.S. Khatian No. 2529/1**, J.L No-110(88) situated in Mouza-**Siliguri**, Paragana- Baikunthapur, Police Station,A.D.S.R. office and Sub-Division- Siliguri, Deshbandhupara, Road Zone Ward No.30 of Siliguri Municipal Corporation, Dist.- Darjeeling, PIN 734004.

The said land is bounded and butted as follows:-

By the North : 25 feet Siliguri Municipal Corporation Road,
 By the South : Sold land of Harendra Kumar Das,
 By the East : Shreya Apartment,
 By the West: : 6 feet wide passage than Three Storied residential Apartment.

SCHEDULE-B

(LANDOWNER'S ALLOCATION)

One flat measuring 1100 (Eleven Hundred) sq. ft. more or less including undivided proportionate share of staircase and lobby plus 20% super buildup area at the Second Floor (Front Side) and one flat measuring 925 (Nine Hundred Twenty Five) sq. ft. more or less including undivided proportionate share of staircase and lobby plus 20% super buildup area at the Second Floor (Back side) and one flat measuring 925 (Nine Hundred Twenty Five) sq. ft. more or less including undivided proportionate share of staircase and lobby plus 20% super buildup area at the Third Floor (Back Side) and one flat measuring 1100 (Eleven Hundred) sq. ft. more or less including undivided proportionate share of staircase and lobby plus 20% super buildup area at the Fourth Floor (Front Side) and one Open Car Parking Space measuring 400 (Four Hundred) sq. ft. more or less at the North West - Front side of the



SUNIL DEEP ENTERPRISE

Saibal Das Mondal

Ground floor and one Open Car Parking Space measuring 110 (One Hundred Ten) sq. ft. more or less at the South-East – extreme Back side of the Ground floor of the proposed P plus 4(Four) storied building (as per Floor plan to be approved) standing on “A” Schedule land together with proportionate share of land and all other common areas and facilities situated at Ward No. 30 of Siliguri Municipal Corporation.

SCHEDULE-C:
SPECIFICATIONS.

BUILDING : R.C.C Framed building.

WALLS : Brick Masonry 5” thick, partition 5” & 4” thick with cement plaster both side, plaster of paris or lime panning inside surface and outside surface finished with cement base paints

FLOORING: The floor of the bed rooms, drawing room, kitchen and dining space will be finished with 2 bye 2 Floor tiles.

KITCHEN : Cooking table top will also finished with marble and above table top up to 3’height will be finish with glazed tiles, stainless steel sink will be provided of standard size with one bib cock.

TOILET : Floor of the toilet will be Marble finish and wall of toilet will be finish with tiles up to the height of 6’-0” . One Indian or European pan, one shower and two bibcock will be provided.

WASH BASIN: One wash basin will be provided of standard size.

WINDOWS : All windows frame shall be made of Aluminum fitted with glass. All windows will be covered with grill work in steel frame and properly painted.

DOORS : Door frame will be made of wood, flush door with ply wood (Water proof) will be provided for each door.

SUNIL DEEP ENTERPRISES
Sairam Das Bhargava
PROPRIETOR

PLUMBING WORK: All inside water line in toilet & kitchen will be of C.P.V.C. pipe with C.P.V.C. fittings. All outside water lines, waste water lines, soil lines etc will be of U.P.V.C/ P.V.C. pipes with UPVC/P.V.C. accessories.

ELECTRIC LINES: All inside electric wiring will be concealed type. All bedrooms will be provided with two lights points, one fan point, one night lamp point and one 5 AMP. Plug point. Drawing room and dining space will be provided with two light points, one fan point (s), one 5 Amp. Plug point, kitchen will be provided with one light point, one exorcised point and one 15 Amp. Plug point. Toilet will be provided with one light point and one 15 Amp. Plug point.

SEWERAGE: All sewerage lines will be connected with the septic tank, surface drains will be provided connecting to the road side drains.

