

SL. No. 2232/2022

T- 2019/2022



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Hyanglin

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06.07.22

Debasish Basu

Sudip Hom Roy

Page No. 1

DEED OF AGREEMENT

CERTIFICATE THAT THE INDIVIDUAL IS ADMITTED
TO REGISTRATION BY SIGNING THE DEED AND
THE DEED IS THE PART OF THE DOCUMENT

Hyanglin

06/07/2022

N. J. Stamp

SL. No. 494 Date 26/04/22

Sold to M/S. Friends Builders

of Deshbandhu para, Litigum,

Value 5000/- Rupees Five Thousand Only



JAYABRATA BANIK

Govt. Stamp Vender

A.D.S.R. Office Bagdogra

L/No- 539-R.M/Darjeeling

Year 2007



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

06 JUL 2022

Debashish Basu

FRIENDS BUILDERS

Sudip Hom Roy

THIS DEED OF AGREEMENT IS MADE ON THIS THE 6th DAY
OF JULY TWO THOUSAND TWENTY TWO AT SILIGURI.

B E T W E E N

SRI DEBASHIS BASU alias **DEBASISH BASU**, son of Late Kali Kumar Basu Barman alias Kali Kumar Bose, Hindu by religion, Indian by Citizen, resident of D.B.C. Road Bye Lane, Deshbandhu Para, P.O. Siliguri Town, P.S. – Siliguri, Dist. Darjeeling, Pin 734004 in the State of West Bengal – hereinafter referred to as the “**FIRST PARTY/OWNER**” (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. PAN – ASLPB5030C.

AND

“**M/S FRIENDS BUILDERS**”, a Proprietorship firm, having its office at Bidyapith Road, Deshbandhu Para, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin 734004 in the State of West Bengal, represented by and through its proprietor **SRI SUDIP HOM ROY**, son of Sri Subhash Hom Roy, resident of Bidyapith Road, Deshbandhu Para, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin 734004 in the State of West Bengal - hereinafter called the “**DEVELOPER/ SECOND PARTY**” (Which expression shall mean and include unless excluded by or repugnant to the context its executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**. PAN – AGKPR8373H.

Debashish Basu

FRIENDS BUILDERS

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WHEREAS one Kali Kumar Basu Barman alias Kali Kumar Bose, son of Late Upendra Nath Basu Barman was the absolute owner-in-possession of all that piece or parcel of land measuring 6 Katha 8 Chhataks 20 Sq.ft., recorded under Khatian No. 3416, Plot No. 5855, situated in Mouza - SILIGURI, J.L. No. 110(88), within the jurisdiction of Police Station - Siliguri, District Darjeeling by virtue of a Deed of Permanent Lease, executed by Sri Majhi Methar, son of Late Bihari Methar on 18-01-1949 and the same was registered in the office of the Sub - Registrar at Siliguri, recorded in Book No. I, Being Document No. 98 for the year 1959. Subsequently, after the enforcement of the West Bengal Estate Acquisition Act, 1953 the right of intermediaries was vested to the state as per the provision of Sec-4 of the said Act and the owner became the direct tenant under the State of West Bengal and under settlement operation as per the provision of Section 44 Under Chapter V Sub-Section (2) of the West Bengal Estate Acquisition Act, 1953, Record-Of-Right was prepared in the name of Kali Kumar Basu Barman alias Kali Kumar Bose, son of Late Upendra Nath Basu Barman under Khatian No. 3416, Plot No. 5855, situated within Mouza- Siliguri, Paragana- Baikanthapur, in the District of Darjeeling. and he was possessing and enjoying the said land in his actual, khas and physical possession having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

AND

WHEREAS thereafter the above named Kali Kumar Basu Barman alias Kali Kumar Bose died intestate on 11-04-1991 leaving behind his only son namely Sri Debashish Basu alias Debasish Basu and only daughter namely Smt. Sipra Bose alias Sipra Basu as his only legal heirs and successors to inherit his aforesaid land measuring 6 Katha 8 Chhataks 20 Sq. ft. in equal 50% undivided share in their khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein as per the provision of the Hindu Succession Act, 1956.

