

SL. 1520

V/e-112/2023

(14)

I-1542/2023

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

पश्चिम बंगाल WEST BENGAL

H 348852

H 349852



CERTIFIED THAT THE DOCUMENT
ADMITTED INTO REGISTRATION
THE SIGNATURE SHEETS AND
THE ENDORSEMENT SHEETS
ATTACHED WITH THIS DOCUMENT
ARE PART OF THIS DOCUMENT

District Sub-Registrar
Cooch Behar

24 FEB 2023

**DEED OF DECLARATION FOR DEVELOPMENT OF
MULTISTORIED BUILDING UNDER THE NAME AND
STYLE OF "IDEAL'S SNEHALATA"**

THIS AGREEMENT FOR DEVELOPMENT OF MULTISTORIED
BUILDING made on the 23rd day of February, 2023.

BETWEEN

I, Smt. Laxmi Chowdhury, PAN-ABYPC6103D, W/O. Late Nirendra Narayan Chowdhury, by Nationality - Indian, by religion - Hindu, by Occupation - House Wife, residing at West Khagrabari, Near Hotel Sarbasree, P.O. Khagrabari, P.S. Pundibari, Dist. Cooch Behar, hereinafter referred to as the hereinafter referred to as OWNER/LANDLORD/VENDOR (which terms and expression unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and assign) the **FIRST PART.**

Laxmi Chowdhury

TECHNO

Tanushree Bhadra
Proprietor

Serial No. 765 Date 20.02.2023
Name of Vendee Laxmi Chowdhury
Address of Vendee Laxmi Chowdhury
Stamp Purchased from Cooch Behar Treasury - I
Date of Purchase from Treasury 20.02.2023
Utpal Kumar Chakrabarty
Stamp Vendor, Cooch Behar Sadar
Licence No - 11 of 2002 - 2003
Date 20.02.2023

& Others.
Cooch Behar

16 FEB 2023

i Chandini

LTI-363
20.02.2023
STAMP PURCHASED FROM
COOCH BEHAR TREASURY - I
DATE OF PURCHASE FROM
TREASURY 20.02.2023



Chaudhary

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CHNO
Sri Bhadrachari
Proprietor

District Sub-Registrar
Cooch Behar

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23 FEB 2023

Utpal Kar
Sri Gobinda Kar
Namanbosh

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AND

Laxmi Chowdhury

TECHNO

*Tanushree Bhadra
Proprietor*

TECHNO having PAN NO-AIXPB0320M, Represented by its proprietor Smt. Tanushree Bhadra, W/O- Sri Ujjwal Bhadra having its registrar Office at, C/O- Techno, M.J.N. Road Near Madam Mohan Temple, P.S- Kotwali, P.O & Dist- Cooch Behar, PIN- 736101 in the state West Bengal here in after called and referred to as the DEVELOPER (Which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, administrators and representatives) of the OTHER PART.

WHEREAS one of the party of the 1st part Smt. Laxmi Chowdhury herein (LANDLORD/VENDOR) is the absolute owner and are seized and possessed and/or otherwise well and sufficiently entitled to all that piece and parcel of land measuring 0.10 Acres of land be the same a little more or less appertaining to Thak No.963, J.L.No.89, Mouja - Khagrabari, Touji No.121, Annual Rental of which Rs.2.00, Total Land recorded in L.R. Khatian No.2039, R.S. Dag No.3868 Corresponding to L.R. Plot No.4927, P.S. Kotwali, Dist. Cooch Behar was owned and possessed by Anil Kumar Roy, Amarendra Prasad Roy, Dilip Kumar Roy & Manoj Kumar Roy.

WHEREAS while owing and possessing the said land Anil Kumar Roy, nAmarendra Prasad Roy, Dilip Kumar Roy & Manoj Kumar Roy have also sold out theirs 0.12½ Acres of land to Smt. Laxmi Chowdhury through a registered Sale Deed being Book No. I, Deed No.920, Vol.No.16, Page No.38 to 40, dated 22.01.1971., Executed before the District Sub-Registrar, Cooch Behar and delivered possession to her.

AND WHEREAS by virtue of the said aforesaid Registered Sale Deed the **VENDOR/LAND LORD Smt. Laxmi Chowdhury** after acquiring and possessing and accepting her demarcated 0.10 Acres of land in Mouja- Khagrabari under the Khagrabari Gram Panchayet and the said Vendor/Landlord after acquiring and possessing the said land her name has been duly mutated in the present settlement records in finally published L.R.R.O.R. in L.R. Khatian being No. 2039 and recorded total 0.10 Acres of land in L.R. Plot No.4927 which is described in schedule below.

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AND WHEREAS the parties of the first part in this way have become the absolute owner and possessor of the piece of land as per schedule below at West Khagrabari, Near Hotel Sarbasree, P.O.Khagrabari, P.S.Pundibari, Dist.Cooch Behar, more particularly mentioned in the schedule 'A' below.

