

SL No. 1570/2023

I-1539/2023



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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13.06.23

Indira Parva Thokeri
Sivala Saha
Anupchandra Saha

TRISHA BUILDERS LLP

Sum. Jemur Pasha.
Partner

TRISHA BUILDERS LLP

Anjeet Kumar Biswas
Partner

DEVELOPMENT AGREEMENT

M

Syngden
13/06/2023



NON JUDICIAL STAMP

Sl. No. 421 Dated 08/06/2023

Sold To Trisha Builders LLP

Address P. Nagar

Stamp Value of Rs. 5000/- Rupees Five thousand.

R. Chaki
(RITA CHAKI)

Stamp Vendor

Licence No. 347 / RM

A.U.S.R. Office, Bagdogra

Darjeeling



Addl. Dist. Sub-Registrar
Siliguri-I, Dt. Darjeeling

13 JUN 2023



Indira Prava Thakuri
Priscilla Sinha
Anup Chandra Sinha

TRISHA BUILDERS LLP
Arun Kumar Biswas
Partner

TRISHA BUILDERS LLP
Arijeet Kumar Biswas
Partner

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 13TH DAY OF JUNE, 2023 AT SILIGURI.

BETWEEN

1. **SMT. INDIRA PRAVA THAKURI**(PAN:-AECPT0598J), W/o. Sri Dipak Thakuri, Indian by citizen, Hindu by religion, Housewife by occupation, 2. **SMT. PRISCILLA SINHA** (PAN:-CRTPS8231H) , D/o. Late Anil Chandra Sinha, Indian by citizen, Hindu by religion, Housewife by occupation, 3. **SRI ANUP CHANDRA SINHA** (PAN:-FHPPS1547M) , S/o. Late Anil Chandra Sinha, Indian by citizen, Christian by religion, Business by occupation, all are resident of Meghnad Saha Sarani, Pradhan Nagar, under Siliguri Municipal corporation, Ward no III, P.O. & P.S.- Pradhannagar, Dist- Darjeeling , West Bengal - PIN 734003 -- hereinafter referred to as the **LANDOWNERS/FIRST PARTIES** (which expression shall mean and include unless excluded by or repugnant to the context of their heirs, executors, administrators, legal representatives, successors and assigns) of the first part.

AND

TRISHA BUILDERS LLP (PAN:-AAUFT7119H), a Limited Liability Partnership Firm, having its registered office at "Flat No. A, Darshan Kunj, Bhanu Bhakta Sarani, P.O. & P.S- Pradhan Nagar , Dist- Darjeeling, West Bengal, PIN- 734003, being represented by it's Partners (1) **ARUN KUMAR BISWAS** (PAN:- ADCPB3873B), S/o. Late Narayan Chandra Biswas, and (2) **ARIJEET KUMAR BISWAS** (PAN:-EGEPB5356N), S/o. Sri Arun Kumar Biswas , both Hindu by religion, Business by occupation, Indian by citizen and resident of Bhanu Bhakta Sarani, P.O. & P.S.- Pradhan Nagar, Dist- Darjeeling, West Bengal, PIN- 734003 hereinafter referred to as the **DEVELOPER /SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context of it's heirs, executors, administrators, legal representatives, successors and assigns) of the Second part.

AND

WHEREAS one Smt. Buddhimaya Devi (Martha), W/o. Late Nandlal Thomas, resident of Siliguri, Dist. Darjeeling was recorded owner of all that piece and parcel of land measuring 3.81 Acre as per Revisional settlement having sixteen annas share, recorded in R.S. Khatian No. 421, R.S. Plot Nos. 318, 319, 320, 321, 322 & 329, within Mouza Siliguri, P.S. Siliguri Now Pradhannagar, J.L. No. 110(88), Touzi No. 3(Ja), Pargana Baikunthapur, Dist. Darjeeling and she was in actual and khas possession of the land and the land is free from all encumbrances and charges whatsoever.

AND



Indira Prava Thakuri
Priscilla Sinha
Anupchandra Sinha

TRISHA BUILDERS LLP
Anuj Kumar Biswas
Partner

TRISHA BUILDERS LLP
Anuj Kumar Biswas
Partner

WHEREAS said Smt. Buddhimaya Devi (Martha) died intestate on 21/10/1980 leaving behind her only son Samuel Sinha, S/o. Late Nandalal Thomas @ Nandal Thomas who also subsequently died leaving behind Indira Prava Thakuri and Anil Chandra Sinha as his only legal heirs and successors and they had acquired right, title and interest in and over the landed property left by Buddhimaya Devi (Martha) having 50% share each.

AND

WHEREAS said Anil Chandra Sinha died 06/01/2018 leaving behind his daughter **SMT. PRISCILLA SINHA** and son namely **SRI ANUP CHANDRA SINHA** as his only legal heirs and successors and they have acquired right, title and interest in and over the landed property left by Buddhimaya Devi (Martha) having 25% share each.

AND

WHEREAS aforesaid first party no. 1 Indira Prava Thakuri got her name recorded in the present settlement record and separate L.R. Khatian being no. 4658 was opened in her name for the total land measuring 0.17 Acres, situated at Mouza- Siliguri Uttar Paschim, J.L No 89, L.R Plot No- 2818, Under P.S- Pradhannagar, Dist- Darjeeling, West Bengal, the first party no. 2 Smt. Priscilla Sinha got her name recorded in the present settlement record and separate L.R. Khatian being no. 4659 was opened in her name for the total land measuring 0.085 Acres, situated at Mouza- Siliguri Uttar Paschim, J.L No 89, L.R Plot No- 2818, Under P.S- Pradhannagar, Dist- Darjeeling, West Bengal and the first party no. 3 Sri Anup Chandra Sinha got his name recorded in the present settlement record and separate L.R. Khatian being no. 4660 was opened in his name for the total land measuring 0.085 Acres, situated at Mouza- Siliguri Uttar Paschim, J.L No 89, L.R Plot No- 2818, Under P.S- Pradhannagar, Dist- Darjeeling, West Bengal and since then the aforesaid First parties/Landowners are in actual and khas possession over the land and the land is free from all encumbrances and charges whatsoever. more described in schedule below (hereinafter referred as the 'below schedule land') freely, openly and without any objection and interruption whatsoever..