AND

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WHEREAS being the owner of such Smt. Sipra Bose alias Sipra Basu, daughter of Late Kali Kumar Basu Barman alias Kali Kumar Bose transferred her 50% share of land measuring 3 Katha 4 Chhataks 10 Sq. ft. out of the aforesaid land to and in favour of Sri Debashish Basu alias Debasish Basu, son of Late Kali Kumar Basu Barman alias Kali Kumar Bose by virtue of a Deed of Gift, executed on 09-01-2014 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Siliguri recorded in Book No.I, Being No. 75 for the year 2014.

AND

WHEREAS thus by virtue of such Gift deed and by virtue of inheritance Sri Debashish Basu alias Debasish Basu, son of Late Kali Kumar Basu Barman alias Kali Kumar Bose became the absolute owners of the land measuring 6 Katha 8 Chhataks 20 Sq. ft. or 0.0107 Acre, recorded under Khatian No. 3416, Plot No. 5855, situated in Mouza - SILIGURI, J.L. No. 110(88), Touzi No. 3(Ja), under Pargana - Baikunthapur, under Siliguri Municipal Corporation, Ward No. 28, within the jurisdiction of Police Station Siliguri, Sub-Division, A.D.S.R. Office Siliguri, District Darjeeling, in the State of West Bengal and he is possessing and enjoying the said land in his khas, asctual and physical possession having permanent, heritable and transferable right, title and interest therein and his name has duly been recorded in the Record-Of-Right with respect to his aforesaid land measuring 0.107 Acre in the office of the B.L. & L.R.O. at Siliguri and subsequently a separate khatian has been finally published in his name bearing Khatian No. 1887, appertaining to Plot No. 751 of Mouza - Siliguri Madhya.

AND

WHEREAS the First Party desirous to construct a three storied building in two separate blocks on his aforesaid land measuring 0.107 Acre as describe in Schedule "A" consisting of residential flats/apartments/garage/car parking space etc. according to the drawing plans and specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other appropriate authorities according to law but he is not being in a position to put his contemplation and scheme into action due to devoid of technical knowledge and shortage of fund and has approached the Second Party/Developer to promote/ develop the said property by constructing three storied building in two separate block on his said land measuring 6 Katha 8 Chhataks 20 Sq. ft. or 0.107 Acre.

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AND

WHEREAS the Second Party finding the offer of the First Party is reasonable and relying on the aforesaid facts accepted the offer of the First Party to build the said three storied building within a stipulated period in terms of this agreement.

AND

WHEREAS the Second Party/Developer has offered the First Party to allot the entire Block "A" building of the said land consisting of three residential flats measuring 975 Sq. ft. each in the said proposed three storied building in two separate block including undivided proportionate share of the below schedule "A" land and the Second party shall also pay the amount of Rs. 25,00,000/- (Rupees Twenty five lakh) only for the development of the land which is specifically mentioned in the Schedule – "A" below and the said amount of Rs. 25,00,000/- (Rupees Twenty five lakh) only shall pay in the following manner:

- i. Rs. 3,00,000/- (Rupees Three lakh) only shall pay by the Second Party to the First Party at the time of execution of this agreement.
- ii. Rs. 5,00,000/- (Rupees Five lakh) only shall pay by the Second Party to the First Party at the time of demolishing the existing construction.
- iii. Rs. 7,00,000/- (Rupees Seven lakh) only shall pay by the Second Party to the First Party after the roof casting of the Second Floor in two blocks of the proposed three storied building.
- iv. Rs. 10,00,000/- (Rupees Ten lakh) only shall pay by the Second Party to the First Party after the completion of the proposed three storied building.

