

Sl.No - 3159/2022

I - 2852/2022



পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

Sl. No - 373837

H 973657

2/2824496/2022

*Hyangali*

13:15

21.09.22

*Jyoti Biswas*

Mandira Das

Sukla Mondal

Karali Datta Biswas

Aadya Construction  
*Sujit Kumar Agarwal*  
Partner

# DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 21st DAY OF September 2022 (TWO THOUSAND TWENTY TWO).

Contd..P/2

*✍*

RECEIVED THAT THE ABOVE AGREEMENT  
TO REGISTERED IN THE  
REGISTRATION OFFICE  
FOR THE PAKI W. DISTRICT  
ADD. OFF. REGISTRAR  
SILIGUR

*Hyangali*  
21/09/2022

S. No. 1772 Date 20/09/2022

Sold to Tapash Biswas & others

OF Siliguri

Rs. 5000/- (Rupees) Five Thousand only



*B. P. Ghosh*  
(E.R. Ghosh)  
Stamp Vendor  
Siliguri Court  
L. No. R. M/106/1993  
Darjeeling



*[Handwritten signature]*

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

21 SEP 2022



Tapas Biswas  
Mandira Das  
Sukla Mondal  
Kakali Dutta Biswas

2

Aadya Construction  
Sujit Kumar Agarwal  
Partner

- 1) **SRI TAPASH BISWAS @ TAPAS BISWAS, (PAN No. ADJPB5605L)**  
Son of Late Haramohan Biswas, Hindu by faith, Indian by nationality, business by occupation, resident of 36/7, Chandra Nath Roy Road, Tiljala, Post Office – Tiljala and Police Station-Tiljala, Kolkata, Pin-700039, Dist. South 24 Parganas, in the state of West Bengal, India,
- 2) **SMT. MANDIRA DAS, (PAN No. BHNPDP0539G)**  
Wife of Hari Charan Das and Daughter of Late Haramohan Biswas, Hindu by faith, Indian by nationality, housewife by occupation, resident of Baneswar Bazar, Post Office – Baneswar S.O and Police Station Coochbehar, Pin-736133, Dist. Coochbehar, in the state of West Bengal, India,
- 3) **SMT. SUKLA MONDAL, (PAN No. BUIPM7551F)**  
Wife of Nirmal Mondal and Daughter of Late Haramohan Biswas, Hindu by faith, Indian by nationality, housewife by occupation, resident of Flat No. '2-D', Pocket-1, Astha Apartments, DDA MIG Flats, Mayur Vihar Phase-3, Vasundhara Enclave, Post Office – Mayur Vihar and Police Station Mayur Vihar, Pin-110096, Dist. East Delhi, in the state of Delhi,
- 4) **SMT. KAKALI DUTTA BISWAS, (PAN No. BHNPDP0540B)**  
Wife of Sri Dipankar Dutta and Daughter of Late Haramohan Biswas, Hindu by faith, Indian by nationality, housewife by occupation, resident of Hasi Niwas, Guru Saday Dutta Road, North Bharat Nagar, Post Office – Rabindra Sarani and Police Station Siliguri, Pin-734006, Dist. Darjeeling, in the state of West Bengal, India,  
– hereinafter collectively called the **OWNERS** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART.**

#### A N D

“**AADYA CONSTRUCTION**”, (PAN No. **AAYFA5243K**), a registered partnership firm, having principal office at Asmi Kunj, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN – 734001, in the State of West Bengal, represented in these presents by one of its partner, **SRI SUJIT KUMAR AGARWAL**, son of Late Raj Kumar Agarwal, Hindu by religion, businessman by occupation, Indian by nationality, resident of Asmi Kunj, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN – 734001, in the State of West Bengal, India --- hereinafter referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be demand to include its successors-in-office, executors, administrators, representatives and assigns) of the **OTHER PART.**

*Sri H. Biswas*

*Mandira Das*

*Sukla Mondal*

*Kavali Dutta Biswas*

3

**Aadya Construction**  
*Sujit Kumar Agarwal*  
Partner

**WHEREAS:**

- A. One Sri Haramohan Biswas, Son of Late Nabin Chandra Biswas of Siliguri (during his lifetime) had acquired ownership of a piece of parcel of land measuring 6 Katha or 0.10 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 799, comprised in and forming part of R.S Plot No. 12769, J.L No. 110, Touzi No. 3 (Ja), P.S Siliguri, District Darjeeling by virtue of three registered Deed of Sales, executed in his favour by Sri Sakti Pada Chakraborty, Sri Siba Pada Chakraborty and Sri Sankar Pada Chakraborty, all sons of Late Kalidas Chakraborty of Siliguri and the said Deed of Sales were registered on 29-01-1986 in the Office of the Sub-Registrar, Siliguri, Dist. Darjeeling, i) one transcribed in Book No. I, Volume No. 30, pages from 61 to 68, being Document No. 712 for the Year 1986, ii) another transcribed in Book No. I, Volume No. 30, pages from 69 to 76, being Document No. 713 for the Year 1986 and iii) another transcribed in Book No. I, Volume No. 30, pages from 77 to 84, being Document No. 714 for the Year 1986 and possession of the said land was delivered to said Haramohan Biswas by his said vendors.
- B. Another Smt. Pritilata Biswas, Wife of Sri Haramohan Biswas of Siliguri (during her lifetime) had acquired ownership of a piece of parcel of land measuring 4 Katha or 0.06 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 799, comprised in and forming part of R.S Plot No. 12769, J.L No. 110, Touzi No. 3 (Ja), P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed in her favour by Sri Shamapada Chakraborty, son of Late Kalidas Chakraborty of Siliguri and the said Deed of Sale was registered on 29-01-1986 in the Office of the Sub-Registrar, Siliguri, Dist. Darjeeling, transcribed in Book No. I, Volume No. 30, pages from 85 to 92, being Document No. 715 for the Year 1986 and possession of the said land was delivered to said Pritilata Biswas by her said vendor.