AND WHEREAS the party of the second part was seeking a suitable vacant land for Development and Construction of multistoried building consisting of number of Parking, Flat for Residential and Commercial purpose and some portion of floor for Flats for sale in ownership basis and for this purpose the party of the second part approached to the party of the first part for theirs below schedule land.

AND WHEREAS thereafter the FIRST PART mutually agreed to construct a multi storied building with the joint collaboration with **TECHNO** having its Registered office at M.J.N.Road, 1st Floor, Near Madam Mohan Temple, P.S- Kotwali, P.O. & Dist. Cooch Behar, PIN 736101.

NOW THIS AGREEMENT is made and executed by and between the parties of the **First Part** and **Second Part** under the following terms and conditions :-

1. That the parties of the first part owners of land shall handed over the landed property, mentioned here-in-below to the party of the Second part with all rights for the Development of land and building and do necessary acts related to development and construction of multistoried building on the said premises and to represent all offices on behalf of the land lords except sell and mortgage of any portion of land allocation without the consent of the land lord.
2. That the 2nd part shall delivered finished Flat to the 1st part landlords as per enclosed allocation details.
3. That the building constructed as per approved plan of appropriate authority and the Basement Floor is for Parking & Ground Floor & First Floor for Commercial purpose use and the others Floor shall be residential.
4. That the developer 2nd part shall complete the said building by 24(Twenty Four) month from the date of the execution of Development agreement.
5. That the Developer intend to develop/construct B+G+5 floor Building at the cost of developer/confirming party and as per approved or post fact approved building plan.

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Janshuu Khadua
Proprietor

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6. That the developer/the party of the second part has liable to construct the building as per approved/post fact approved plan by the Khagrabari Gram Panchayet. Any diversion needed on the approved plan later on shall have to be approved by the appropriate authority and the 1st part and 2nd part or theirs constituted attorney jointly signed in the building plan before submission in Khagrabari Gram Panchayet Office or appropriate authority for post fact approval.
7. That after completion of construction in the presentation form as per the plan sanctioned by appropriate authority the party of the second part/the developer shall hand over the possession to the parties of the 1st part as described hereunder within the stipulated time.
8. That after hand over of the land lord allocation to the land lord/the parties of the 1st part, the Developer Shall have the absolute right on all the remaining construction proposed to be made at present or in future on the said below schedule lands. The land lords/ the parties of the first part after receipt of their shares as mentioned earlier shall have no right to claim or object for such present or future construction.
9. That after handing over of the possession of the land lord's portion/share, by the party of the 2nd part/developer, to the parties of the 1st part, the rest portion of the complete building shall be treated as share of developer/the party of the 2nd part, together with undivided proportionate shares of land of the said premises as mentioned in the schedule below.
10. That the party of the 2nd part shall have every right to enter into the agreements with any prospective buyers for sale/rent of commercial place, Flat, parking spaces etc. of the said building or any rent to any third party or any future construction, excluding share of 1st part.
11. That the party of the 1st part shall have every right to enter into the agreements with any prospective buyers for sale/rent of commercial place, Flat, parking spaces etc. of the said building or any rent to any third party or any future construction, excluding share of 2nd part.
12. That the party of the 1st part or his lawful constituted attorney shall remain liable to sign on the agreements to be prepared for sale of commercial Place, Flats, Parkings etc by the developer/the party of the 2nd party to the proposed purchasers etc. if required.

Laxmi Chaudhary

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Tamshree Shukla

Proprietor

13. That all sorts of liabilities regarding any agreements related to the said proposed building shall lie on the party of the 2nd part in spite of tripartite Agreement on any Agreement proposed to be made by the developer for sale of Flats etc excluding the portions/shares of the Land Lords.
14. That the party of the 2nd part shall have the right to accept advance or any sorts of payments including the final payments from any prospective buyers or tenants of Commercial place, Flats parking space etc, at their own discretion.
15. That in case of any advance or any sorts of amount received /to be received by the party of the 2nd part from any proposed buyers etc, the parties of the 1st part shall never be liable in any manner for such amounts received/to be received by the party of the 2nd part.
16. That the party of the 2nd part is at liberty to take financial assistance from any bank, financial institution etc. in that case the parties of the 1st part or their undivided shares of land including the Flats and parking spaces to be allotted to them on to the said proposed building shall not be charged by the financier etc. in any manner for realization of debts from the parties of the 2nd part.
17. That the name of the proposed building on the below schedule of land shall be **IDEAL'S SNEHALATA**.
18. That the 2nd Part/developer shall bear all expenses relating to building plan and all other related expenses regarding construction/development of the said Multistoried Building.
19. That the Land Lords shall not be liable in any manner from the date of execution of this Deed of Agreement for Development/construction of the Building.
20. That the 1st part is not liable for any advance taken by the Developer/ Confirming Party from any third party or proposed purchaser.
21. That the parties of the 2nd part/Developer shall bear all expenses for the construction/development of the Multistoried Building out of their own source or through financial assistance from any organization including bank etc. as per their convenient.