Indira Prava Thakur
Priscilla Sinha
Anup Chandra Sinha

TRISHA BUILDERS LLP
Ajay Kumar Biswas
Partner

TRISHA BUILDERS LLP
Ajay Kumar Biswas
Partner

AND

WHEREAS the Developers have requested the Owners to allow them to develop the aforesaid property and the owners have agreed to the proposal and to authorize the Developers to develop a portion of the above mentioned landed property measuring about 0.34 Acres, situated under R.S. Plot Nos. 318(0.22 acre), 319(0.10 acre) & 320(0.02 acre), corresponding to L.R. Plot No. 2818 morefully described in schedule below (hereinafter referred as the 'below schedule land') by constructing new Buildings thereon consisting of dwelling ownership basis residential flats / commercial area and the owners are agreeable to directly convey and transfer the said flats and other structures to the Developers or purchasers of residential flats / commercial area either directly or by Power of Attorney according to the choice of Developers whenever asked for by the Developers.

AND

WHEREAS the Developers have satisfied themselves about the right, title and interest of the owners in the said property and the technical feasibility of the construction of the proposed new building on residential flat / commercial area and all other related matters relating to the building.

Now these present witnesses and it is hereby agreed by and between the parties here to as follows: -

1. **Definition.** - Unless there is anything repugnant to the subject or context the following terms will have the meaning assigned to them: -

- [a] **OWNER** shall mean 1 SMT. INDIRA PRAVA THAKURI, W/o. Dipak Thakuri, 2. SMT. PRISCILLA SINHA, D/o. Late Anil Chandra Sinha, 3. SRI ANUP CHANDRA SINHA, S/o. Late Anil Chandra Sinha, all resident of Meghnad Saha Sarani, Pradhan Nagar, under Siliguri Municipal corporation, Ward no III, P.O. & P.S- Pradhan Nagar, Dist- Darjeeling, West Bengal - PIN 734003 the owners named above and their heirs, executors, administrators and legal representatives.



Indira Prava Thakur
Pisicilla Sanku
Anup Chandra Sanku

TRISHA BUILDERS LLP
Arun Kumar Biswas
Partner

TRISHA BUILDERS LLP
Arijet Kumar Biswas
Partner

- [b] **DEVELOPERS** shall mean "TRISHA BUILDERS LLP", having its registered office at "Darshan Apartment / Kunj", B.B Sarani, P.S- Pradhan Nagar, Dist- Darjeeling, West Bengal, PIN- 734003, being represented by ARUN KUMAR BISWAS, S/O Late Naryan Chandra Biswas, and SRI ARIJEET KUMAR BISWAS, S/O Sri Arun Kumar Biswas, both Hindu by religion, business by occupation resident of B.B Sarani, P.S- Pradhan Nagar, Dist- Darjeeling, West Bengal, PIN- 734003 and their heirs, executors, administrators and legal representatives.
- [c] **BUILDING** shall mean the building or buildings to be constructed on the property and the building shall be known as "BUDHIMAYA APARTMENT"
- [d] **COMMON FACILITIES AND AMENITIES** shall include corridors, hall-ways, Lift and generators, stair-ways, passage-ways, drive-ways, top roof of the building, common lavatories, pump room, tube wells, underground water reservoir, overhead 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, maintenance and management of the building.
- [e] **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 therefore.
- [f] **OWNER'S ALLOCATION** shall mean the portion of the building which is to be allocated to the owners as part of owner's portion in accordance with the terms and conditions of these presents mentioned in Schedule "B" including proportionate share in the common facilities and amenities and as described in the Second Schedule "C" hereunder.
- [g] **DEVELOPER'S ALLOCATION** shall mean the remaining portion of the said property after allocation made to the owners including proportionate share in the common facilities and amenities of the building on the said property.



Gudra Rava Thakur
Pincilla Sindh
Anupchand Singh

TRISHA BUILDERS LLP
Anur Kumar Singh
Partner

TRISHA BUILDERS LLP
Anur Kumar Singh
Partner

[h] **BUILDING PLAN** shall mean a plan prepared by the Engineer appointed by the Developers for the construction of the building on the said property and sanctioned by concerned SJDA / Siliguri Municipal Corporation and / or other competent authorities.

[i] **SERVICE CHARGE** shall mean and include proportionate share of the premium for the insurance of the building, water, fire and scavenging charge and taxes, electric lighting, sanitation, repairs and renewal charges, any charges for the bill collections and charges for management of common facilities, costs for renovation, replacements and maintenance and expenses in relation to the building including all common wiring, pipes, electrical and mechanical equipments, pumps, motors, generators, and others electrical and mechanical installations, appliances, tools, implements, apparatus and the stair-ways, corridors, halls, passage-ways, gardens, park-ways, open spaces , Lift and all other facilities whatsoever as may be mutually agreed upon from time to time by the owners of the flats, spaces and buildings, as the case may be.

LICENSE TO DEVELOP

2. The Owners hereby entrusts, hands over and gives license to Developers to enter into the said property, develop the property and construct multi-storied buildings thereon containing residential flats/ commercial area with the best materials and in accordance with the plans and specifications mentioned hereinafter and owners agree to allow the Developers to demolish the existing structure if any over the schedule land.

The owners shall execute a registered Power of attorney wherein the owners shall allow the developers to make building plan and to execute the same by putting their signature and seal.

3. The Developers hereby agrees to develop and /or cause to be developed the said property by constructing one or more buildings with best materials containing in the buildings in accordance with the specifications and plans, the rules and regulations in relation thereto with the approval and/or sanction of the concerned authorities and at their own costs, expenses and arranging their own finance and at their own risk and responsibility.