AND

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WHEREAS the First Party on being satisfied by the said offer made by the Second Party/Developer has accepted the same and have agreed that except the flat offer to them the rest of the flats/garage etc shall belong to the Developer to be disposed off as desired by the Developer.

AND

WHEREAS the First Party further declares that the below schedule land are not acquisitioned/requisitioned either by the Central Government or State Government and no part of the same is under alignment or have been vested in the Government and title to the property is remaining free from all encumbrances and the First Party have good marketable and indefeasible title to the same.

AND

WHEREAS to avoid future disputes and ambiguity regarding the meaning of certain words and phrases used in the presents are define as follows: -

Building shall mean the R.C.C. brick built three storied building in two separate block including ground floor to be constructed on the said plot of land marked "A" in the below schedule, according to the Drawing Plans and specifications approved and signed by the First Party or his constituted attorney and to be sanctioned by the Siliguri Municipal Corporation and any other authority and constructed in conformity therewith.

Architect/Engineer shall mean person appointed or nominated by the Second Party for the purpose of Supervision of the works of the said three storied building and all the remunerations of such Architect/Engineer shall be borne by the Second Party.

Building plan shall mean drawing plan and specification for the construction of the said building on the said plot of land marked as "A" in the below schedule to be sanctioned by the Siliguri Municipal Corporation and any other authority and /or renewal or amendments thereto and/or modification thereof made or caused to be made by the Developer or after approval of the First Party and/or any other Govt. authority.

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PRINCE BUILDERS

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Common area and facilities shall mean items mentioned in Section 3(D) of the West Bengal Apartments Ownership Act, 1972.

Common expenses shall mean the proportionate share of all grounds rent, property maintenance charge and dues and outgoing paid by the First Party and other purchasers/owners of other flats All other common expenses within the meaning of the West Bengal Apartments Ownership Act, 1972 in respect of their flats/garage etc as may be determined jointly by the owner and the Developer until an Association of Flat owners be formed by the First Party and transferees/purchasers/owners of all other flats in the said building.

Transfer with its grammatical variations and cognate expressions shall mean transfer by way of Sale of flats and space excepting the First Party allocation to be transferred by the Developer for consideration to the intending transferee/ transferees/purchasers in the said building.

Transferee/purchaser shall mean purchaser to whom any flat/garage in the said building may be transferred or sold for consideration.

That the said plot of land shall mean all that piece or parcel of land particularly mentioned in the schedule "A" herein below.

**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY
AGREED BY AND BETWEEN THE PARTY AS FOLLOWS: -**

- 1) That in pursuance of this agreement the Land Owners/ First Party hereby grant an exclusive right to the Developer to build a three storied building containing self contained flats.
- 2) That the Developer upon execution of this agreement agrees to allot the the entire Block "A" building of the said land consisting of three residential flats measuring 975 Sq. ft. each in the said proposed three storied building in two separate block including undivided proportionate share of the below schedule "A" land and the Second Party shall pay a sum of Rs. 25,00,000/- (Rupees Twenty five lakhs) only for the

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development of the said land, which shall be completed in all respects in accordance with the sanctioned plan free of costs/charges/encumbrances on the said land as mentioned in the schedule "A" herein below to be developed by the Developer within 30 (thirty) months from the date of sanction of building plan from the Siliguri Municipal Corporation as well as vacation and handing over the below schedule land unto and in favour of the Second Party.