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22. That the parties of the 1st part shall not be liable for any loan taken by the party of the 2nd part.

23. That the 1st part shall bound to registered the Developers allocation as per Development agreement infavour of the 2nd part or any person or proposed buyers of the 2nd part after completion or handed over the Land Lords Share as per Development Agreement.

24. That the said below mentioned common areas & facilities shall be enjoyed by all the Flat owners including Land Lords of the said proposed building to be constructed on the lands mentioned in the scheduled hereinafter.

- a) Corridors ,Stairways, Pathway ,Common toilets, pump rooms, roof ,water pump and motor and all other common things and lift.
- b) All other facilities as mutually be agreed and be settled by all the Flat owners as joint owners of the said building including their nominees or legal heirs.

OWNERS' ALLOCATION:

Shall mean the absolute right over 30% (Thirty Percent) proportionate share of the constructed area of the Proposed Building together with the undivided Proportionate right, title, interest in the said land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building/s. The said area is to be mutually demarcated by the owner & Developer in due course of time. However the Owners/s, shall bear and pay to the developer the proportionate costs for electrical infrastructure and also for the amenities/facilities/Club house charges, Diesel Generator set, similarly/equally as charged by as per the scheme of the developer to any other intending buyer, the owners/s hereby expressly agrees to the same and nor the Owner/s shall claim any amount or object the Developer from collecting the same from the intending buyer/s of the share of the Owner/s allocation and/or of the Developer/s allocation.

Laxmi Chaudhary

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Janshree Bhadani
Proprietor

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Janshree Phadke
Proprietor

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DEVELOPERS ALLOCATION

In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space and absolute right over 70% (seventy) proportionate share of the constructed area of the Proposed Building together with the undivided Proportionate right title, interest in the land and attribute to the said area common facilities and amenities including the right to use thereof in the said premises upon construction of the said building and the developer shall be entitled to enter into agreement/s for sale and transfer at its own name with any transferees for their Residential/ commercial purpose/es and to receive and collect all moneys in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owners and this agreement by itself shall be treated as consent by the owners and comply with all other obligation of the developer to the owners under this agreement. It is further agreed that the developer shall execute the deed of conveyance to the transferee/s of its allocation to which the Owner/s hereby agrees and shall never raise any objection and/or dispute the same for which the Owner/s shall give an irrevocable registered power of attorney in favour of the Developer for transfer of the share of the developer's allocation only. In case the Developer or any of its intending purchaser/s and/or transferee/s shall require the Owner/s to be a party in the deed of conveyances and/or agreement/s to sale or any other document/s the Owner/s or her power of attorney holder hereby expressly agrees to be a party in such deed of conveyance/s, agreement/s to sale or any other document/s for effectively conveying the absolute right, title and interest therein, in such case the

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developer shall be a confirming party in all such deed/s, agreement/s to sale or any other document/s. The owner/s hereby expressly confirms and admits that the developer shall be a confirming party in all the deed/s of conveyance, agreement/s to sale or any other document/s to be executed in favour of any of the transferee/s or intending purchaser/s of the share of the owner's allocation. premises by the developer or by their acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.

THE OWNER'S OBLIGATION

1. The owners hereby agree and covenants with the developers not to do any acts or deed or things whereby the developers may be prevented from selling and/or disposing of any part of the Developers Allocation in the new building/s.
2. The owners hereby agree and covenants with the developers not to let out mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction and/or during the subsistence of this agreement. However, the owner shall always have the right to enter into the agreement for sale/lease and transfer in respect of the "Owners Allocation" only with the consent of the developers wherein the developer shall be a confirming party to all. such agreement/s to sale/lease and transfer of any right, title, interest etc. during the period of construction work and/or during the subsistence of this agreement and only after the completion of the construction work and handing over the possession of the "Owners Allocation and fulfillment of all obligations under this agreement and/or any further agreement, the Owners shall be entitled to deal with or dispose the remaining portion of the "Owners Allocation".

✓ Laxmi Chaudhary

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Janshu Bhada
Proprietor

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3. That the owners shall co-operate and arrange to hand over the vacant possession of the said landed property after clearing all kind of dispute if any with whomsoever.