Indira Prava Thakur
Priscilla Sinha
Anup Chandra Sinha

IRISHA BUILDERS LLP
Anur Kumar Sinha
Partner

IRISHA BUILDERS LLP
Anur Kumar Sinha
Partner

CONSIDERATION MONEY

4. In consideration of the Owners having entrusted, giving licence to the Developers to enter the property, develop, and construct multi-storied building (G+5 residential / commercial building) thereon having dwelling units and/or residential flats/ commercial area at their own cost and conferring their rights, powers, privileges and benefits mentioned herein.

Developers agree to allocate the owners:

1. Indira Prava Thakuri –

- Two shops each measuring 130 sq.ft including super built area (approx) on the ground floor, south east portion of the building i.e. at the front side,
- A Floor measuring 8,640 Sq.ft including super built area (approx) on the second floor (Three nos. 2 BHK Flats , Four Nos 3 BHK Flats) i.e. entire 2nd floor area.
- Rs 25,00,000/- to be paid for furnishing of one 2BHK flat after the completion of the flats and giving possession by the Developer. The owners may ask the builders to furnish the flat or the owners may take the amount as agreed herein).

2. Priscilla Sinha and Anup Chandra Sinha :

- Two shops one measuring 150 sq.ft. and another measuring 110 sq.ft. including super built area on the ground floor, south east portion of the building at the front side will be given/allocated in favour of Priscilla Sinha; Remaining Two shops each measuring 130 sq.ft including super built area (approx) on the ground floor, south east portion of the building at the front side will be given/allocated in favour of Anup Chandra Sinha.
- A floor measuring 8,640 Sq.ft including super built area (approx) on the Fifth floor (Three nos 2 BHK Flats , Four Nos 3 BHK Flats) i.e. entire 5th floor area. Out of the entire 5th floor, Priscilla Sinha will get three nos. of 3BHK flats and Anup Chandra Sinha will get three nos. of 2 BHK & one 3BHK Flats.

Indira Prava Thakuri
Priscilla Sinha
Anup Chandra Sinha

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

c) Rs 25,00,000/- each to be paid for furnishing of one 3BHK flat of Priscilla Sinha and one 2BHK flat of Anup Chandra Sinha after the completion of the flats and giving possession by the Developer. The owners may ask the builders to furnish the flat or the owners may take the amount as agreed herein)

a) Priscilla Sinha shall be given Rs 7000/- per month as rent and Anup Chandra Sinha shall be given Rs 8000/- per month as rent from the day of vacating of the land by the developer as mentioned in the schedule "A" and till possession of the allocated flats/ commercial area / garage are given .

3. All the owners will get 8 covered garage each measuring 120 Sq.ft and 2 Open parking place each measuring 120 Sq.ft at the south-west side in the following manner :-

- Indira Prava Thakuri will get 4 covered garage measuring 120 sq.ft. each;
- Priscilla Sinha will get 2 covered garage measuring 120 sq.ft. each and one open parking at the south west side;
- Anup Chandra Sinha will get 2 covered garage measuring 120 sq.ft. each and one open parking at the south west side.

4. Each of the owners shall get area measuring 900 sq.ft including super built area (approx) on the First floor commercial portion in the South East/ West Portion of the building (Indira will get 900 sq.ft., Priscilla will get 900 sq.ft. and Anup will get 900 sq.ft.).

5. The owners shall receive as advance Rs 40,00,000/- (Forty Lakhs Rupees Only) from the Developer (Only at the time of vacating the land and giving the developer for construction) which shall be returned back to the Developer by the owners after completion of the building. The amount will be distributed in the following manner : -

- Indira Prava Thakuri will get Rs.20,00,000/-;
- Priscilla Sinha will get Rs.10,00,000/-;
- Anup Chandra Sinha will get Rs.10,00,000/-;



Indira Prasad Thakur
Pavilla Singh
Anup Chandra Singh

TRISHA BUILDERS LLP
Annu Jaiswal Partner

TRISHA BUILDERS LLP
Anil Kumar Partner

All measurements shall mean Super built area for residential and commercial flats.

If the owners want to sell their allocation, it will be given 1st priority by the Developers.

DEVELOPER'S OBLIGATIONS

5. The development of the said property by constructing buildings for residential flats / commercial area , shall commence forthwith with all earnestness in accordance with the specification, plans, schemes and approvals of the competent authorities, rules, regulations and bye-laws of the authorities applicable at the cost, risk and responsibility of the Developers, the Owners having no responsibility in respect thereof in any manner whatsoever save as contained herein.
6. In constructing the buildings and providing dwelling units the Developers shall install in the said buildings at their own costs pump-operated well, overhead reservoirs/tanks, Lift, Generators, electrical installations, electrical wirings, water pipes and all other facilities and amenities essential to dwellings, ownership flats and/or as required to be provided in such buildings to make the dwelling units for comfortable habitation.

TIME IS OF ESSENCE OF CONTRACT

7. The Developers covenants and agrees to complete the development, construction of buildings with all amenities therein and thereon within 30 months from the date of sanctioning of the building plan and vacating the Schedule " A " land as mentioned in the schedule below. The time of performance of these presents shall be of the essence of the contract.

DEVELOPER'S RIGHTS

8. The Developers shall be entitled to advertise in their own name about the said development of the property of and proposed sale of flats/ commercial area in the buildings to be constructed and to put up Advertisement Board on the property.
9. The Developers shall be entitled to enter into any agreement with any building contractor, engineer, and appoint agents.



Indira Parna Takeda
Poojilla Sinha
Anup Chandra Singh

TRISHA BUILDERS LLP
Anurag Kumar
Partner

TRISHA BUILDERS LLP
Ajay Kumar Biswas
Partner

10. Developers shall be entitled to allot flats / commercial area or rights in the buildings and structures to be constructed so far as they relate to Developer's allocation and to enter into any package deal or arrangement in relation thereto.