PAINTINGS : All inside wall will be provided with lime pani with one coat wall primer and all outside walls will be of Cement Paint. All doors and windows will provide with one coat of approved quality paints, over a coat primer.

WATER ARRANGEMENT: Over head water tanks will be provided for all along supply of water, one electric pump will be installed to lift the water from the well to over head tank.

Separate electric connection will be taken by the Land owners in respect of their land owner's allocation at their own expenses from W.B. State Electricity Distribution Co. Ltd. And also agreed that, regarding connection of electricity proportionate amount of quotation, bass bar, main switch, cable & other fittings will be paid by the Land owner in their respective share to the Developer. And GST if applicable as per government prescribed rate will be payable by the land owner for their respective Land Owner allocation to the Developer at the time of possession.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET AND SUBSCRIBED OUR HANDS AND SEALS TO THIS AGREEMENT THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES: -

Bitta Batta
S/o- mangal Dutta
Tinbatti more
Siliguri - 734005



LAND OWNER

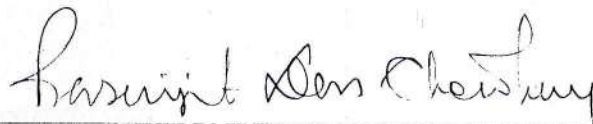
SUBHRADEEP ENTERPRISE



DEVELOPER

Drafted by me as per instruction of the Land Owner and Developer and printed in my chamber:

2) Parabi Das
Patil Paban Das
Shynguri, Jalpaiguri

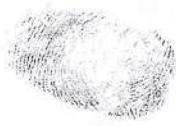


(Prasenjit Das Chowdhury)

Advocate, Siliguri

Enrolment No-WB-850 of 2004

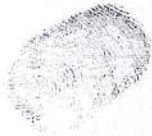
LAND OWNER/ FIRST PARTY

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					



Signature with date

DEVELOPER/ SECOND PARTY

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					



Signature with date

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SAIBAL DAS MAJUMDAR

NISHIKANTA DAS MAJUMDAR

27/01/1975

Permanent Account Number

AKWPM4459R

Saibal Das Majumdar
Signature



1802205

Saibal Das Majumdar

भारत सरकार
Government of India

Download Date: 01/12/2020

Issue Date: 02/11/2020

Saibal Das Majumdar
Date of Birth/DOB: 27/01/1975
Male/ MALE

8701 4849 1042
VID : 9193 8373 0777 1372

मेरा आधार, मेरी पहचान

Saibal Das Majumdar

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
P.C.SARANI, DESHBANDHUPARA,
Siliguri (M. Corp), Darjeeling,
West Bengal - 734004

8701 4849 1042
VID : 9193 8373 0777 1372

1947 | help@uidai.gov.in | www.uidai.gov.in

Saibal Das Majumdar


ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন
IDENTITY CARD GLQ2737641
 পরিচয় পত্র



Elector's Name	Saibal Das Majumdar
নির্বাচকের নাম	শৈবাল দাস মজুমদার
Father's Name	Nishi Kanta
পিতার নাম	নিশি কান্ত
Sex	M
লিঙ্গ	পুং
Age as on 1.1.2001	25
১.১.২০০১-এ বয়স	২৫

Saibal Das Majumdar

Address
 Deshabandhu Para Siliguri Darjeeling
 734404

ঠিকানা
 দেশবন্ধু পাড়া শিলিগুড়ি দার্জিলিং ৭৩৪৪০৪


 Facsimile Signature
 Electoral Registration Officer
 নির্বাচক নিবন্ধন আধিকারিক

For 25-Siliguri
 Assembly Constituency
 ২৫-শিলিগুড়ি
 বিধানসভা নির্বাচন ক্ষেত্র

Place Darjeeling
 স্থান দার্জিলিং

Date 13.03.2001
 তারিখ ১৩.০৩.২০০১

3639617

Saibal Das Majumdar

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JAYANTA BALA
SITANATH BALA

27/02/1975
Permanent Account Number
APRPB9123K

Jayanta Bala
Signature



Jayanta Bala

 ভারত সরকার
Government of India


জয়ন্ত বাল
Jayanta Bala
পিতা : সীতানথ বাল
Father : Sitanath Bala
জন্মতারিখ / DOB: 27/02/1975
পুরুষ / Male