- 3) That the First Party shall grant an exclusive right to the developer to build up on the said plot of land in accordance with the drawing plan signed and by the Vendors/First Party or their constituted attorney and to be prepared by the Developer and the same to be sanctioned by the Siliguri Municipal Corporation and in conformity with the said details of construction and to sell and transfer the said flats and/or garage (excluding the First Party allocation) to the intending purchaser and/or purchasers by the developer and to obtain necessary advance from such purchaser and/or purchasers of his discretion on such terms and conditions as the Developer may think fit and proper provided always any such advance or payment to be obtained by the Developer shall be at its own risk and responsibilities.
- 4) That the Developer shall bear and pay all such charges like extension of floors plan on the existing sanctioned plan as shall be required, all applications and other necessary specification in connection with the construction of the said building shall be signed by the Vendors/First Party or their constituted attorney and but at the costs and expenses in all respects of the developer who shall bear all fees, charges and expenses to be paid or deposited.
- 5) That the Land Owners/ First Party shall execute and register one or more conveyance in favour of the prospective allottees or nominees of the Developer in respect of proportionate share in the land of the said premises as and when required by the Developer after completion of the building and/or authorize the Developer through a registered General Power of Attorney to execute and register the same lawfully.

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- 6) That the Land Owner shall not assign or transfer the project construction to any other Developer. Contractor or person without the consent of the developer and such assignments or transfer shall amount to the cancellation of the present agreement.
- 7) That the Developer may in the name of the Vendors / First Party and at its own cost and expenses in so far as may be necessary to apply for and obtain quotas entitlements allocations of Cement and Steel, Iron solely for the purpose and for the construction of the said building similarly it may apply for and obtain temporary and/or permanent connection of water, electricity and telephone to the said building and other imputes and facilities required for the construction for which purpose the First Party shall execute in favour of the Developer, General Power of Attorney and other authorities as may be required by the Developer and shall also sign all such applications and other documents which shall be required for the purpose of and in connection with the construction of the said building, provided always that all costs and expenses shall be borne and payable by the Developer and the Vendors shall not be liable for the same.
- 8) That the common areas, facilities, stair ways, stair case, landings, terraces or ultimate roofs and corridors to be constructed in the said building shall be for the common use of the First Party or their assigns and/or transferees and other transferees of the other flats for ingress to and egress from the respective flats to the main road and for beneficial use and enjoyment of the flats / apartment.
- 9) That the First Party shall clear up ground rent, Municipal Tax and other out goings payable in respect of the said plot of land up to the date of these presents. During the continuance of the agreement the developer shall pay the same until the completion of all the flats.
- 10) That the First Party shall convey at the cost of the Developer or purchaser or purchasers the proportionate share of the said plot of land to the purchaser of other flats i.e. excluding the First Party allocation of the building as mentioned in the Schedule – "B" herein below.

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- 11) That the First Party shall be a member of any Association for flat owners that may be found consisting of all flat owners and shall abide by all bye laws, rules and regulations adopted by such Association.
- 12) That the First Party hereby declared that they have good right and full power and absolute authority to enter into this agreement with the Developer and the owner hereby undertake to indemnify and keep indemnified the Developer from and against any and all third party claims, actions and demands whatsoever in respect of the schedule "A" is free from all encumbrances, liens, lispendences, charges whatsoever and the said land is not affected by Urban Land (Ceiling and Regulations) Act, 1976 and the First Party undertakes not to create any encumbrances or charges on the said plot of land deal with the same otherwise in the manner stated herein above.
- 13) That the Developer shall pay all out goings from the date of these presents, to engage, appoint or nominee at its sole risk, responsibility and cost of Architect, contractors, sub-contractor or labour for carrying out and proceed with the construction of the said building and other common spaces according to the approved drawings plan and specifications and in conformity with the said details of construction and for that purpose to purchase, procure and arrange building materials, articles, tools and other implements and to hires and engage suppliers, labours and to pay and meet with their remuneration fees and salaries.
- 14) That the First Party are not liable for any accident of any worker or any suit or claim or to construct and complete the said building as per Indian standard specifications signed and approved by the First Party and duly sanctioned by the Siliguri Municipal Corporation and in conformity with the said details of construction.
- 15) That the developer shall complete in all respects the construction of the said three storied building according to the drawing plan and specification and in conformity with the details of construction with 30 (thirty) months from the date of sanction of building plan from the Siliguri Municipal Corporation and deliver the vacant possession of the First Party allocation of the building to the First Party unless prevented

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from so doing by act of God such as natural calamities or any unforeseen circumstances beyond the control of the Developer/Second Party.