THE DEVELOPER'S OBLIGATION

1. That the Developer hereby agree and covenants with the owners to complete the construction of the "Owners Allocation" in the new building at the said premises in terms of the sanctioned plan/s after handing over of the clear and vacant possession of the said premises for construction within a period of 02 (Two) years from the date of sanction of final floor and architectural plan from the competent authorities and peaceful, vacant & physical hand over of possession of the said premises from the owners for the purpose of development. Such period shall however exclude any delay, which does not occasion due to any fault or negligence (Force Majeure) on the part of the developers in the course of construction.
2. The developers hereby agree and covenants with the owners not to do any act, deed or thing whereby the owner is prevented from enjoying, selling, assigning and/or disposing of any of the "Owners Allocation" units and area in the new building at the said premises, subject to the terms and conditions herein contained.
3. That if the Developers fails to complete the construction of the owners Allocation of the new building at the said premises within the time specified above, in that event the developer shall be accorded with a further grace period of 12 (Twelve) months to complete such construction.

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Laxmi Choudhary

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Jannushree Bhaskar
Proprietor

4. Respective statutory liabilities such as Income Tax, Sales Tax, Goods and Service Tax (i.e. GST), Capital Gain/s and any other tax liabilities in respect of the development of the said premises shall be borne by the Developer and the Land Owner respectively.
5. The Developer shall construct such building/s. in conformity with the sanctioned building plan as aforesaid on the said premises permissible under the building rules and regulations and bye-laws of the Cooch Behar Zilla Parishad with any modification/s, alteration/s, revision/s as the Developer deems fit and proper.
6. The developer shall indemnify and keep the owners saved, harmless and indemnified in, respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the developer during construction of the new building and/or buildings, including claims by the owners of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the developer on any account whatsoever, including any accident or other loss, any demand and/or claim made by the owners of the developer area and the developer shall also indemnify and keep the owners indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the developer, in pursuance of the authorities granted as aforesaid.



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Laxmi Chaudhary

TECHNO
Janashree Sharma
Proprietor

7. That the Developer at its own cost and expenses shall obtain connections for water, electricity etc. for common areas, Landscaping and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction use and enjoyment of the Buildings. The said connection may be in the name of the Developer and/or the Owner and/or both of them.

FORCE MAJEURE

The parties hereto shall not be liable for, any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

MISCELLANEOUS

1. The Owners and the Developers have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a demise or assignment or conveyance law or transfer in any way or Partnership between the Developer and the Owners or as a joint venture between the parties here to in any manner nor shall the parties hereto constitute an Association of Persons nor the Owner/s has parted away the possession of the said premises or transferred the land to the developer in any way or for any other purpose but only for the purpose of development of the said premises. None of the parties shall be entitled to challenge legality.

Laxmi Chaudhary

TECHNO
Tanishree Shinde
Proprietor

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and/or validity or enforceability of this agreement on the ground of it being inadequately stamped and if the same is required to be stamped/impounded at any time hereafter the charges thereof shall be equally borne by the parties herein.

2. It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deed, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been made herein and the Owners here by undertake to do all such acts, deeds, matter and the Owners shall executed any such additional Power/s of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional application and other documents as the case may be, provided that all such acts, deeds, matters and things do in any way infringe the right of the Owners and/or go against the spirit of this Agreement.
3. Any Notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners, if delivered by hand and duly acknowledge or sent by pre-paid registered Post with acknowledgment due to the respective addresses of the Owners and shall likewise be deemed to have been served on the Developer if delivered by hand or pre-paid registered Post with acknowledgement due to the respective address of the Developer.

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✓ Laxmi Chakraborty
TECHNO
Tanushree Bhadra
Proprietor

4. The developer shall alone be solely authorized to frame the 'scheme for the upkeep, management, maintenance and administration of the said new buildings/blocks at the said premises and/or common part thereof. The Developer is hereby also authorized at its sole discretion to appoint a commercially run facility manager/s for the upkeep, management, maintenance and administration of the said new buildings at the said premises and/or common part/s including amenities and facilities thereof at the monthly/quarterly/halfyearly/yearly charge/s, cost/s and service charges etc. as mutually decided and agreed between the Developer and the said facility manager/s and the Owners and their transferee/s hereby agrees to pay such charges, cost/s, and service charge/s etc. as levied by the Facility manager/s and/or by the Developer and also to abide by all the Rules and Regulations of such Management/Society/Association/ Holding Organization/Facility Manager/s and hereby give their consent to abide by the same.

5. As and from the date of completion of the new building, the Developer and/or their Transferees and the Owners and/or their transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their Allocations.

Laxmi Chaudhary
TECHNO
Jaisankar
Proprietor

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6. The entire roof/terrace of the building, until the completion of the construction and grant of occupancy certificate by the competent Authority, shall belong to the Developer and the Owners in proportion to the areas comprised in their respective allocation.

COMMON FACILITIES AND AMENITIES:

Shall mean corridors, stairways, passage ways, approach roads, lifts, pump room/s, tube well, overhead tank, water pump, generator room, fire protection, transformer and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, enjoyment, maintenance and/or management of the building.