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Tapash Biswas.

Mandira Das.

Sukla Mondal

Kakali Dutta Biswas.

4

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Sujit Kumar Agarwal  
Partner

- C. Whereas said Haramohan Biswas died intestate at Siliguri on 25-08-1987, leaving behind, his wife Pritilata Biswas (since deceased) and one son namely, Sri Tapash Biswas @ Tapas Biswas and three daughters namely Smt. Mandira Das, Smt. Sukla Mondal and Smt. Kakali Dutta Biswas as his only legal heirs and successors upon whom the said land of Haramohan Biswas devolved in accordance with the provisions as laid down in the Hindu Succession Act, 1956. Smt. Pritilata Biswas died intestate at Siliguri on 20-10-2017 leaving behind her son, Sri Tapash Biswas @ Tapas Biswas and three daughters namely Smt. Mandira Das, Smt. Sukla Mondal and Smt. Kakali Dutta Biswas as her only legal heirs and successors, upon whom the undivided share of Pritilata Biswas in the said land of Haramohan Biswas and her own aforesaid purchased land devolved in accordance with the provisions as laid down in the Hindu Succession Act, 1956 and accordingly they all jointly became the absolute owners of the aforesaid total land of Late Haramohan Biswas and Late Pritilata Biswas, collectively land area measuring 10 Katha or 0.16 Acres more or less, recorded in R.S Khatian No. 799 and comprised in and forming part of R.S Plot No. 12769, Mouza - Siliguri, Pargana - Baikunthapur, Dist. Darjeeling, each one having 1/4<sup>th</sup> undivided share therein.
- D. Whereas a piece or parcel of land measuring **4 Katha 11 Chhatak**, more or less, within specific boundaries in the north east corner out of the aforesaid total land, recorded in R.S Khatian No. 799 and comprised in and forming part of R.S Plot No. 12769, Mouza - Siliguri, Pargana - Baikunthapur, Dist. Darjeeling (more fully described in Schedule of land hereunder written), has been lying vacant, in which the aforesaid persons, namely, Sri Tapash Biswas @ Tapas Biswas and three daughters namely Smt. Mandira Das, Smt. Sukla Mondal and Smt. Kakali Dutta Biswas, each one undivided 1/4<sup>th</sup> share each.
- E. Whereas as aforesaid 1) **SRI TAPASH BISWAS @ TAPAS BISWAS**, 2) **SMT. MANDIRA DAS**, 3) **SMT. SUKLA MONDAL** and 4) **SMT. KAKALI DUTTA BISWAS**, (the **Owners/First Party** named herein) jointly became the

Jyoti Biswas.

Mandira Das.

Bekla Mondal

Kavali Dutta Biswas

5

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Sujit Kumar Agarwal  
Partner

absolute Owners of the said land area measuring **4 Katha 11 Chhatak** more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. **799**, comprised in R.S Plot No. **12769**, J.L No. 110 (88), Touzi No. 3 (Ja), P.S Siliguri, District Darjeeling, within Ward No. 24 of Siliguri Municipal Corporation, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as "the said premises".

- F. For the purpose of an integrated development of the said premises, the Owners have decided to amalgamate their plots and develop the said premises by constructing a multistoried building thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, he has approached the Developer herein to develop the said premises by constructing a multistoried building thereon, to which the Developer has agreed on the terms and conditions stated hereunder.
- G. The said premises is free from all encumbrances, charges, liens, lispensens, attachments, trusts whatsoever or howsoever.
- H. All costs, charges and expenses in connection with the preparation of the Plan or Plans for construction of the building at the said premises, getting the same approved and/or sanctioned by the Siliguri Municipal Corporation and for completing the construction of the building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.
- I. The Owners have agreed to grant an exclusive right of development of the said premises in favour of the Developer, which they hereby do, for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.

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Tapash Biswas.

Mandira Das.

Sukla Mondal

Kakali Datta Biswas

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Aadya Construction  
Sujit Kumar Agarwal  
Partner

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:-

#### ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

- 1.1 Owners** shall mean the said 1) **SRI TAPASH BISWAS @ TAPAS BISWAS**, 2) **SMT. MANDIRA DAS**, 3) **SMT. SUKLA MONDAL** and 4) **SMT. KAKALI DUTTA BISWAS**, the aforesaid persons not only as Owners but also as having whatsoever right, title or interest that they or any person claiming under, through or in trust for their may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the First Schedule hereunder written including their heirs, legal representatives, executors and assigns.
- 1.2 Developer** shall mean said 'AADYA CONSTRUCTION' represented by one of its partners **SRI SUJIT KUMAR AGARWAL**, Son Late Raj Kumar Agarwal, its executors, representatives, administrators and assigns including its Partners at all materials times.
- 1.3 Premises** shall mean ALL THAT the entirety of the premises more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building** shall mean the proposed Parking + three (P+3) storied building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Siliguri Municipal Corporation for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.
- 1.5 Unit** shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building to be constructed at the said premises.
- 1.6 Super built-up area** shall mean the total constructed area which will include , water tanks, reservoirs, together with the width of the walls and such other areas

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Nayab Biswas  
Mandirza Das.  
Sukla Mondal  
Kankali Dutta Biswa

7

Aadya Construction  
Seyid-Muhammad-Agwan  
Partner

used for accommodating common services to the building to be constructed at the said Premises.