- 16) That the Developer shall reserves its rights to make any minor change excluding the First Party allocation provided such change is consented by the Purchaser or purchasers.
- 17) That the Developer undertakes to keep the owner indemnified from and against all third party claims and actions arising out of any act or omission of the part of the Developer in or relating to the construction of the said building.
- 18) That from time to time to enable the construction of the said building by the developer various acts, deeds and matters, things not herein specifically referred to may be legally required to be done by the developer for which it may require the authority of the First Party and various applications and other documents may be necessary to be signed or made by their for and in connection with the construction of the said building for which no specific provisions has been made therein. The First Party undertakes to sign and execute all such legally required for that purpose.
- 19) That the First Party and the Developer have entered into this agreement purely on a principal to principal and nothing stated herein shall be deemed to be construed as partnership between the developer and the First Party or as joint venture between them the developer shall not be entitled to assign this agreement to any other person or company.
- 20) That apart from the "Owners Allocation", the remaining area i.e. Block "B" to the south west portion of the proposed three storied building in two separate block shall belong to the Second Party/Developer and the Second Party shall be at liberty to sale the same together with proportionate share of the below schedule land to the intending purchaser/s at such price as the developer may think proper or reasonable and at his absolute discretion.

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- 21) That if this agreement fails to materialized due to the unlawful interference of the First Party or due to any encumbrances in respect of the below schedule land and then the First Party shall be liable to return the entire expenses that the Second party already invested and consideration money already paid with interest @ 24% per annum to the Second party immediately.
- 22) That the Developer/Second Party shall be entitled to take advances from the intending purchaser after the execution of this agreement by executing a agreement for ale with the intending purchaser/s and the First Party shall have no objection in this regard and shall also make necessary signatures in the respective agreement for sale.
- 23) That all original documents relating to the below schedule land shall be with the Developer/Second party till the completion of the registration of all the developer allocation area.
- 24) That Income Tax and any others Govt. tax liability for the Developer's allocation of the proposed building shall be borne by the Developer/Second party and if any Income Tax and GST was imposed upon the owner's allocation area then its shall be borne by the First Party on owner's allocation area and in no such circumstances the First Party shall have any liability for any income tax or other tax imposed on the Developer allocation area.
- 25) That the developer shall pay a sum of Rs. 6,000/- (Rupees Six thousand five hundred) only per month to the First Party for their temporary accommodation from the date of handing over the possession of the land to the Developer till the date of handing over the free vacant possession of the First Party allocations.
- 26) That during the construction of the said building, if any changes in specification demanded by the First Party then the Second Party shall be charge extra cost for doing the same and no choosing option will be allowed to the First Party.

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- 27) That the Second party/Developer shall be liable to demolish the previous construction / structure on the below schedule – “A” land and after demolition whatsoever the broken articles / materials are available the Second party/Developer shall be entitled to take the same and shall have every right to dispose off the said materials.
- 28) That since commencement of the construction work of the building on the below scheduled land till completion thereof the Parties of the First Part shall not cause any sort of obstruction (except if necessary of his flat) or other impediment nor shall do anything which may amount to obstruction or impediment or hindrance in the matter proceeding with or completing the construction work.
- 29) That the party of the Second Part shall complete the construction of the agreed three storied building within a period of 30 (thirty) months since the day of its having the plan sanctioned and approved by the appropriate authority to be applied therefore in the name of the First Party, in hand.

Provided always that if for any reason beyond the control of the Second Party and/or if for any reason not resulted because of any negligence, failure and lack of diligence, the construction work is hindered in that event the said period of completion of the construction of the said three storied building being 30 (thirty) months shall be considered and deemed for all purposes and intent, extended by the period by which the construction would be hindered.