RIGHT TO CONSTRUCT ON THE ROOF:

In case permission from the appropriate authority can be obtained for further construction on the Roof of the Building, they shall amicably settle the Right over the Roof of the Building.

THE PLAN:

Shall mean the plan or plans, elevation, design, drawings and specifications of the building will be sanctioned by the Coochbehar Zilla Parishad or authority including modification or variation thereof which may be made from time to time.

OLD BUILDING/STRUCTURE/S:

Shall mean the building or portion thereof and the structure at present existing at the said premises which belongs to the owners and shall be vacated by the Owner/s within 30(Thirty) days from the date of execution/signing of this Agreement.

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Laxmi Chaudhary

TECHNO
Janshree Bhadani
Proprietor

OWNERS
REPRESENTATION

1. The owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said land, more fully and particularly described in the land schedule hereunder written.
2. Except the Owner, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or anyportion
3. That the said premises is free from all encumbrances, charges, liens, impendences, attachments, trust, acquisition, requisitions, whatsoever or howsoever.
4. There is no vacant land at the said premises within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976. There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owners or any person claiming under them or any of them.
5. It is agreed and understood by and between the parties hereto that the owners shall sign all such forms and papers as would be required by the developers for the purpose of obtaining such clearance certificates for transfer of the undivided proportionate share of land pertaining to the area falling under the developers Allocation at the cost of the owners.
6. That the owners are in absolute peaceful possession of the aforesaid land and shall handover the peaceful Vacant possession of the said land after demolishing the existing Old Building/s within 30(thirty) days from the

Laxmi Daudhwar

TECHNO
Janshree Bhadur
Proprietor

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date of execution/signing of this Agreement. If any dispute/s arises during or after handing over of peaceful possession of the aforesaid land by the Owner/s to the Developer the Owner/s shall be liable to settle all such dispute/s and/or litigation/s at their own cost/s and expense/s.

7. That the owners have a clear, good marketable title in respect of the said landed property.
8. That there is no suit or legal proceeding pending before any court/courts not there is any threat of any legal proceeding being initiated against the first party/owners in respect of the entirety of the said landed property on any account whatsoever or howsoever.
9. That in case if in future any dispute or litigation arises or is found pending with respect to the said land as more fully described in the schedule below, the same shall be settled by the First Party/Land owners at their own cost/s and expense/s the Second Party shall cooperate and assist the First Party in doing so, but the second party shall not bear any expenditure in relation thereto.
10. That the first party/owners have not entered into any agreement for sale, transfer, development nor has created any interest of any third party into or upon the said premises or any part or portion thereof prior to entering this Agreement for Development

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DEVELOPERS RIGHT&REPRESENTATION

The owners hereby grants subject to what has been hereinafter provided the exclusive right to the Developer to build, and to commercially exploits,construct,erect and complete the said residential/commercial building comprising the various sizes by entering into agreements for sell and/or transfer and/or construction in respect of the developer allocation only in accordance with plan as will be sanctioned by the appropriate authorities with or without amendment and/or modification made or caused by the developer in future with the approval of the sanctioned authority at its own costs.

2. The Developer shall be entitled to modify or alter the plan if the Developer, deems fit with the consent of the owners and to submit the same to the Coochbehar Zilla Parishad or any other appropriate authorities in the name of the owners for revised sanction and/or approval.

3. All applications, plans and other papers and documents as may be required in future by the developer for the purpose of obtaining necessary sanction from other appropriate authorities shall be prepared by the Developer/s at its own cost and shall be signed by the owners and/ or the developers (as duly authorized representative in their behalf) and submitted by the Developers at the developers own cost and expenses for approval/sanction. Provided However that the Developers shall be exclusively entitled to all refunds of all and any payments and/or deposit/s made by the developers in connection there with.

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Laxmi Chaudhary

TECHNO
Janshree Builders
Proprietor

4. The Developer shall be entitled absolutely to its respective space/s, areas and/or unit/s and shall be at liberty to deal therewith in any manner they deem fit and proper subject to the general restrictions for mutual advantage applicable to all the unit/s. The Developer shall also be at liberty to enter into agreement/s for sale of it/s allocation and receive part and/or full consideration thereof.
5. The owners will execute a registered General power of Attorney in favour of the developer for the sale of the Developers allocation by the Developer.
6. Developer is fully authorized to develop the aforesaid land by constructing the multistoried Building/s the below schedule land and handover the owners allocation upon completion of the construction to the owners, and give possession and delivery to prospective purchasers and deal with the developers allocation only as it deems fit and proper. The developer is entitled to enter into agreement to sale with intended purchaser/s for the Developers allocation and receive the advance money and other payments thereof at any stage.
7. That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the Promoter and/or Developer under the prevalent laws, if and as applicable, and for that to sign execute and deliver all applications, forms, documents, papers etc.