**1.7 Architect** shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building to be constructed at the said premises.

**1.8 The Plan** shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the Siliguri Municipal Corporation including modification or variation thereof which may be made from time to time.

**1.9 Saleable Area** shall mean the space or spaces in the proposed building available for independent use and occupation after making due provisions of common facilities and the space required therefore.

**1.10 Owners' Allocation** shall be shall be as follows:-

- i) The entire First Floor flat/s of the proposed new building.
- ii) The entire Second Floor flat/s of the proposed new building,
- iii) The Owners will be entitled to get five nos. garage/parking space each area measuring 120 Sq.Ft. at the Rear Portion of the ground floor in sharing proportionate way after leaving the staircase, lift area (if any), landings and entrance area in the ground floor of the proposed new building subject to the available area as per the plan or plans to be sanctioned by the respective authority and under the Rules and Regulations of the Siliguri Municipal Corporation for the proposed building to be constructed at the said premises, including the common facilities, together with all amenities to be allocated to the Owners as part consideration for permitting the Developer to develop the said premises and residentially exploit the same. The measurement of the flats which is to be constructed in the proposed new building shall be inclusive of super built-up area.

**1.11 Developer's Allocation** shall mean the remaining constructed area, remaining super built-up area comprising the remaining flats in each floor and remaining garages/car parking spaces and the constructed area in the ground floor of the



Vijayank Biswas -

Mandira Das.

Sanku Mondal

Kanaklambika Biswas

8

Aadya Construction  
Sujit Kumar Agarwal  
Partner

building as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed new building to be constructed at the said premises including the common facilities which shall absolutely belongs to the Developer after providing for the Owners' Allocation as aforesaid under this agreement, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation if the allocation of units in the proposed building is hereafter mutually determined and ascertain by the Owners and Developers of the available space there at.

- 1.12 Transfer** with its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.13 Transferee** shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said premises, has been transferred.
- 1.14 Words** importing singular shall include plural and vice versa.
- 1.15 Words** importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

#### ARTICLE II – COMMENCEMENT

- 2.0** This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

#### ARTICLE III – OWNERS' RIGHTS & REPRESENTATIONS

- 3.1** The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.
- 3.2** Excepting the Owners, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3** The said premises is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

Jyoti Biswas

Mandira Das.

Sukla Mondal

Kakali Dutta Biswas

Aadya Construction  
Sujit Kumar Agarwal  
Partner

3.4 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.

3.5 The Owners further represent if any dispute arises in future the Owners shall be responsible for any litigation related to their title and physical possession of the said land and in that event, the Owners shall, at their own costs and expenses, settle all disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owners over the Said premises and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner. Further, the Owners agree and acknowledge that in the event if any dispute arises in future or any disputes arises between the co-owners herein and for such disputes if the development and construction of the Project get interrupted, obstructed, hampered or delayed in any manner, then the Owners shall be liable to compensate the developer of all the costs, expenses, damages and losses occur for such delays and interruptions as aforesaid and the Developer shall have no liability in this regard.

3.6 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 Developer for the purpose of obtaining such clearance certificates for transfer of the undivided proportionate share of land pertaining to the area falling under the Developer's Allocation at the cost of the Developer.

3.7 All municipal Corporation rates and taxes, land revenue/khajna payments, electricity consumption charges and other outgoings related to the said premises have been cleared by the Owners and if any amount is found due hereafter as accruing before the Date of this Agreement, the same shall be cleared/paid by the Owners and the Developers shall not be liable to pay the same or any part thereof.

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#### **ARTICLE IV – DEVELOPER'S RIGHTS**

4.1 The Owners hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to residentially exploit the said Premises



*Jyoti Biswas.*

*Mandira Das.*

*Sakla Mondal*

*Komal Dutta Biswas.*

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**Aadya Construction**

*Sujit Kumar Agawal*  
**Partner**

upon the below schedule land and constructing the proposed building at the said premises in accordance with the plan or plans to be sanctioned by the Siliguri Municipal Corporation with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Siliguri Municipal Corporation and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

4.3 Nothing in these presents shall be construed as demise or any assignment creating any charge or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive and irrevocable license to the Developer to residentially/residential cum commercially exploit the same in terms hereof and to deal with the Developer's allocation in the proposed building to be developed at the said premises in the manner hereinbefore and hereinafter stated.

#### **ARTICLE V - PROCEDURE**

5.1 The Owners shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement.

5.2 The Owners shall grant a Development Power of Attorney in favour of the Developer firm or any one or more of its partners as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the proposed building at the said premises and

*Yashwantrao Bishwan*

*Mandira Das*

*Sukla Mondal*

*Kankali Dutta Biswan*

11

**Aadya Construction**

*Sujit Kumar Agawal*  
**Partner**

also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally.

5.3 The Owners shall vacate and handover the possession of the said premises in favour of the Developer at the time of signing of this agreement and the existing structures and the trees of the Owners at the said premises shall belongs to the Developer.