OWNER TO BE INDEMNIFIED

11. Notwithstanding anything contained in these presents the Developers shall indemnify and keep indemnified the Owner against and from all losses, claims, damages, costs, charges and expenses that may be made, incurred or suffered by the Owner in relation to the said property, construction of new buildings and in relation thereto or for any breach of any contract by the Developers or violation of any permission, rules, regulations or bye-laws or arising out of any accident or otherwise.

OWNER TO EXECUTE DOCUMENTS

12. The Owner shall at the request and costs, expenses and charges of the Developers, sign, on deed of agreements of sale of flat/ commercial area, from time to time, in all plans, applications for layouts, construction of the building and structures on the said property and all other documents that might be necessary for giving proper effect of these presents.

POWER OF ATTORNEY

13. The Owners shall at the costs of and request of the Developers execute a Registered Power of Attorney in favour of the Developers giving them all necessary power required to carry out the work of development, agreement of sale, Sale Deeds in respect of developer's allocation and completion of the project herein and to sale the flats/ commercial areas (from developers allocation) to interested parties.

The Owners shall execute a Registered Power of Attorney wherein the owners will allow the developer to put their signature in the building plan.

OWNER'S UNDERTAKINGS

14. The Owners declares that they have not agreed, committed to or contracted or entered into any agreement for sale or lease of the said property or any part thereof to any person other than the Developers and that they have not created any lien.



Indira Prava Thakur
Pooja Singh
Anup Chandra
Singh

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

charge, mortgage or encumbrance on the said property and they would keep the said property free from encumbrance during the subsistence of these presents.

15. The Owners further declares that they have has not done any act, thing, deed or matter whereby or by reason whereof the development and construction of the said property and/or buildings may be affected or prevented in any manner whatsoever and that they undertake to remove any possible impediment to the implementation of these presents, if the same is within their power and control.

16. The Owners declare that they have not received and to their knowledge the Government, Local Authority, Municipal Authority or any other Authority has not issued any notice affecting the said property or imposing any restriction on the development of the said property in the manner proposed herein.

17. The Owners hereby agrees, covenants and undertakes not to cause any interference by themselves or through others in the development of the property or in the construction of the new buildings on the said property by the Developers or through their agents or do any thing, deed or act preventing the Developers from disposing of, selling, assigning or disposing of or transferring any portion of the Developer's allocation in any manner whatsoever.

18. That Owner agrees to pay all municipal rates, taxes and other outgoing in respect of the said property till the year 2023 and the Developers shall pay and bear all municipal rates, taxes and other outgoing from sanctioning of the building plan till they delivers possession of the Owner's allocation to the Owner from which date the Owner will pay such rates, taxes and outgoings proportionate to the Owner's allocation and the Developers will bear such rates, taxes and outgoings in respect of Developer's allocation.

19. On completion of the new building/s the Developers shall give notice in writing to the Owner, when the Owner would be at liberty to take possession on and from the date specified of the Owner's allocation in the said new building. On receipt of the notice on and from the date mentioned in the notice for taking possession the Owner shall be responsible to pay all rates, taxes, service charges and other outgoings in respect of the common facilities in the building proportionate to the Owner's Allocation.

20. It is also agreed that the Developers shall be entitled to receive and retain with their all the moneys from the persons to whom the said premises are sold or allotted



Sadina Ban Thakur
Poojilla Lila
Anur Chandra
Sinha

TRISHA BUILDERS LLP
Anur Kumar Biswas
Partner

TRISHA BUILDERS LLP
Anur Kumar Biswas
Partner

as the case may be in the building to be constructed by the Developers on the said property and to appropriate the same in such a manner as the Developers may deem fit. All the moneys shall be received by the Developers from such person shall be to the Developers and will be received by their on their own account. The owner shall not be liable or responsible to any such person/s, offices, departments so far as the said moneys are concerned either for income taxes, service taxes, sale taxes etc or any charges for refund thereof or for any mis-application or non-application thereof or part thereof.

SCHEME FOR MANAGEMENT

21. A scheme shall be framed by the parties herein for the Management and Administration of the new building including the portions in common use and sharing the expenses of Management, administration and maintenance of amenities in the said building including the user thereof and such scheme and any rules and regulations framed under the scheme shall be binding on the occupiers of the said new building including in the Owner's allocation and in the Developer's allocation.

RESTRICTIONS AS TO USER OF THE BUILDING

22. Any transfer of any portion of the said building out of the Owner's allocation or Developer's allocation shall be subject to the provisions contained herein and all occupiers shall be bound by the provisions contained in any agreement, rules, regulations, by-laws and restrictions contained herein.

23. Neither Owners nor the Developers nor any person occupying any portion of the said building whether in the Owner's allocation or in the Developer's allocation shall use or permit to be used their portion or space occupied by them or their agents for carrying on any illegal or immoral trade or activity or do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the building or outside the building or to store any inflammable or explosive material, goods or products. The decision of the Management as to whether any act will cause nuisance or annoyance or any substance is inflammable or explosive shall be final.

24. No structural alterations in the building shall be made without the written consent of the Management of the said building subject, however, to a sanction of the concerned authorities, if necessary.



Indira Prava Thakur
Pisavilla Sindh
Anupchandana
Sinha

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

TRISHA BUILDERS LLP
Aniraj Kumar Biswas
Partner

25. On performing their obligations under these presents if the Owners or Developers transfers any portion out of their respective allocations, such transfer shall be subject to the terms and conditions, restrictions and covenants contained herein and in any documents or conveyance that might be executed should recite about the transfer agreement.

26. It will be obligations of the Owners, Developers and occupier of each portion of the said new building to keep the interior walls, floors, lifts, ceilings, fittings, electric wirings and gadgets, fixtures, appurtenances, pipes, drains, sewers and all other amenities in their respective portions or spaces occupied by them in good repair and perfect working condition and take all possible steps to prevent any damage being caused to the building or any portion thereof or cause any inconvenience to the occupiers of any other portion of the said building and in case of failure to perform any of the obligations they shall be liable to indemnify the Owners, occupier or the persons suffering damages or injury.