Laxmi Chandra

TECHNO

Tanushree Bhadra
Proprietor

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8. The Developer shall be entitled to obtain loans, etc, from any banks, Financial Institution etc. if needed, for development of the said building/s or charge or mortgage the said landed property and also to enable the Transferee/s and/or the intending purchaser/s to apply and obtain hassle free housing loan/s and/or any other loan/s as required and the Owner/s shall cooperate with the Developer for the sanction of such loan/s and shall provide and sign all such documents as and when required.
9. That the developer shall be solely liable and responsible to settle all the issues, disputes arising and related to the construction of said building/s at its own cost. All the construction hazards including the workmen issues shall be settled by the developer at its own cost and expenses.

SCHEDULE OF LAND - A

District: Cooch Behar, P.S. Pundibari, Mouza- Khagrabari, Thak No. 963, J.L. No. 89, R.S. Khatian being No. 794 & 1519 Corresponding to L.R. Khatian being No. 2039, R.S. Plot No. 3868 Corresponding to L.R. Dag No. 4927, Total Land- 0.10 Acres, Classified as - "Bastu".

TOTAL LAND IS BUTTED AND BOUNDED AS FOLLOWS:

- To the North : Land of Baidya Nath Roy ;
To the South : Pucca Road ;
To the East : Land of Dhiren Das & Others ;
To the West : Vacant Land.

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SCHEDULE OF LAND - B

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Laxmi Chowdhury
TECHNO
Tanushree Bhadani
Proprietor

Sl. No	Detail of land Lord.	TITLE DEED NO.	DATED	KHATI AN NO.	R.S. PLOT NO	L.R. PLOT NO.	AREA OF LAND
1.	Smt.Laxmi Chowdhury.	Sale Deed Being No. I-920.	22.01.1971	2039	3868	4927	0.10 ACres

Total Land - 0.10 Acres (through Sale Deed).

SCHEDULE - C (Specification)

SL. No.	Item	Residential	Commercial
A. Structural			
1	RCC Fame Structure as per Geo Technical Report IS CODE MAINTAINED EARTHQUAKE ZONE (V) protective Design	Yes	Yes
2	Floor & Roof Slab Thickness	125/100 mm	125 mm
3	External Brick Wall	125 mm	125 mm
4	Internal Brick wall	125/75 mm	125/75 mm
5	Toilet Brick Wall	125/75 mm	125/75 mm

B. Finishing : Flooring

1	Room	Floor Tile 2'x2'(Vetrified)	NA
2	Kitchen	Floor Tile 2'x2'*Refer	NA

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Laxmi Chaudhary

TECHNO
Tanushree Shinde
Proprietor

		Note	
3	Toilet	Kota/Marble/Anti Skid Titles	Kota/Marble
4	Stair	Kota/Marble	Kota/Marble
5	Cooking Platform	Black Granite	NA

C. Finishing : Door

1	Main Door	Steel Door/Flush Door Shutter with both side Teak vinier finish	MS Rolling Shutter
2	Other Doors	Flush Door shutter with both side commercial synthetic enamel paint finish	NA
3	Door Frame	Sal Wood/Glass	NA

D. Finishing Window

1	Windows	Anodised Aluminium Frame with sliding Glass Panel.	Anodised Aluminium frame with sliding Glass panel
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E. Finishing Misc

1	Stair Railing	MS/ Aluminium	MS/ Aluminium
2	Roof Treatment	Water Proofing with Chemical	NA
3	Rain Water Pipe	PVC, ISI Marked	PVC, ISI Marked
4	Lift	Sized for 54 persons with Automatic Door operation, make (Otis/Kone/Sindelar).	
5	Lift Fasica	Ceramic Tiles	NA
6	Parapet Wall	Brick Work, RCC & MS Febrication	NA

F. Finishing External Wall

1	External Wall	Weather coat painting with priming coat over	Weather coat painting with priming
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P-22

Laxmi Chaudhary

TECHNO
Tanushree Bhattacharya
Proprietor

		cement plastering on wall including RCC members.	over cement plastering on wall including RCC members.
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G. Finishing : Internal Wall

1	Internal Wall	P.O.P./ Putty Punning on cement plastering on wall and ceiling including priming	P.O.P./ Putty Punning on cement plastering on wall and ceiling including priming
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H. Finishing : PH & E

1	Soil waste & Vent Pipe Fittings	UPVC Pipe & Fittings Conforming to IS : 13592-1992	UPVC Pipe & Fittings Conforming to IS : 13592-1992
2	Water Supply Pipe & Fitting	CPVC Pipes conforming to IS : 1239(Part-1) and PVC pipes as applicable.	CPVC Pipes conforming to IS : 1239(Part-1) and PVC pipes as applicable.
3	Gate Valves & Cocks	GM/CP single Gate Valves & Cocks	GM/CP single Gate Valves & Cocks
4	Sewer	Manhole with yard gully near each toilet block for effecting sol & waste pipe connection with septic tank	Manhole with yard gully near each toilet block for effecting sol & waste pipe connection with septic tank