#### **ARTICLE VI – SPACE ALLOCATION**

6.1 Upon finalization of the plan for construction of the proposed building at the said premises, the Parties hereto shall earmark the Owners' Allocation as stated hereinabove, subject to the modifications and variations as may be permitted by the Siliguri Municipal Corporation, and the balance of the constructed area shall go to the share of the Developer in consideration of its having undertaken the construction of the proposed building at its own cost. Moreover as per the requirement, the Owners and the Developer shall mutually identify and demarcate their respective Owners' Allocation and Developer's Allocation on approval of the building plan and for the demarcation purpose the parties hereto would enter into a supplementary agreement in respect of their allocated shares in the proposed new building.

6.2 The Developer shall on completion of the proposed building, put the Owners in undisputed possession of the Owners allocation together with all rights in common in the common portions and common facilities.

6.3 Subject as aforesaid, the common portion of the said proposed building or buildings, the entire roof and open spaces of the building shall belong to the Owners and Developer in proportion to their sharing ratios/allocation herein mentioned.

6.4 The Owners shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners allocation in the proposed building at their will, subject to the conditions laid down elsewhere in this agreement.

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*Ujjwal Biswas.*

*Mandira Das.*

*Sukla Mandal*

*Karali Datta Biswas*

12

**Aadya Construction**  
*Sujit Kumar Agarwal*  
Partner

6.5 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the proposed building with exclusive right to choose and enter into agreements with intending purchasers thereof, fix rates, receive payments of advances and consideration money from the intending purchasers and to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

6.6 In so far as necessary, all dealings by the Developer in respect of construction and completion of the proposed building shall be in the name of the Owners for which purpose the Owners undertakes to give in favour of any one or more of the partners of the Developer firm or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.

6.7 The Developer shall have every liberty to handover the different constructed area from its 'Developer's Allocation' to different intending purchaser(s) against valuable consideration and the second party alone shall be able to execute and registered proper sale deed to and in favour of those intending buyers, as per its choice without the consent of the Owners and the said Owners shall not claim any constructed portion or any profit, arising out of sale consideration from the said 'Developer's Allocation'.

#### **ARTICLE VII – BUILDING**

7.1 The Developer shall at its own costs, construct erect and complete the proposed building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by its Architects from time to time. The proposed building shall be of residential type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Siliguri Municipal Corporation.

7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

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*Yoban Biswas*

*Mandira Das.*

*Sukla Mondal*

*Karalinta Biswas.*

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**Aadya Construction**  
*Sujil-Kumar Agawal*  
**Partner**

7.3 The Developer shall install and erect in the said proposed building, at its own costs, pumps, tube-well, water storage tanks and other facilities as are required to be provided in a multi-storied building in Siliguri having self-contained units and constructed for sale of constructed areas therein on Ownership basis and as mutually agreed to.

7.4 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the proposed building and other inputs and facilities required for the construction and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer firm or one or more of its partners Power(s) of attorney and other authorities as shall be required by the Developer. All costs charges and expenses thereof shall be borne and met by the Developer.

7.5 The Developer shall at it's own costs and expenses, construct and complete the said proposed building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.

7.6 All costs, charges and expenses, including architect's fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the Owners shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

#### **ARTICLE VIII – COMMON FACILITIES**

8.1 The Developer shall pay and bear all Corporation taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owners whether those are payable by the land owners or not to the Developer, till the date of the Owners receiving the Owners Allocation as

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Vijay Kumar Biswas.

Mandirika Das.

Sakula Mondal

Kamalindutta Biswas.

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Aadya Construction  
Sujit Kumar Agarwal  
Partner

stated herein in the proposed building and thereafter the Developer and/or its nominee or transferees shall bear such taxes, fees, etc., in respect of the Developer's Allocation only. The Owners will not be responsible for any nonpayment or non-compliance of any statutory provision with any authority.

8.2 As soon as the proposed building is completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners Allocation in the building and after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the said Owners Allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if the same are levied on the building as a whole.

8.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.

8.4 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the proposed building which will be fixed and/or determined mutually from time to time for the common facilities in the proposed building payable in respect of the Owners Allocation. The said charges include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for

14

Vijayank Biswas.

Mandiraj Das,

Sukla Mondal

Kavali Datta Biswas.

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Aadya Construction  
Sujit-Kumar Agawal  
Partner

the building and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or in the accommodation with the Owners Allocation or any part thereof or any additional maintenance or repair is required for the Owners Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges, as the case may be. The Owners and Developer and/or its nominees or purchasers shall create a common fund by way of making initial lump sum contributions and monthly contributions thereafter for the purpose of meeting the common expenses and maintenance charge and costs until a proper body or association of the occupiers of the proposed building is formed. The amount of the lump sum contribution and the monthly contribution shall be initially decided upon by the Owners and the Developer mutually.

**8.5** If any separate transformer is required to be installed for the proposed building, the cost of installation of the same including all incidental expenses shall be borne by the occupants of the proposed building equally. The Developer shall be entitled to recover expenses, if any, that may be borne by it in this regard from the occupiers.

**8.6** Any transfer of any part of the Owners Allocation in the proposed building shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owners transferee(s) does/do not pay the said rates and service charges for the common facilities. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoings and impositions in respect of the portions allocated to the Owners to the authorities concerned.

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*Jyoti Biswas*

*Mandira Das*

*Sukla Mondal*

*Kankaladutta Biswas*

16

*Aadya Construction*  
*Suyit-Kumar Azamul*  
**Partner**

8.7 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said proposed building at the said premises and from selling the Developer's Allocation in the proposed building.