27. The Owners, Developers, occupiers or their agents in the new building shall not keep any articles or display anything in the corridor or places of common use or do anything which might cause inconvenience or hindrances in any manner in the free movement of men and material.

28. The Owner, Developers, their agents, nominees or occupiers of any portion of the said new building shall not throw or accumulate any dirt, rubbish, waste or refuse or permit or allow anybody to do the same inside the spaces meant for common use or in the compounds or in or about the building.

29. After the Management of the building decide that certain repairs, cleaning, testing or other things are necessary to be done in any portion of the new building, the owner, Developers and occupiers, as the case may be, shall permit the Management or its nominee with or without workmen and technicians, on prior notice to enter into and upon the rooms, flats, spaces for the purpose of repairing, cleaning, testing maintaining, re-building or replacing drains, gas connections, electric wiring, water pipes, sanitary drains and/ or pipes and/or fittings and any other matter which might affect the enjoyment of any portion of the said building by any person being the Owner or Occupiers thereof.



Jasbir Bawa Thakur
Pinnalla Dindly
Anup Chandra Singh

TRISHA BUILDERS LLP
Anur Kumar Biswas
Partner

TRISHA BUILDERS LLP
Anur Kumar Biswas
Partner

DEED OF CONVEYANCE

30. The Owners shall execute a Registered Power of Attorney in respect of the developer's allocation in favour of the Developers wherein the developers shall be allowed to enter into agreement of Sale, Execute Sale deed to the intending purchasers keeping aside the owners allocation.

FORFEITURE

31. On the Developers failing to complete the building within the stipulated period or failing to perform their obligations towards the Owners or if circumstances occur disabling the Developers to perform their part of the obligations under these presents, the Owner shall be entitled to terminate their Agreement.

NOT PARTNERSHIP OR JOINT VENTURE

32. That parties hereby declare and agree that these presents do not constitute and the parties do not intend to be a partnership or joint venture or association of persons.

NOT DEMISE

33. It is declared and agreed that these presents shall not be treated as a conveyance or demise or transfer of any right or title or interest in the said property to the Developers excepting the right to develop and/or construct multi-storied buildings after demolition of the existing structures and these presents shall be treated only as a license in favor of the Developers to do all acts, things, and deeds expressly provided herein and contained in the Power of Attorney to be executed.

DELIVERY OF TITLE DEEDS

34. The Developers shall be entitled to inspect, receive the title deeds in possession of the Owner and undertaking to return the same when demanded.

FORCE MAJEURE

35. If either party be prevented from performing their part of the obligations under these presents due to the existence of force majeure such as earthquake, flood, riot, war, storm, tempest, civil commotion, blasts, malicious damages, fire, or any other act or omission or cause beyond the control of the party concerned provided that the cause was not induced by the party them self.



Indira Prava Thakuri
Sincere Sincere
Anup Chandra
Sincere

TRISHA BUILDERS LLP
Anurag Kumar
Partner

TRISHA BUILDERS LLP
Anirudh Kumar Bhowmik
Partner

COMPENSATION FOR BREACH

36. Either of the parties herein committing any breach of these presents or any of any of the terms hereof or unduly delays performance of their obligations herein shall be liable to the party aggrieved.

JURISDICTION

37. It is hereby agreed by the parties that all disputes differences arising out of, in relation to these presents or touching the development, demolition of the old structures, construction of new buildings and in relation thereto shall be referred to the Courts in Siliguri which only shall have jurisdiction to entertain try and determine or adjudicate all actions, suits, and legal proceedings arising out of or in relation to these presents.

SCHEDULE "A"

All that piece and parcel of land measuring 0.34 Acre or 34 decimal, situated at Mouza Siliguri Uttar Paschim, recorded in R.S. Khatian No. 421, corresponding to L.R. Khatian nos. 4658, 4659 & 4660, under R.S. Plot Nos. 318(0.22 acre), 319(0.10 acre) & 320(0.02 acre), corresponding to L.R. Plot No. 2818, situated at Nivedita Road, Under Siliguri Municipal Corporation Ward no III, P.S- Pradhan Nagar, Dist- Darjeeling, West Bengal -734003.

The said land is butted and bounded as follows:

BY THE NORTH : 22 ft. wide pucca Patel Road;
BY THE SOUTH : Land of Anjona Singh
BY THE EAST : 70 ft wide Pucca Nivedita Road;
BY THE WEST : Presbyterian Church of India.

SCHEDULE "B"

(Owners allocation)

All that piece and parcel

Developers agree to allocate the owners:

1. Indira Prava Thakuri –

- Two shops each measuring 130 sq.ft including super built area (approx) on the ground floor, south east portion of the building i.e. at the front side,
- A Floor measuring 8,640 Sq.ft including super built area (approx) on the second floor (Three nos. 2 BHK Flats , Four Nos 3 BHK Flats) i.e. entire 2nd floor area.