9630 1473 1433

আধার - সাধারণ মানুষের অধিকার



 আধার
ভারতের সর্বজনীন পরিচয় প্রাপ্তিকরণ
Unique Identification Authority of India

ঠিকানা: এ পি সি সরানী
দেশবন্ধু প্যারা, সিলিগুরি (মি. কর্প.)
সিলিগুরি টাউন, দার্জিলিং, পশ্চিম বঙ্গ

Address: A P C SARANI,
DESH BANDHU PARA,
Siliguri (M. Corp), siliguri
Town, Darjeeling, West
Bengal, 734004

9630 1473 1433

1947
1800 300 1947

 help@uidai.gov.in

 www.uidai.gov.in


 ভারতের নির্বাচন কমিশন
 পুরিচয় পত্র
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 WB/04/025/0783654



নির্বাচকের নাম : জয়ন্ত বাল্য
 Elector's Name : Jayanta Bala
 পিতার নাম : সীতানাথ বাল্য
 Father's Name : Sitanath Bala
 লিঙ্গ/Sex : পুং/ M
 জন্ম তারিখ : 27/02/1975
 Date of Birth : 27/02/1975



WB/04/025/0783654

ঠিকানা:
 দক্ষিণ দেশবন্ধু পারা, শিলিগুড়ি সিটি কর্পোরেশন, শিলিগুড়ি,
 দার্জিলিং, 734004

Address:
 DAKSHIN DESHBANDHU PARA,
 SILIGURI (M CORP.), SILIGURI,
 DARJEELING, 734004



Date: 28/01/2011

26-শিলিগুড়ি নির্বাচন কেন্দ্রের নির্বাচক নিবন্ধন অধিকারিকের
 স্বাক্ষরের সনাক্তি
 Facsimile Signature of the Electoral
 Registration Officer for
 26-Siliguri Constituency

টিকসহ পরিবর্তন হলে নতুন ঠিকানায় কেন্দ্রের নির্বাচক নিবন্ধন অধিকারিকের
 সনাক্তি লাগবে।
 In case of change in address mention this Card No.
 in the relevant Form for including your name in the
 roll at the changed address and to obtain the card
 with same number.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার
ভারত সরকার
Unique Identification Authority of India
Government of India

তালিকাভুক্তির আই ডি / Enrollment No.: 1215/91626/01614

To
বিটু দত্ত
Bittu Dutta
20/06/2015 JYOTIRMAY COLONY SILIGURI BAZAR
Siliguri Municipal Corporation
Siliguri Bazar
Rajganj Jalpalguri
West Bengal 734005
7679576905
267 466757
MP674667570FT



আপনার আধার সংখ্যা / Your Aadhaar No. :

3965 7772 2084

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Government of India



বিটু দত্ত
Bittu Dutta
পিতা : মঙ্গল দত্ত
Father : MANGAL DUTTA
জন্মতারিখ / DOB : 23/03/1997
পুরুষ / Male



3965 7772 2084

আধার - সাধারণ মানুষের অধিকার

Bittu Dutta

Major Information of the Deed

Deed No :	I-0402-02013/2021	Date of Registration	17/08/2021
Query No / Year	0402-2001508442/2021	Office where deed is registered	
Query Date	16/08/2021 3:15:11 PM	0402-2001508442/2021	
Applicant Name, Address & Other Details	PRASENJIT DAS CHOWDHURY MAHANANDAPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9733045264, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 94,45,000/-	Rs. 94,49,998/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: DESHBANDHU PARA, Road Zone :-(Ward No.30 --.Ward No.30) , Mouza: Siliguri, , Ward No: 30 JI No: 88, , DESHBANDHUPARA Pin Code : 734004