### **ARTICLE IX – COMMON RESTRICTIONS**

9.1 The Owners Allocation in the proposed building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the proposed building intended for the common benefits of all occupiers of the proposed building which shall include the following.

9.2 The Owners/Developer shall not use or permit to use the Owners Allocation/Developer's Allocation in the proposed building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the proposed building.

9.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other and the architect in writing in this behalf.

9.4 The Developer and the Owners shall abide by all laws, bye-laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

9.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the proposed building in good working condition and repair and in particular so as not to cause any damage to the proposed building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach. The respective allottees shall always permit the repair and maintenance works of the building in general and

*Chhobh Biswas*

*Mandira Das*

*Sukla Mondal*

*Kanakanta Biswas*

17

*Aadya Construction*  
*Sujit Kumar Agarwal*  
**Partner**

the flats in particular including electrical, plumbing and other works in the best interest of all concerned.

9.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void or voidable any insurance of the proposed building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

9.7 No goods or other items/materials shall be kept by the Owners or by the Developer for display or otherwise in the staircase/landings/corridors/passages or other places for the common use in the proposed building and no hindrance shall be caused in any manner in the free movement in the staircase/ landings/ corridors/ passages and other places for common use in the proposed building and in case any such hindrance is caused, the Developer or the Owners, as the case may be, shall be entitled to remove the same at the risk and cost of the others.

9.8 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the proposed building or in the compounds corridors or any other portion or portions of the proposed building.

#### **ARTICLE X – OWNERS' OBLIGATIONS**

10.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed building at the said premises by the Developer or by their acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.

10.2 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the proposed building.

10.3 The Owners hereby agree and covenant with the Developer 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.

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Jyoti Biswas.

Mandira Das

Sukla Mondal

Karale Datta Biswas

18

Aadya Construction  
Sujit Kumar Agardal  
Partner

10.4 The Owners hereby agree and covenant with the Developer that the Electricity Transformer infrastructure proportionate cost and Individual Electricity Meter installation cost of the 'Owners' Allocation' shall be borne by the Developer.

#### **ARTICLE XI – DEVELOPER’S OBLIGATIONS**

11.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the Owners allocation in the proposed building at the said premises in terms of the sanctioned plan/s within a period of 24 months (twenty four) months from the date of obtaining the sanctioned Plan from the Siliguri Municipal Corporation subject to the obtaining of vacant possession of the said premises from the Owners for the purpose of development and the Owners performing the obligations cast upon them. Such period shall however exclude any delay, which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

11.2 The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners Allocation in the proposed building at the said premises, subject to the terms and conditions herein contained.

11.3 Subject to the Owners performing their obligations under this Agreement, That if the Developer fails to complete the construction of the Owners' allocation of the building at the said premises within the time specified in Clause 11.1 hereinabove in that event the Developer shall be afforded a further period of six months to complete such construction, but no further extension shall be allowed. If, however, the Developer is unable to complete the construction of the proposed building at the said premises within the extended period, it shall be entitled to seek payment of the cost of the construction up to the extent undertaken by it from the Owners.

11.4 Tax liabilities such as income tax, sales tax, wealth tax and other liabilities in the nature of provident fund contributions, E.S.I. etc., as statutorily leviable in respect of the construction activity upto the extent of the Developer's share in the allocation

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*Vijay Biswas*

*Mandira Das*

*Sukla Mondal*

*Karali Dutta Biswas*

19

*Aadya Construction  
Sujit-Kumar Agarwal  
Partner*

shall be borne by the Developer and any capital gains impositions, or any TDS against the consideration amount received against Owner's Allocation shall be borne by the Owner.

#### **ARTICLE XII – OWNERS' INDEMNITY**

12.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance, provided that the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or act of the Owners, the Owners undertakes to indemnify the Developer upto the extent of the damages/losses suffered by the Developer as a consequence thereof.

12.2 The Owners hereby undertake to keep the Developer indemnified against all third party claims and actions against the said premises and/or the said proposed building to be constructed at the said premises or any portion of the said proposed building.

#### **ARTICLE XIII – DEVELOPER'S INDEMNITY**

13.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of breach of the Developer in or relating to or arising out of the construction of the said building at the said premises.

13.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

#### **ARTICLE XIV – MISCELLANEOUS**

14.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association



*Jyoti Biswas*

*Mandira Das*

*Sukh Mondal*

*Kavali Datta Biswas*

20

**Aadya Construction**

*Sujit Kumar Agnewel*  
**Partner**

of Persons. None of the parties shall be entitled to challenge the legality 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.

**14.2** It is understood that from time to time to facilitate the construction of the proposed building at the said premises by the Developer, various deeds, 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 hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the Owners and/or go against the spirit of this Agreement.

**14.3** 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 acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid Registered post with acknowledgement due to the office of the Developer.

**14.4** It is clearly understood and agreed by and between the Owners and the Developer that if any act, deed or thing is required to be done or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or West Bengal Housing Industry Regulation Act, 2017 or any more act implemented by the government, it shall be jointly responsibility of the Owners and Developer to observe, fulfill, perform and carry out the duties,

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Vijayank Biswas.

Mandira Das.

Sukla Mondal

Kavali Dutta Biswas

21

Aadya Construction  
Suyit Kumar Agarwal  
Partner

responsibilities and obligations cast upon them by the said Act and Rules framed thereunder from time to time and for such purpose the Owners and the Developer shall co-operate with each other at all materials times hereafter.

14.5 The Developer and the Owners shall mutually frame a scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/ Society/ Association/ Holding Organization and hereby give their consent to abide by the same.