I. Finishing : Sanitary Fixture

1	EPWC / IPWC	ISI market vitreous chine with low level plastic cistern, Colour white (One European another is anglo Indian)	ISI market vitreous chine with low level plastic cistern, Colour white
2	Wash Hand Basin	White coloured, with CP Pillar cock with provision of hot water supply	White coloured, with CP Pillar cock

Laxmi Chaudhary

TECHNO

Jayashree Bhadra
Proprietor

P-23

J. Finishing : Electrical

1	Generator backup	Available up to certain limit(500 Watts)	Available up to certain limit(500 Watts)
2	Common area wiring/cabling	YES	YES
3	Room Wiring	Concealed wiring terminated up to certain no. of points	Concealed wiring terminated up to main points
4	Wiring for AC	All Bed Room	On chargeable basic
5	Electrical Fittings & Fixtures		On chargeable basic
6	Telephone intercom wiring	YES	NO.
7	TV distribution cabling	YES	
8	Lightning Protection	YES	YES

K. Finishing : Drinking Water

1	Supply	Pumped up to overhead tank deep tube well as well as shallow tube well as back up with iron removal plant.	Pumped up to overhead tank deep tube well as well as shallow tube well as back up with iron removal plant
2	Distribution	Yes	

L. Fire Safety :

1	Installation	Yes	YES
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All the aforesaid specification may be changed keeping in view quantity of the Substituted goods and the Developer will bear the cost of Transformer and Common passage Electrical fittings.

P-24

In witness WHERE OF THE LANDLORD/VENDOR & DEVRELOPER/
CONFIRMING PARTY subscribe theirs hands, seal this the day, month and year
above mentioned.

Witness :

1. Subhash Choudhary.
S/o Narendra Narayan Choudhary.
B/604. Anisha Apt Plst-8.
Sec-8. Charkop.
Kandivali (W). Mumbai-67.
2. Gautam Kar
s/o-sri Gobinda Kar
vill-charaker kuthi Dewanbosh,
P.O-Tapurhat, P.S-kotwali,
Dist-cooch Behar.

Signature of Land Lord.

TECHNO
Janushree Bhadur
Proprietor

Signature of Developer.

Drafted & Prepared in my Office


Advocate, Cooch Behar.

Enrolment No.F-1003/1014 of 2002.



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. COOCHBEHAR, District Name :Coochbehar

Signature / LTI Sheet of Query No/Year 08012000407561/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt LAXMI CHOWDHURY West Khagrabari, Near Hotel Sarbasree, Village:- Khagrabari, P.O:- Khagrabari, P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736179	Land Lord			Laxmi chowdhury 23/02/2023
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Smt TANUSHREE BHADRA M. J. N. Road, Near Madan Mohan Temple, City:- Coochbehar, P.O:- Cooch Behar, P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101	Representative of Developer [TECHNO]			TECHNO Tanushree Bhadra Proprietor 23/02/2023

Director of Registration
Cooch Behar

Major Information of the Deed

Deed No :	I-0801-01542/2023	Date of Registration	24/02/2023
Query No / Year	0801-2000407561/2023	Office where deed is registered	
Query Date	15/02/2023 1:02:58 PM	D.S.R. COOCHBEHAR, District: Coochbehar	
Applicant Name, Address & Other Details	Surajit Datta COOCH BEHAR, Thana : Coochbehar, District : Coochbehar, WEST BENGAL, PIN - 736101, Mobile No. : 9434201959, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 30]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 87,04,935/-		
Stamp duty Paid (SD)	Registration Fee Paid		
Rs. 10,300/- (Article:48(g))	Rs. 249/- (Article:E, E)		
Remarks			

Land Details :

District: Coochbehar, P.S:- Coochbehar, Gram Panchayat: KHAGRABARI, Mouza: Khagrabari, JI No: 89, Pin Code : 736179

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4927 (RS :-3868)	LR-2039	Bastu	Bastu	0.1 Acre		81,81,810/-	Width of Approach Road: 15 Ft., Adjacent to Metal Road,
Grand Total :					10Dec	0 /-	81,81,810 /-	

Structure Details :

Sch No	Structure Details	Area of Structure	Set forth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1	1000 Sq Ft.	1/-	5,23,125/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 40 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	1 /-	5,23,125 /-	

Record Details :**Name,Address,Photo,Finger print and Signature****Smt LAXMI CHOWDHURY (Presentant)**