- 30) That in case of death of any of the Party to this agreement, the terms and conditions of this agreement shall not be changed or any addition, modification or deletion as per provided by law.

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SCHEDULE - "A"

ALL THAT PIECE OR PARCEL of land measuring 6 Katha 8 Chhataks 20 Sq. ft. or 0.107 Acre, at an annual rent payable to the Govt. of West Bengal now represented by the B.L. & L.R.O. Siliguri, recorded in Khatian No. 3416 (R.S.), 1887 (L.R.), included in part of Plot No. 5855 (R.S.), 751 (L.R.), situated within Mouza – Siliguri (R.S.), Siliguri Madhya (L.R.), J.L. No. 110(R.S.), 88 (L.R.), within the limits of Siliguri Municipal Corporation, situated at D.B.C. Road Bye Lane, Deshbandhu Para, Ward No. XXVIII, Police Station, Sub-Division, Registry Office Siliguri and District Darjeeling, in the State of West Bengal and the said property is butted and bounded as follows:-

- By the North : Sold Land of Munilal Methar;
By the South : 12 Feet Wide Road & Sold Land of Naresh Das.
By the East : Sold Land of Naresh Das;
By the West : 12 Feet Wide Road.

SCHEDULE - "B"

(Allocation of the First Party / Owner)

ALL THAT piece or parcel of the entire Block "A" building to the south eastern portion of the said land consisting of three residential flats measuring 975 Sq. ft. each in the said proposed three storied building in two separate block including undivided proportionate share of the below schedule "A" land together with proportionate share of land and all other common areas and facilities attached thereto.

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TRIENDS BUILDERS

Sudip Hem Roy

SCHEDULE – “C”
(Works Specification)

1. FOUNDATION : R.C.C. foundation with super structure;
2. BRICK WORK : 5" thick Brick Work (1:5);
3. PLASTERIN : Inside and outside sand cement mortar plaster;
4. FLOORING :
 - (a) Living & dining room will be finished with 24" X 24" Tiles.
 - (b) Bed Rooms & Balcony will be finished with 24" X 24" Tiles;
 - (c) Kitchen Floor will be finished with Marble;
 - (d) Oven slab will be made of Marble and finished with glazed tiles upto height of 5 Feet from oven slab.
 - (e) Toilet will be finished with Marble stone and wall upto 5'-6" height will be finished with glazed tiles.
5. DOORS : Main door frame will be made of Sal Wood (4" x 2 1/2") height and breath as per plan and door shutter made of commercial flush door with fitting and paint;
6. WINDOWS :
 - (a) Windows frame will be made of Aluminum with Grill fitted;

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FLAT NO. 16

Sudip Hem Roy

7. COLOUR : (a) Inside Wall – Putty;
(b) Out side Wall – Whether Coat;
(c) Door & Window paint – primer & Synthetic paint;
(d) Door fittings: Aluminum;
(e) Window fittings: iron & Steel.

8. ELECTRICAL WORKS

All electric wiring will be concealed with Switch fitted boards (Excluding lamp & Fittings).

Electric connection shall be taken from the electricity board by the First Party at their own cost in their respective flats.

9. ELECTRICAL POINTS

- (a) Bed Rooms – 3 Light points, 1 Fan points, One 5 Amp. Socket.
(b) Dining cum Drawing Room - 2 Light points, 1 Fan points, One 5 Amp. Socket, One 15 Amp. Socket.
(c) Kitchen - 1 Light point, 1 Exhaust Fan point & Two 15 Amp Socket.
(d) Common Toilet - 1 Light point, 1 Exhaust Fan point and 1 Geezer Point.
(e) Attached Toilets - 1 Light point, 1 Exhaust Fan point.
(f) Balcony - 1 Light point & 15 Amp Socket.
(g) A.C. point and Inverter Point shall not be provided by the developer and the same shall be done with extra cost.