Indira Prava Thakuri
Priscilla Sinha
Anup Chandra Sinha

TRISHA BUILDERS LLP
Anup Chandra Sinha
Partner

TRISHA BUILDERS LLP
Anup Chandra Sinha
Partner

- e) Rs 25,00,000/- to be paid for furnishing of one 2BHK flat after the completion of the flats and giving possession by the Developer. The owners may ask the builders to furnish the flat or the owners may take the amount as agreed herein).
2. Priscilla Sinha and Anup Chandra Sinha :
- a) Two shops one measuring 150 sq.ft. and another measuring 110 sq.ft. including super built area on the ground floor, south east portion of the building at the front side will be given/allocated in favour of Priscilla Sinha; Remaining Two shops each measuring 130 sq.ft including super built area (approx) on the ground floor, south east portion of the building at the front side will be given/allocated in favour of Anup Chandra Sinha.
- d) A floor measuring 8,640 Sq.ft including super built area (approx) on the Fifth floor (Three nos 2 BHK Flats , Four Nos 3 BHK Flats) i.e. entire 5th floor area. Out of the entire 5th floor, Priscilla Sinha will get three nos. of 3BHK flats and Anup Chandra Sinha will get three nos. of 2 BHK & one 3BHK Flats.
- e) Rs 25,00,000/- each to be paid for furnishing of one 3BHK flat of Priscilla Sinha and one 2BHK flat of Anup Chandra Sinha after the completion of the flats and giving possession by the Developer. The owners may ask the builders to furnish the flat or the owners may take the amount as agreed herein)
- b) Priscilla Sinha shall be given Rs 7000/- per month as rent and Anup Chandra Sinha shall be given Rs 8000/- per month as rent from the day of vacating of the land by the developer as mentioned in the schedule "A" and till possession of the allocated flats/ commercial area / garage are given .
3. All the owners will get 8 covered garage each measuring 120 Sq.ft and 2 Open parking place each measuring 120 Sq.ft at the south-west side in the following manner :-
- Indira Prava Thakuri will get 4 covered garage measuring 120 sq.ft. each;
 - Priscilla Sinha will get 2 covered garage measuring 120 sq.ft. each and one open parking at the south west side



Indira Prava Thakuri
Priscilla Sinha
Anup Chandra Sinha

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

TRISHA BUILDERS LLP
Anurag Kumar Biswas
Partner

- Anup Chandra Sinha will get 2 covered garage measuring 120 sq.ft. each and one open parking at the south west side.
- 4. Each of the owners shall get area measuring 900 sq.ft including super built area (approx) on the First floor commercial portion in the South East/ West Portion of the building (Indira will get 900 sq.ft., Priscilla will get 900 sq.ft. and Anup will get 900 sq.ft.).
- 5. The owners shall receive as advance Rs 40,00,000/- (Forty Lakhs Rupees Only) from the Developer (Only at the time of vacating the land and giving the developer for construction) which shall be returned back to the Developer by the owners after completion of the building. The amount will be distributed in the following manner : -
 - Indira Prava Thakuri will get Rs.20,00,000/-;
 - Priscilla Sinha will get Rs.10,00,000/-;
 - Anup Chandra Sinha will get Rs.10,00,000/-.

All measurements shall mean Super built area for residential and commercial flats.

If the owners want to sell their allocation, it will be given 1st priority by the Developers.

All measurements shall mean Super built area for residential and commercial flats on the building along with proportionate share of the land as mentioned in the Schedule "A" above

SCHEDULE "C" (Common area and facilities)

1. Staircase, staircase landing and corridor on all floors.
2. Common entry on the ground floor.
3. Water pump, water tank, water pipes and common plumbing installation.
4. Generator, lift, Swimming Pool, Gymnasium and Epabx.
5. Common garden, community hall and games room.
6. Drainage and sewerage.
7. Boundary walls and main gate.
8. Such other common parts, area and equipments, installations, fixtures and fittings and spaces in or about the said building as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed for time to time.
9. Top roof/terrace of the building earmarked by the developer as common.



Indira Prava Thakur
Pravilla Sinha
Anup Choudhary
Sinha

SCHEDULE "D"

(STANDARD SPECIFICATIONS OF CONSTRUCTION)

TRISHA BUILDERS LLP
Anur Kumar Sinha
Partner

TRISHA BUILDERS LLP
Anil Kumar Sinha
Partner

FOUNDATION : R.C.C isolated footings with tie beams

STRUCTURE: R.C.C framed structure designed to withstand seismic loads in addition to dead and imposed loads in conformity with relevant IS standards. Design Based on stiffness matrix approach solution of 3D space frame using latest computerized technique

ANTI TERMITE : Proper anti- termite done.

WALLS : 125th 1st class brickwork with locally available 1st class brick in cement mortar (1:4)

DOORS : All door frames (sal) with 60x 125 mm) battens and BWP grade 30 mm thick solid flush typed leaf door with Mortise Lock, Chain and deep hole and other Doors 32 mm thick single leaf plywood / Pastic panel shutter at toilet.

WINDOWS: Aluminum windows (Sliding) Colour coated .

FINISHES : Internal walls and ceilings – Cement plaster

External walls: Cement Plaster

Toilet walls : Ceramic walls tiles upto 1.8 M from Floor

Kitchen walls : Ceramic wall tiles above table top and upto a height of 0.6 m

Kitchen top : Granite Finish

FLOORING: Stair : Marble

Toilets and Kitchen : Marbel

Rest of the Flat : Vitrified

Electricals : Conductors , Multi – core Copper
conductors of ISI mark

SHALL BE USED : Telephone and TV out let , Shall be provided as standard fitment, generator , Line , A.C (Living rooms) , washing machine , water purifier point , Chimney point shall be provided.

PLUMBING : Pipes: Internal – UPVC

Fittings : Jaguar continental or equivalent I, CP finish

Sanitary – ware : Color in " Hindware " or equivalent(ISI)

PAINTINGS : External Walls cement base paint in " Snowcem " or equivalent

Internal walls : Wall Putty and two coats paints.

DOORS : Wood primer on internal surfaces , Two coats of synthetic enamel paint on wood primer on external surfaces of front and balcony doors.

GENERAL : One toilet will be provided with European and anglo Indian type. Only one of the toilets and dinning space shall have wash basin . Toilets shall have hot and cold water supply facility.

SECURITY : Security camera with latest technology

Fire fitting equipments with modern system



IN WITNESS WHEREOF ALL THE PARTIES HAVE SIGNED THIS AGREEMENT
THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

Witnesses :

(1) Padom Chetti
PADAM CHETTI
S/O Lt. Surya Babakar
Chetti
Patel Road, Pradhan
nagar, Siliguri
Dist Darjeeling.

1. Indira Karna Thakur
2. Pissalla Sinha
3. Anup Chandra Sinha

Signature of First parties / Landowners

(2) Dipak Thakur
S/O Late Damber Bala
Thakur,
Pradhan Nagar,
Siliguri, Darjeeling.