14.6 As and from the date of completion of the proposed building, the Developer and/or its 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.

14.7 The entire roof / terrace of the building, until the completion of the construction, shall belong to the Developer and the land Owners exclusively in proportion to their sharing ratios/allocation mentioned herein.

14.8 The proposed building to be constructed on the said premises shall be named as "**VYOM (BLOCK-B)**" as desired by the Owners in consultation with the Developer.

#### **ARTICLE XV – FORCE MAJEURE**

15.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

15.2 Force Majeure shall mean nature of acts, pandemic and its after effects such as economical and financial effects, lock downs, flood, earthquake, riot, war, storm, tempest, civil commotion, Government norms and restriction barring or deferring the supply of raw materials required for construction and/or any other act or commission beyond the control of the parties hereto.

A



Tapash Biswas

Mandira Das.

Sukla Mandal

Kankal Dutta Biswas

22

Aadya Construction  
Sujit Kumar Agawal  
Partner

#### **ARTICLE XVI - JURISDICTION**

16.0 The Courts at Siliguri alone shall have jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

#### **THE FIRST SCHEDULE ABOVE REFERRED TO**

##### **DESCRIPTION OF THE PREMISES**

All that piece or parcel of homestead land measuring **4 Katha 11 Chhatak** more or less, recorded in R.S Khatian No. **799**, comprised in and forming part of R.S Plot No. **12769**, situated within Pargana Baikunthapur, Mouza - **Siliguri**, J.L No. 110 (88), Touzi No. 3 (Ja), Additional District Sub-Registrar Office **Siliguri**, Dist. Darjeeling, Pin-734001, Post Office- Siliguri, within Ward No. **24** of Siliguri Municipal Corporation, Police Station Siliguri, **North Bharat Nagar**, in the state of West Bengal. (Present classification and use of land: Bastu; Proposed use of land: Bastu)

##### **The said premises is presently butted and bounded as follows:-**

- By the North : By Land of Prativa Rani Basak & Ratnes Kumar Basak;  
By the South : By Land of Tapash Biswas and Others;  
By the East : By Siliguri Municipal Road 24 Ft';  
By the West : By Sweeper Road and then Nani Gopal Mallik, Now Jiban Mishra.

10

Vijay Kumar Biswas

Manoj Kumar Das

Sukela Mondal

Kakali Dutta Biswas

23

Aadya Construction  
Sujit Kumar Agarwal  
Partner

### SPECIFICATIONS IN RESPECT OF THE FLAT

(To be allotted to the Owners)

1. Hall Kitchen and Bathroom: Marble or tiles (price not exceeding Rs 40/- per sq ft)
2. Kitchen slab: Price not exceeding Rs 90/- Per Sq Ft.
3. Bathroom wall: Covered with tiles upto 6 feet height.
4. Flooring of other rooms: Marble/tiles/mosaic (as decided by the Owners).
5. Main door of flat: Hard Wood door duly polished or Flush Doors with Maika Pasting.
6. Interior doors of flat: 32 mm Flush Doors; with white surface paint.
7. Bathroom doors: Plastic Doors.
8. Windows & Balcony shall have Grill.
9. Doors shall have wooden frame (Chowkath); 5 X 2.5 Size Saal wood or UPVC Door Frame
10. Windows: Aluminium fabricated windows.
11. Modular Switches and Sockets (MK Ivory)/Hevalls/Logus/Philips/Goldmedal series.
12. Finolex/Mescab/Anchor/Gloster/Hevalls Wires.
13. Bathroom taps of Essel Series.
14. Exterior of the building to be painted by ICI/Nerolac/Asian.
15. Walls: Brick built, cement plastered walls with coat of lime punning in interior.
16. Electrical points in all rooms with concealed wiring of ISI quality materials.  
Other works at the cost of Owners.

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Vyom Biswas.

Mandira Das.

Sukla Mondal

Kakali Dutta Biswas

24

Aadya Construction  
Sujit Kumar Agarwal  
Partner

### SPECIFICATION IN RESPECT OF BUILDING

#### (To be constructed in First Schedule land).

1. Standard specifications as aforesaid.
2. Layout of flats as per approved plan and special requirements at extra cost.
3. Boring 4 INCHES– for common use.
4. Main gate and sub-gate: Decorated.
5. Staircase: Marble slabs with STEEL railings.
6. One Lift of four passengers will be installed.
7. Water tank: Three tanks of 2000 liters. Each in fixed location above top terrace/roof.
8. Electricity meter: Common to be installed by developer. Separate to be installed by subsequent allottees/purchasers at own cost at specified portion.
9. Steel rods: ISI/Super/SRMB/Durgapur.
10. All flats measurement inclusive of 20% share of super structure.
11. Finishing of boundary walls on sides.
12. The name of the building “VYOM (BLOCK-B)” in stainless steel letters of English script to be fixed in frontal face of building.

4

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

**WITNESSES:**

1. Rajesh Kumar Dey  
Sp. Lete Ganesh Ch. Dey  
Sambarnagar, Siliguri

1. Jayank Biswas
2. Mandira Das
3. Sakla Mondal
4. Rakali Dutta Biswas

---

**The Owners**

2. Prakash Kous  
Sp. Lt. Bablu Kous  
Ashram Road, Siliguri

**Aadya Construction**  
Sujit Kumar Agarwal  
Partner

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Partners: For AADYA CONSTRUCTION

**The Developer**

**Drafted typed and explained by me in my office:**










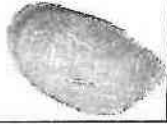



Advocate, Siliguri.












