

SL No. 1594/2023

I- 1560/2023



अभिचरवर्ग पश्चिम बंगाल WEST BENGAL

S 312102

2/1511896/2023

Prangden
12.23.
15.06.23

Suparna Sinha

Yashrajit Sinha

M/S. LABANI CONSTRUCTION

Amr Pater Chakraborty
PARTNER

AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 15TH.
DAY OF JUNE, TWO THOUSAND TWENTY- THREE.

CERTIFIED THAT THE DOCUMENT IS ADMITTED
TO REGISTRATION IN THE YEAR 2023 AND
THE ENDORSEMENT OF THE REGISTRAR IS
DOCUMENT ARE THE PART OF THE DOCUMENT

Prangden
15/06/2023

Amr Pater Chakraborty

:2:

BETWEEN

Suparna Sinha

Yudhajeet Sinha

M/S. LABANI CONSTRUCTION

Arup Ratan Ghosh
PARTNER

1. **SMT SUPARNA SINHA** wife of Sri Gautam Sinha, having allotted Income Tax Permanent Account No. AJBPS9436L and Aadhar No. 817763664658, Hindu by religion, Indian by Nationality, Advocate by profession, residing at Kalibari Road, Sukanta Pally, SMC Ward No. 33, P.O. Siliguri Bazar, P.S. New Jalpaiguri, in the District of Jalpaiguri.
2. **SRI YUDHAJEET SINHA** son of Sri Gautam Sinha, (having allotted Income Tax Permanent Account No. FABPS3498N and Aadhar No.698107014829, Hindu by religion, Indian by Nationality, Advocate by profession, residing at Kalibari Road, Sukanta Pally, SMC Ward No. 33, P.O. Siliguri Bazar, P.S. New Jalpaiguri, in the District of Jalpaiguri - hereinafter jointly called the "**FIRST PARTY / LANDLORD**" (which term and expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

A N D

M/s. LABANI CONSTRUCTION a partnership firm (allotted Income Tax Permanent Account No. AAKFL2591B) having its office situated at 26, B.M Sarani, Mahananda Para, P.O. and P.S. Siliguri, within the District of Darjeeling in the state of West Bengal represented by one of its partner **SRI ARUP RATAN GHOSH** son of late Anil Chandra Ghosh, resident of 26, B.M Sarani, Mahananda Para, P.O. and P.S. Siliguri, District - Darjeeling - hereinafter called the "**DEVELOPER / SECOND PARTY**" (which term and expression shall unless excluded by or repugnant to the context be deemed to include its legal representatives, executors, administrators, successors-in-office and assigns) of the "**SECOND PART**".

Arup Ratan Ghosh

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Suparna Sinha

Yashraj Sinha

MS. LABANI CONSTRUCTION

Arup Ratan Choudhary
PARTNER

- A. **WHEREAS** the First Party/Landlord became the absolute joint owner in possession of 0.08 acre or 8 (eight) decimals of land by virtue of a registered Deed of Gift being the Title Deed No. 1460 for the year 2007 registered in the office of Additional District Sub-Registrar (ADSR) Siliguri transcribed in Book No. I, Volume No. 41 at pages 197 to 202. for the year 2007. Since the date of said Gift the First Party/Landlord is in actual, khas, physical possession of the said land having permanent, heritable and transferable right, title and interest therein. After the said Gift they duly applied for recording their respective names in the Record of Rights before the B.L & L.R.O Siliguri Municipal Area. Being satisfied about their physical possession and title the land reforms authority issued ROR in their name vide Khatian Nos. 6366 and 6367, Mouza – Siliguri, (Now) Siliguri Dakshin -2.
- B. **WHEREAS** the owners jointly declare that the schedule 'A' land mentioned hereinbelow is free from all encumbrances, charges, liens, lispendens, attachments, whatsoever or howsoever and they wish to develop the schedule 'A' land by constructing a multistoried residential building therein for the purpose of their joint benefits, greater interest and for their common enjoyment, use and utilization.
- C. **WHEREAS** for the purpose of development and for constructing the multistoried building in the schedule 'A' land described hereinbelow, hereinafter referred to as the 'said premise', the owners have jointly approached the Developer herein to develop the said premise by constructing a multistoried residential building therein, to which the Developer has agreed on the terms and conditions stated hereunder.
- D. **WHEREAS** all costs, charges and expenses in connection with preparation of the building plan or plans and for obtaining all statutory permissions for construction of the building at the said premise, getting the same approved and/or sanctioned by the Chief Executive Office, Siliguri Municipal Corp. and SJDA and for completing the construction of the building at the said premise in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.

Arup Ratan Choudhary

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Suparna Sinha

Yudhajeet Sinha

M/S. LABANI CONSTRUCTION

Atrop Ratan Capal
PARTNER

- E. **WHEREAS** the owners have agreed to grant an exclusive right of development of the said premise in favour of the Developer 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.