TRISHA BUILDERS LLP
Aniket Kumar Biswas
Partner

TRISHA BUILDERS LLP
Aniket Kumar Biswas
Partner

Signature of Second Party/Developer

Drafted by me and typed
by computer at my office:

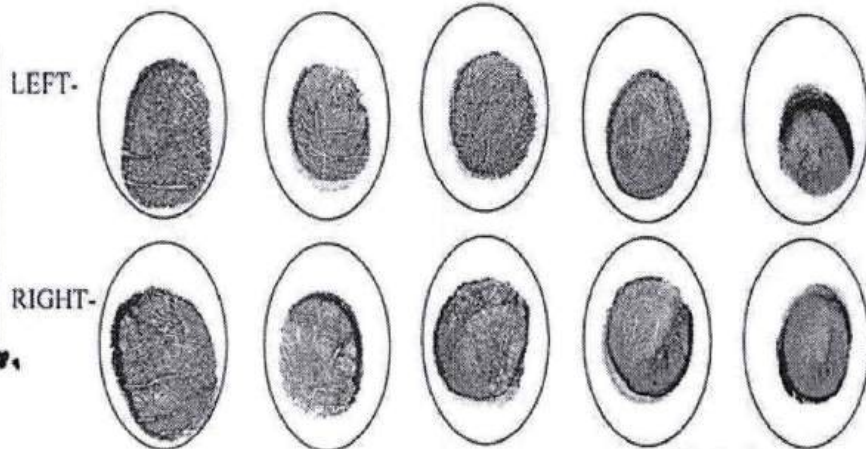
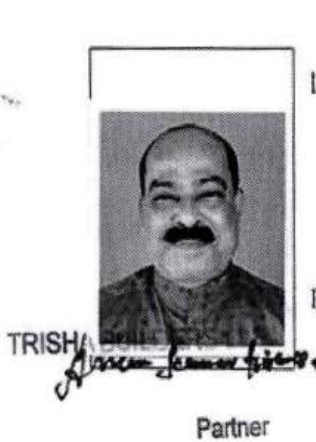
(BISWAJIT DAS)
Advocate, Siliguri
Enlr. No. F/1240/1099/2015



Executant/Developer

PHOTO

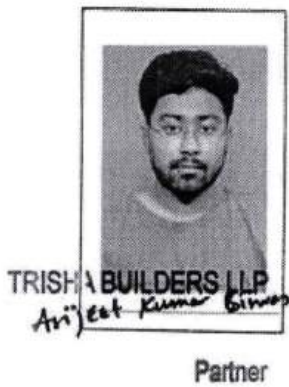
THUMB IMPRESSION



TRISHA BUILDERS LLP
Arun Kumar Biswas
ARUN KUMAR BISWAS
Partner

PHOTO

THUMB IMPRESSION



TRISHA BUILDERS LLP
Arjeet Kumar Biswas
ARIJEET KUMAR BISWAS
Partner



PHOTO

Executants/Landowner

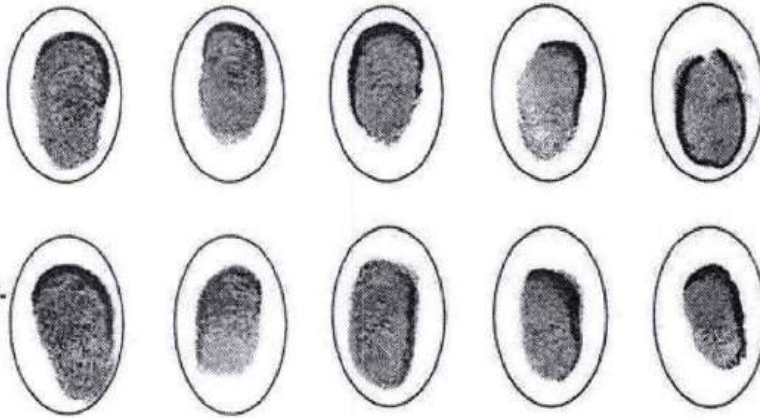
THUMB



Indira Prava Thakuri

LEFT-

RIGHT-



Indira Prava Thakuri
INDIRA PRAVA THAKURI



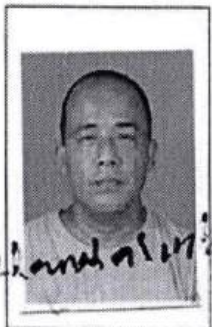
Priscilla Sinha

LEFT-

RIGHT-



Priscilla Sinha
PRISCILLA SINHA



Anup Chandra Sinha

LEFT-

RIGHT-

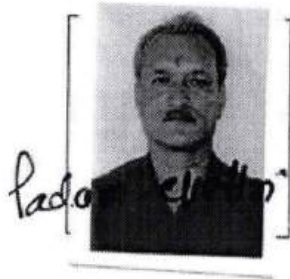


Anup Chandra Sinha
ANUP CHANDRA SINHA



IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Radom chetia
SIGNATURE OF IDENTIFIER



Major Information of the Deed

Deed No :	I-0402-01539/2023	Date of Registration	13/06/2023
Query No / Year	0402-2001472052/2023	Office where deed is registered	
Query Date	07/06/2023 1:37:06 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	Deepika Dey Suryasen Colony, Block-A, Near Pipe Line, Block-A, Thana : New jalpaiguri, District : Jalpaiguri, WEST BENGAL, PIN - 734004, Mobile No. : 7029948506, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 1,15,00,000/-]		
Set Forth value	Market Value		
	Rs. 9,25,88,180/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 1,15,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

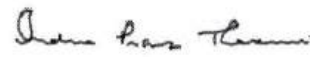
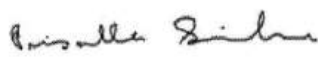
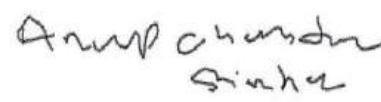
District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: NIVEDITA ROAD WARD NO.3, Road Zone : (Ward No.3 -- Upto Vir Jawan Statue) , Mouza: Siliguri, JI No: 88, Pin Code : 734003