Wife of Late Nirendra Narayan Chowdhury West Khagrabari, Near Hotel Sarbasree, Village:- Khagrabari, P.O:- Khagrabari, P.S:-Coochbehar, District:-Coochbehar, West Bengal, India, PIN:-736179 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ABxxxxxx3D,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 23/02/2023
Admitted by: Self, Date of Admission: 23/02/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/02/2023
Admitted by: Self, Date of Admission: 23/02/2023 ,Place : Pvt. Residence

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	TECHNO M. J. N. Road, Near Madan Mohan Temple, City:- Coochbehar, P.O:- Cooch Behar, P.S:-Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101 , PAN No.:: Alxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Smt TANUSHREE BHADRA Wife of Shri Ujjwal Bhadra M. J. N. Road, Near Madan Mohan Temple, City:- Coochbehar, P.O:- Cooch Behar, P.S:-Coochbehar, District:-Coochbehar, West Bengal, India, PIN:- 736101, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: Alxxxxxx0M,Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : TECHNO (as PROPRIETOR)

Identifier Details :

Name	Photo	Finger Print	Signature
Shri GOUTAM KAR Son of Shri Gobinda Kar Charakerkuthi Dewanbosh, Village:- Charakerkuthi Dewanbosh, P.O:- Tapurhat, P.S:-Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736170			
Identifier Of Smt LAXMI CHOWDHURY, Smt TANUSHREE BHADRA			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt LAXMI CHOWDHURY	TECHNO-10 Dec

Transfer of property for S1

SI.No	From	To. with area (Name-Area)
1	Smt LAXMI CHOWDHURY	TECHNO-1000.00000000 Sq Ft

Details as per Land Record

Coochbehar, P.S.- Coochbehar, Gram Panchayat: KHAGRABARI, Mouza: Khagrabari, JI No: 89, Pin Code :

Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
LR Plot No:- 4927, LR Khatian No:- 2039	Owner: লক্ষী চৌধুরী, Gurdian: নীরেন্দ্র নারায়ন, Address: নিজ , Classification: সেয়ন, Area: 0.10000000 Acre,	Smt LAXMI CHOWDHURY

28/02/2023 Query No:-08012000407561 / 2023 Deed No :I - 080101542 / 2023, Document is digitally signed.

Page 32 of 35

Endorsement For Deed Number : I - 080101542 / 2023

2023

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 04,935/-

[Signature]

Tulsi Lama
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
Coochbehar, West Bengal

On 23-02-2023

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

Presented for registration at 17:30 hrs on 23-02-2023, at the Private residence by Smt LAXMI CHOWDHURY, Executant.

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

Execution is admitted on 23/02/2023 by Smt LAXMI CHOWDHURY, Wife of Late Nirendra Narayan Chowdhury, West Khagrabari, Near Hotel Sarbasree, P.O: Khagrabari, Thana: Coochbehar, , Coochbehar, WEST BENGAL, India, PIN - 736179, by caste Hindu, by Profession House wife

Indetified by Shri GOUTAM KAR, , Son of Shri Gobinda Kar, Charakerkuthi Dewanbosh, P.O: Tapurhat, Thana: Coochbehar, , Coochbehar, WEST BENGAL, India, PIN - 736170, by caste Hindu, by profession Private Service

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

Execution is admitted on 23-02-2023 by Smt TANUSHREE BHADRA, PROPRIETOR, TECHNO, M. J. N. Road, Near Madan Mohan Temple, City:- Coochbehar, P.O:- Cooch Behar, P.S:-Coochbehar, District:-Coochbehar, West Bengal, India, PIN:- 736101

Indetified by Shri GOUTAM KAR, , Son of Shri Gobinda Kar, Charakerkuthi Dewanbosh, P.O: Tapurhat, Thana: Coochbehar, , Coochbehar, WEST BENGAL, India, PIN - 736170, by caste Hindu, by profession Private Service

[Signature]

Tulsi Lama
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
Coochbehar, West Bengal

On 24-02-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 249.00/- (E = Rs 217.00/- ,H = Rs 28.00/- ,M (b) = Rs 4.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 249/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/02/2023 11:25AM with Govt. Ref. No: 192022230307989671 on 23-02-2023, Amount Rs: 249/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CCTMEI3 on 23-02-2023, Head of Account 0030-03-104-001-16

112-12023

Amount of Stamp Duty

Required that required Stamp Duty payable for this document is Rs. 10,300/- and Stamp Duty paid by Stamp Rs. 5,300.00/-, by online = Rs 5,300/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 765, Amount: Rs.5,000.00/-, Date of Purchase: 20/02/2023, Vendor name: U K Chakraborty

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

Online on 23/02/2023 11:25AM with Govt. Ref. No: 192022230307989671 on 23-02-2023, Amount Rs: 5,300/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CCTMEI3 on 23-02-2023, Head of Account 0030-02-103-003-02

[Signature]

Tulsi Lama
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
Coochbehar, West Bengal