9. PLUMBING : (a) Toilet & Kitchen water line fittings-ISI approved Companies.
(b) Outside water line) PVC;
(c) Inside water line – G.I./P.V.C. Pipe ISI approved;
(d) Inside water line will be concealed;
(e) One Porcelain basin (18" X 12") shall be provided in Dining space.
(f) 3 Pcs. Conceal Stop Cock shall be provided in Common Toilet.
(g) 2 Pcs. Bib Cock shall be provided in Common Toilet and Attached Toilet.
(h) One Stainless Steel Sink (20" X 17") shall be provided in Kitchen.
(i) One Shower, Angel Cock and Wall Mixture shall be provided in Common Toilet.
10. SANITARY WORKS : (a) Sanitary main line – PVC pipe;
(b) Sanitary on Gas Line – PVC pipe;
(c) All sanitary fittings, like "T" bend, syphone, (with system) – White coloured (System will be PVC made).
(d) European Commode and P.V.C. Cistern shall be provided in Common Toilet.
(e) European Commode and P.V.C. Cistern shall be provided in Attached Toilet.

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FRONT BUILDERS

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SCHEDULE - 'D'
(DESCRIPTION OF THE COMMON ARE AND THE COMMON
USERS)

1. Proportionate shares in the Schedule-'A' land;
2. Stair-case and stair-case landing;
3. All the electrical fittings in the stair case and landing;
4. Entire top roof of the building;
5. Safety Tanks and sock-well;
6. Boundary wall and main gate;
7. Water Tank, Water Pump, Water resource and Common plumbing items;
8. All vacant space of the Schedule-'A' land excepting car parking space/garage;
9. Reservoir and overhead water tank.
10. All the drains, sewage and rain water pipes, outside water lines and outside sanitary pipe lines, outside walls of the building;
11. Other electrical equipments, fixtures and fittings which are necessary for passage to the user and other occupants of the Unit in common and such other common facilities;
12. All the payments to be made to Chowkidars, Night Watchman and sweepers;

IN WITNESSES WHEREOF THE PARTY TO THIS AGREEMENT,
DO SETS AND SUBSCRIBED THEIR RESPECTIVE HAND ON THE
DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1) Subash Singh
S/o Samir Singh
New mian pany
P.O. P.S. - Siliguri
Dist. - Darjeeling
Pin - 734001.

✓ Debasish Basu

SIGNATURE OF THE FIRST PARTY
/ VENDORS

FRIENDS BUILDERS

Sudip Hom Roy

2)

Shyamal Banerjee
(SHYAMAL BANERJEE)
S/o. H. Bibhuti Bh Banerjee
Annapurna APTA,
Rash Behari Sarani,
Haldinpara, W. No - 17
Siliguri.

SIGNATURE OF THE SECOND
PARTY / DEVELOPER

Drafted, read over and explained by me
and printed in my chamber.

Tapash Nandi

(Tapash Nandi)

Advocate / Siliguri

Enrolment No. WB-1030/2002



Debanish Basu

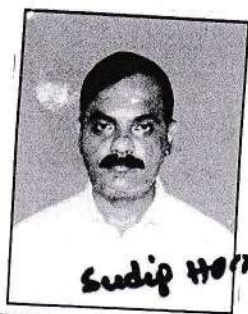
Finger Prints of-----

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

Debanish Basu

Signature





Sudip Hom Roy

Finger Prints of-----SUDIP HOM ROY-----

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

Sudip Hom Roy

Signature

Major Information of the Deed

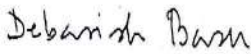
Deed No :	I-0402-02019/2022	Date of Registration	06/07/2022
Query No / Year	0402-2002031824/2022	Office where deed is registered	
Query Date	05/07/2022 1:21:08 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	Tapash Nandi Lake Town, Thana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, PIN -734007, Mobile No. : 9434151274, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 25,00,000/-	Rs. 1,11,62,498/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,001/- (Article:48(g))	Rs. 25,007/- (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:- Siliguri, Municipality: SILIGURI MC, Road: DESHBANDHU PARA, Road Zone : (Ward No.28 -- Ward No.28) , Mouza: Siliguri, JI No: 88, Pin Code : 734004