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	RS-318	RS-421	Bastu	Bastu	0.22 Acre		5,99,09,999/-	Width of Approach Road: 70 Ft., Adjacent to Metal Road,
L2	RS-319	RS-421	Bastu	Bastu	0.1 Acre		2,72,31,818/-	Width of Approach Road: 70 Ft., Adjacent to Metal Road,
L3	RS-320	RS-421	Bastu	Bastu	0.02 Acre		54,46,363/-	Width of Approach Road: 70 Ft., Adjacent to Metal Road,
		TOTAL :			34Dec	0 /-	925,88,180 /-	
		Grand Total :			34Dec	0 /-	925,88,180 /-	



15/06/2023 Query No:-04022001472052 / 2023 Deed No :I - 040201539 / 2023, Document is digitally signed.

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Indira Prava Thakuri (Presentant) Wife of Shri Dipak Thakuri Executed by: Self, Date of Execution: 13/06/2023 , Admitted by: Self, Date of Admission: 13/06/2023 ,Place : Office	Photo  13/06/2023	Finger Print  LTI 13/06/2023	Signature  13/06/2023
	Meghnad Saha Sarani, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AExxxxxx8J, Aadhaar No: 31xxxxxxxx3337, Status :Individual, Executed by: Self, Date of Execution: 13/06/2023 , Admitted by: Self, Date of Admission: 13/06/2023 ,Place : Office			
2	Name Smt Priscilla Sinha Daughter of Late Anil Chandra Sinha Executed by: Self, Date of Execution: 13/06/2023 , Admitted by: Self, Date of Admission: 13/06/2023 ,Place : Office	Photo  13/06/2023	Finger Print  LTI 13/06/2023	Signature  13/06/2023
	Meghnad Saha Sarani, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: crxxxxxx1h, Aadhaar No: 26xxxxxxxx9140, Status :Individual, Executed by: Self, Date of Execution: 13/06/2023 , Admitted by: Self, Date of Admission: 13/06/2023 ,Place : Office			
3	Name Shri Anup Chandra Sinha Son of Late Anil Chandra Sinha Executed by: Self, Date of Execution: 13/06/2023 , Admitted by: Self, Date of Admission: 13/06/2023 ,Place : Office	Photo  13/06/2023	Finger Print  LTI 13/06/2023	Signature  13/06/2023
	Meghnad Saha Sarani, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: fhxxxxxx7m, Aadhaar No: 33xxxxxxxx0377, Status :Individual, Executed by: Self, Date of Execution: 13/06/2023 , Admitted by: Self, Date of Admission: 13/06/2023 ,Place : Office			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Indira Prava Thakuri	Trisha Builders LLP-11 Dec
2	Smt Priscilla Sinha	Trisha Builders LLP-5.5 Dec
3	Shri Anup Chandra Sinha	Trisha Builders LLP-5.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt Indira Prava Thakuri	Trisha Builders LLP-5 Dec
2	Smt Priscilla Sinha	Trisha Builders LLP-2.5 Dec
3	Shri Anup Chandra Sinha	Trisha Builders LLP-2.5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Smt Indira Prava Thakuri	Trisha Builders LLP-1 Dec
2	Smt Priscilla Sinha	Trisha Builders LLP-0.5 Dec
3	Shri Anup Chandra Sinha	Trisha Builders LLP-0.5 Dec



On 13-06-2023

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.

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

Presented for registration at 13:51 hrs on 13-06-2023, at the Office of the A.D.S.R. SILIGURI by Smt Indira Prava Thakuri , one of the Executants.

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 9,25,88,180/-

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

Execution is admitted on 13/06/2023 by 1. Smt Indira Prava Thakuri, Wife of Shri Dipak Thakuri, Meghnad Saha Sarani, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 2. Smt Priscilla Sinha, Daughter of Late Anil Chandra Sinha, Meghnad Saha Sarani, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 3. Shri Anup Chandra Sinha, Son of Late Anil Chandra Sinha, Meghnad Saha Sarani, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business

Indetified by Shri Padam Chettri, , , Son of Late Surja Bahadur Chettri, Patel Road,, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business

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

Execution is admitted on 13-06-2023 by Shri Arun Kumar Biswas, Partner, Trisha Builders LLP (LLP), Darshan Kunj, B.b. Sarani, Flat No: A, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003

Indetified by Shri Padam Chettri, , , Son of Late Surja Bahadur Chettri, Patel Road,, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business

Execution is admitted on 13-06-2023 by Shri Arijeet Kumar Biswas, Partner, Trisha Builders LLP (LLP), Darshan Kunj, B.b. Sarani, Flat No: A, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003

Indetified by Shri Padam Chettri, , , Son of Late Surja Bahadur Chettri, Patel Road,, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,15,007.00/- (B = Rs 1,15,000.00/- ,E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,15,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 12/06/2023 10:38PM with Govt. Ref. No: 192023240095027728 on 12-06-2023, Amount Rs: 40,007/-,
Bank: SBI EPay (SBlePay), Ref. No. 8461039112415 on 12-06-2023, Head of Account 0030-03-104-001-16
Online on 13/06/2023 1:44PM with Govt. Ref. No: 192023240095876538 on 13-06-2023, Amount Rs: 75,000/-, Bank: SBI EPay (SBlePay), Ref. No. 2657520739913 on 13-06-2023, Head of Account 0030-03-104-001-16



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2023, Page from 42258 to 42287

being No 040201539 for the year 2023.



Digitally signed by SANGHA RATNA
SYANGDEN
Date: 2023.06.15 15:02:33 +05:30
Reason: Digital Signing of Deed.

Syangden

(Sangha Ratna Syangden) 2023/06/15 03:02:33 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.



(This document is digitally signed.)