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-11806	RS-2529/1	Bastu	Bastu	5 Katha	94,45,000/-	94,49,998/-	Width of Approach Road: 25 Ft.,
Grand Total :					8.25Dec	94,45,000 /-	94,49,998 /-	

Land Lord Details :

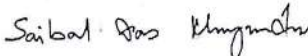
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr JAYANTA BALA (Presentant) Son of Late SITANATH BALA Executed by: Self, Date of Execution: 17/08/2021 , Admitted by: Self, Date of Admission: 17/08/2021 ,Place : Office			
		17/08/2021	LTI 17/08/2021	17/08/2021

DESHBANDHUPARA, City:- Siliguri Mc, , P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APxxxxxx3K, Aadhaar No: 96xxxxxxxx1433, Status :Individual, Executed by: Self, Date of Execution: 17/08/2021
 , Admitted by: Self, Date of Admission: 17/08/2021 ,Place : Office

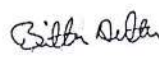
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SUBHRADEEP ENTERPRISE GOPALMORE, DESHBANDHUPARA, City:- Siliguri Mc, , P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 , PAN No.:: AKxxxxxx9R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details :				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SAIBAL DAS MAJUMDAR Son of Shri NISHI KANTA DAS MAJUMDAR Date of Execution - 17/08/2021, , Admitted by: Self, Date of Admission: 17/08/2021, Place of Admission of Execution: Office			
		Aug 17 2021 1:00PM	LT1 17/08/2021	17/08/2021
DESHBANDHU PARA, City:- Siliguri Mc, , P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx9R, Aadhaar No: 87xxxxxxxx1042 Status : Representative, Representative of : SUBHRADEEP ENTERPRISE (as PROPRIETOR)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BITTU DUTTA Son of Mr MANGAL DUTTA TINBATTI MORE, City:- Siliguri Mc, , P.O:- SILIGURI BAZAAR, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734005			
	17/08/2021	17/08/2021	17/08/2021

Identifier Of Mr JAYANTA BALA, Shri SAIBAL DAS MAJUMDAR

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr JAYANTA BALA	SUBHRADEEP ENTERPRISE-8.25 Dec

On 17-08-2021

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

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

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

Presented for registration at 12:38 hrs on 17-08-2021, at the Office of the A.D.S.R. SILIGURI by Mr JAYANTA BALA ,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 94,49,998/-

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

Execution is admitted on 17/08/2021 by Mr JAYANTA BALA, Son of Late SITANATH BALA, DESHBANDHUPARA, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business

Indetified by Mr BITTU DUTTA, , , Son of Mr MANGAL DUTTA, TINBATTI MORE, P.O: SILIGURI BAZAAR, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Business

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

Execution is admitted on 17-08-2021 by Shri SAIBAL DAS MAJUMDAR, 'PROPRIETOR, SUBHRADEEP ENTERPRISE, GOPALMORE, DESHBANDHUPARA, City:- Siliguri Mc, , P.O:- SILIGURI TOWN, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Mr BITTU DUTTA, , , Son of Mr MANGAL DUTTA, TINBATTI MORE, P.O: SILIGURI BAZAAR, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2021 9:20PM with Govt. Ref. No: 192021220053710301 on 16-08-2021, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR1660065 on 16-08-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 5,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 1051, Amount: Rs.5,000/-, Date of Purchase: 11/08/2021, Vendor name: T Roy
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/08/2021 9:20PM with Govt. Ref. No: 192021220053710301 on 16-08-2021, Amount Rs: 5,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKR1660065 on 16-08-2021, Head of Account 0030-02-103-003-02

Syngden

Sangha Ratna Syngden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2021, Page from 81238 to 81270

being No 040202013 for the year 2021.



Digitally signed by SANGHA RATNA
SYANGDEN

Date: 2021.08.21 14:27:25 +05:30

Reason: Digital Signing of Deed.

Syangden

(Sangha Ratna Syangden) 2021/08/21 02:27:25 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SILIGURI

West Bengal.

(This document is digitally signed.)