Enrolment No. 202/210/1990














**LAND OWNERS**

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Jaganath Biswas</i>					
					

*Jaganath Biswas*  
 \_\_\_\_\_  
 SIGNATURE











PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Mandira Das</i>					
					

*Mandira Das*  
 \_\_\_\_\_  
 SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Sukla Mondal</i>					
					

*Sukla Mondal*  
 \_\_\_\_\_  
 SIGNATURE

**LAND OWNER**

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Kanka Biswas					
					

*Kankali Dutta Biswas.*

SIGNATURE

**DEVELOPER**

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 A Sujit Kumar Agawal Partner					
					

Aadya Construction

*Sujit Kumar Agawal*

Partner

SIGNATURE



# IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



*Rajesh Kumar Dey*

Signature of Identifier

### Major Information of the Deed

Deed No :	I-0402-02852/2022	Date of Registration	21/09/2022
Query No / Year	0402-2002824496/2022	Office where deed is registered	
Query Date	20/09/2022 4:28:36 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	DEBASISH CHAKRABORTY SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 7319069353, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 71,71,875/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



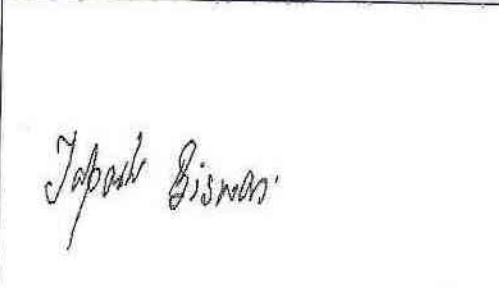


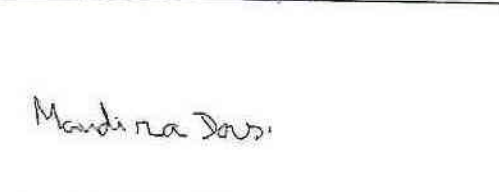



#### Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: NORTH BHARAT NAGAR WARD NO.24, Mouza: Siliguri, JI No: 88, Pin Code : 734001

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-12769	RS-799	Bastu	Bastu	4 Katha 11 Chatak	1/-	71,71,875/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>7.7344Dec</b>	<b>1 /-</b>	<b>71,71,875 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri TAPASH BISWAS,</b> <b>(Alias: Shri TAPAS BISWAS) (Presentant )</b> Son of Late HARAMOHAN BISWAS Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office			
		21/09/2022	LTI 21/09/2022	21/09/2022
36/7, CHANDRA NATH ROY ROAD, TILJALA, City:- , P.O:- TILJALA, P.S:-Tiljala, District:-South24-Parganas, West Bengal, India, PIN:- 700039 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5L, Aadhaar No: 22xxxxxxxx9164, Status :Individual, Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office				
2	<b>Name</b> <b>Smt MANDIRA DAS</b> Wife of HARI CHARAN DAS Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office			
		21/09/2022	LTI 21/09/2022	21/09/2022
BANESWAR BAZAR, COOCHBEHAR, City:- Coochbehar, P.O:- BANESWAR SO, P.S:-Coochbehar, District:-Coochbehar, West Bengal, India, PIN:- 736133 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BHxxxxxx9G, Aadhaar No: 24xxxxxxxx4451, Status :Individual, Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office				
3	<b>Name</b> <b>Smt SUKLA MONDAL</b> Wife of NIRMAL MONDAL Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office			
		21/09/2022	LTI 21/09/2022	21/09/2022
FLAT-2D, POCKET1, ASTHA APARTMENT, MAYUR VIHAR, City:- , P.O:- MAYUR VIHAR, P.S:-MAYUR VIHAR PH-I, District:-East, Delhi, India, PIN:- 110096 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BUxxxxxx1F, Aadhaar No: 33xxxxxxxx4728, Status :Individual, Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office				



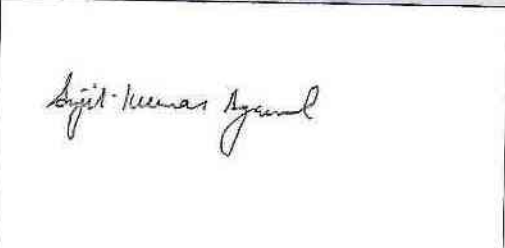


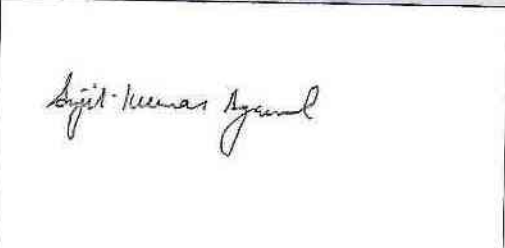


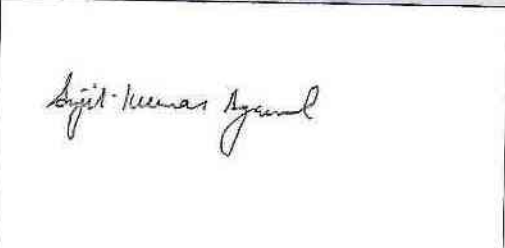


4	Name	Photo	Finger Print	Signature
	<b>Smt KAKALI DUTTA BISWAS</b> Wife of DIPANKAR DUTTA Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office	 21/09/2022	 LTI 21/09/2022	 21/09/2022
HASI NIWAS, NORTH BHARATNAGAR, City:- Siliguri Mc, P.O:- RABINDRA SARANI, P.S:-Silliguri, District:-Darjeeling, West Bengal, India, PIN:- 734006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BHxxxxxx0B, Aadhaar No: 70xxxxxxxx5986, Status :Individual, Executed by: Self, Date of Execution: 21/09/2022 , Admitted by: Self, Date of Admission: 21/09/2022 ,Place : Office				

#### Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<b>AADYA CONSTRUCTION</b> ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Silliguri, District:-Darjeeling, West Bengal, India PIN:- 734001 , PAN No.:: AAxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri SUJIT KUMAR AGARWAL</b>            Son of Late RAJ KUMAR AGARWAL            Date of Execution - 21/09/2022, , Admitted by: Self, Date of Admission: 21/09/2022, Place of Admission of Execution: Office         </td> <td>             Sep 21 2022 1:45PM         </td> <td>             LTI            21/09/2022         </td> <td>             21/09/2022         </td> </tr> </tbody> </table> <p>ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Silliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 23xxxxxxxx2332 Status : Representative, Representative of : AADYA CONSTRUCTION (as PARTNER)</p>	Name	Photo	Finger Print	Signature	<b>Shri SUJIT KUMAR AGARWAL</b> Son of Late RAJ KUMAR AGARWAL Date of Execution - 21/09/2022, , Admitted by: Self, Date of Admission: 21/09/2022, Place of Admission of Execution: Office	 Sep 21 2022 1:45PM	 LTI 21/09/2022	 21/09/2022
Name	Photo	Finger Print	Signature						
<b>Shri SUJIT KUMAR AGARWAL</b> Son of Late RAJ KUMAR AGARWAL Date of Execution - 21/09/2022, , Admitted by: Self, Date of Admission: 21/09/2022, Place of Admission of Execution: Office	 Sep 21 2022 1:45PM	 LTI 21/09/2022	 21/09/2022						

#### Identifier Details :

Name	Photo	Finger Print	Signature
<b>Shri RAJESH KUMAR DEY</b> Son of Late GANESH CHANDRA DEY SRABAN NAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Silliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	 21/09/2022	 21/09/2022	 21/09/2022



Identifier Of Shri TAPASH BISWAS, Smt MANDIRA DAS, Smt SUKLA MONDAL, Smt KAKALI DUTTA BISWAS, Shri SUJIT KUMAR AGARWAL

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri TAPASH BISWAS	AADYA CONSTRUCTION-1.93359 Dec
2	Smt MANDIRA DAS	AADYA CONSTRUCTION-1.93359 Dec
3	Smt SUKLA MONDAL	AADYA CONSTRUCTION-1.93359 Dec
4	Smt KAKALI DUTTA BISWAS	AADYA CONSTRUCTION-1.93359 Dec

Endorsement For Deed Number : I - 040202852 / 2022

On 21-09-2022

**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 13:15 hrs on 21-09-2022, at the Office of the A.D.S.R. SILIGURI by Shri TAPASH BISWAS Alias Shri TAPAS BISWAS, 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 71,71,875/-

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

Execution is admitted on 21/09/2022 by 1. Shri TAPASH BISWAS, Alias Shri TAPAS BISWAS, Son of Late HARAMOHAN BISWAS, 36/7, CHANDRA NATH ROY ROAD, TILJALA, P.O: TILJALA, Thana: Tiljala, , South 24-Parganas, WEST BENGAL, India, PIN - 700039, by caste Hindu, by Profession Business, 2. Smt MANDIRA DAS, Wife of HARI CHARAN DAS, BANESWAR BAZAR, COOCHBEHAR, P.O: BANESWAR SO, Thana: Coochbehar, , City/Town: COOCHBEHAR, Coochbehar, WEST BENGAL, India, PIN - 736133, by caste Hindu, by Profession House wife, 3. Smt SUKLA MONDAL, Wife of NIRMAL MONDAL, FLAT-2D, POCKET1, ASTHA APARTMENT, MAYUR VIHAR, P.O: MAYUR VIHAR, Thana: MAYUR VIHAR PH-I, , East, DELHI, India, PIN - 110096, by caste Hindu, by Profession House wife, 4. Smt KAKALI DUTTA BISWAS, Wife of DIPANKAR DUTTA, HASI NIWAS, NORTH BHARATNAGAR, P.O: RABINDRA SARANI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession House wife

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

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

Execution is admitted on 21-09-2022 by Shri SUJIT KUMAR AGARWAL, PARTNER, AADYA CONSTRUCTION (Partnership Firm), ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2022 11:47AM with Govt. Ref. No: 192022230125494181 on 21-09-2022, Amount Rs: 21/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 87910220 on 21-09-2022, Head of Account 0030-03-104-001-16



### Payment of Stamp Duty

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

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 1772, Amount: Rs.5,000/-, Date of Purchase: 20/09/2022, Vendor name: B R Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/09/2022 11:47AM with Govt. Ref. No: 192022230125494181 on 21-09-2022, Amount Rs: 5,020/-, Bank: ICICI Bank ( ICIC0000006), Ref. No. 87910220 on 21-09-2022, Head of Account 0030-02-103-003-02



**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 87769 to 87804

being No 040202852 for the year 2022.



*Syangden*

Digitally signed by SANGHA RATNA  
SYANGDEN

Date: 2022.09.22 19:07:51 +05:30

Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2022/09/22 07:07:51 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)