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-5855	RS-3416	Bastu	Bastu	6 Katha 8 Chatak 20 Sq Ft	25,00,000/-	1,11,62,498/-	Width of Approach Road: 12 Ft., Adjacent to Metal Road,
Grand Total :					10.7708Dec	25,00,000 /-	111,62,498 /-	

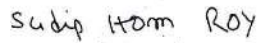
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Debasish Basu, (Alias: Mr Debashis Basu) (Presentant) Son of Kali Kumar Basu Executed by: Self, Date of Execution: 06/07/2022 , Admitted by: Self, Date of Admission: 06/07/2022 ,Place : Office	 06/07/2022	 LTI 06/07/2022	 06/07/2022
Block/Sector: Deshbandhu Para, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734004 Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: asxxxxxx0c, Aadhaar No: 70xxxxxxxx7822, Status :Individual, Executed by: Self, Date of Execution: 06/07/2022 , Admitted by: Self, Date of Admission: 06/07/2022 ,Place : Office				

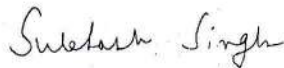
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Friends Builders Block/Sector: Deshbandhu Para, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 , PAN No.: agxxxxxx3h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Mr Sudip Hom Roy Son of Subhash Hom Roy Date of Execution - 06/07/2022 , , Admitted by: Self, Date of Admission: 06/07/2022, Place of Admission of Execution: Office	 Jul 6 2022 12:42PM	 LTI 06/07/2022	 06/07/2022
Bidyapith Road Deshbandhu Para, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 81xxxxxxxx5409 Status : Representative, Representative of : Friends Builders (as proprietor)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhash Singha Son of Mr Samir Singha New Milan Pally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	06/07/2022	06/07/2022	06/07/2022
Identifier Of Mr Debasish Basu, Mr Sudip Hom Roy			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Debasish Basu	Friends Builders-10.7708 Dec

Endorsement For Deed Number : I - 040202019 / 2022

On 06-07-2022

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

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

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

Presented for registration at 12:37 hrs on 06-07-2022, at the Office of the A.D.S.R. SILIGURI by Mr Debasish Basu Alias Mr Debashis Basu, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,11,62,498/-

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

Execution is admitted on 06/07/2022 by Mr Debasish Basu, Alias Mr Debashis Basu, Son of Kali Kumar Basu, Sector: Deshbandhu Para, P.O: Siliguri Town, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Others

Indetified by Mr Subhash Singha, , , Son of Mr Samir Singha, New Milan Pally, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 06-07-2022 by Mr Sudip Hom Roy, proprietor, Friends Builders (Sole Proprietorship), Block/Sector: Deshbandhu Para, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Mr Subhash Singha, , , Son of Mr Samir Singha, New Milan Pally, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Law Clerk

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 25,007/- (B = Rs 25,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/07/2022 11:34AM with Govt. Ref. No: 192022230066806521 on 06-07-2022, Amount Rs: 25,007/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 2754918962 on 06-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,001/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 494, Amount: Rs.5,000/-, Date of Purchase: 26/04/2022, Vendor name: J Banik
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/07/2022 11:34AM with Govt. Ref. No: 192022230066806521 on 06-07-2022, Amount Rs: 15,001/-, Bank: IDBI Bank (IBKL0000012), Ref. No. 2754918962 on 06-07-2022, Head of Account 0030-02-103-003-02

Syangden

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2022, Page from 70522 to 70548

being No 040202019 for the year 2022.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN
Date: 2022.07.11 15:32:41 +05:30
Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2022/07/11 03:32:41 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)