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 the -

- 1.1 **Owner** shall mean Smt Suparna Sinha and Sri Yudhajeet Sinha who will be representing as one of the joint owners and shall deem to have right, title or interest whatsoever that they may have or had as Executor, Legatee, or otherwise in respect of the Premises described in the Schedule 'A' hereunder written and also their respective heirs, legal representatives, executors and assigns. In case of demise of any of the land owners, as aforesaid, the legal heir or heirs as the case may be, as per Hindu succession Act, of the said owner shall be completely bound by the terms and conditions of this agreement beyond any doubt of whatsoever nature and shall be completely liable and or duty bound to abide by and act as per the terms and conditions of the present agreement.
- 1.2 **Developer** shall mean the said "M/s LABANI CONSTRUCTION" and its partners, legal representatives, successors, executors and administrators and assigns at all materials times.
- 1.3 **Premises** shall mean **ALL THAT** the entirety of the premises more fully and particularly described in the Schedule 'A' hereunder written.
- 1.4 **Building** shall mean a multistoried building to be constructed as per approved building plan at the premises / land fully described in the Schedule 'A' below with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of SJDA and Siliguri Municipal Corporation as per the plan or plans to be sanctioned and the same also includes revised plan.

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Atrop Ratan Capal

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Suparna Sinha

Apurva Sinha

M/S. LABANI CONSTRUCTION

Arup Ratan Capoor
PARTNER

- 1.5 **Unit** shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity and may be called as residential flat at the building or buildings to be constructed at the said premises.
- 1.6 **Super built-up area** shall mean the total constructed area which will include corridors, staircases, passageways, water tanks, reservoirs, together with the width of the walls and such other areas 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 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 or buildings prepared by qualified engineer(s) and shall be sanctioned by the SJDA / Siliguri Municipal Corporation as applicable including modification, variation or revision as per permission thereof which may be made from time to time.
- 1.9 **Saleable Area** shall mean the space or spaces in the new building available alongwith proportionate common area for independent use and occupation after making due provisions of common facilities and the space required thereof.
- 1.10 **Owners' Allocation:-** shall mean and include the following residential cum commercial flats and car parking space in the proposed building in the Schedule – "A" land below to be constructed as per the sanction building plan being No. SWS-OBPAS/0104/2022/2187 dated 15/04/2023 Sanctioned by Siliguri Municipal Corporation including of super buildup area, common facilities and common users alongwith proportionate share of schedule "A" land: -
- a) One flat measuring 833 Sq.ft (with super built-up area) situated at First floor Marked as – "C" shall be allocated to owner/landlord as per the building plan to be sanctioned.

Arup Ratan Capoor

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Suparna Sinha

Yashraj Sinha

M/S. LABANI CONSTRUCTION

Arup Renter Choudhary
PARTNER

- b) One flat measuring 774 Sq. ft (with super built-up area) situated at Second floor Marked as – “B” shall be allocated to owner/landlord as per the building plan to be sanctioned.
- c) One flat measuring 852 Sq. ft (with super built-up area) situated at Third floor Marked as – “A” shall be allocated to owners/landlord per the building plan to be sanctioned.
- d) One parking space measuring 411.33 Sq. ft. at Ground floor East side to be allocated to owner/landlord.
- e) One Shop room measuring 282 Sq. ft. at Ground floor North-East side to be allocated to owner/landlord.
- f) In case of any liability towards GST accrues with respect to the owners' allocation in such circumstances it shall be the absolute liability of the owners' to pay for the same.

1.11 **Developer's Allocation:-** shall mean excluding the aforesaid Owners' allocation the remaining portion of the building to be constructed in the schedule 'A' land described herein below shall amount to Developer's Allocation 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. The Developer allocation is being allocated to the developer as consideration for developing the said premises and commercially exploiting the same.

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 as per Transfer of Property Act in a multi-storied building to the respective purchasers thereof.

Arup Renter Choudhary

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Suparna Sinha

Yashraj Sinha

M/S. LABANI CONSTRUCTION

Arup Ranjan Choudhary
PARTNER

- 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

- 2.1 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 land and premise, more fully and particularly described in the Schedule 'A' hereunder written.
- 3.2 Excepting the Owners, no other person or persons have any claim or interest and/or demand over and in respect of the said premise and/or any portion thereof.
- 3.3 The said premise is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.
- 3.4 There is no vacant land at the said premise within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.
- 3.5 There is no bar, legal or otherwise, for the owners to obtain the certificates, sanctions, consents or permissions that may be required for transferring the proportionate undivided share or interest in the land contained at the said premise to the respective purchasers of flats and/or units /space in the new building/s to be constructed at the said premise.

Arup Ranjan Choudhary

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Suparna Sinha

Yashraj Sinha

M/S. LABANI CONSTRUCTION

Arup Ratan Chakraborty
PARTNER

- 3.6 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 of them or any person claiming under them.
- 3.7 It is agreed and understood by and between the parties hereto that the Owner shall sign all such forms and papers jointly as well as severally 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.

ARTICLE IV – DEVELOPER'S RIGHTS

- 4.1 The Owner hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said Premise by constructing the new building at the said premises in accordance with the plan or plans to be sanctioned by the Siliguri Municipal Corporation/SJDA as applicable, or any other appropriate authority with or without any modification 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 Owner and/or the Developer (through duly authorized representative on their 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 building plan to Siliguri Municipal Corporation / SJDA (as applicable) and for obtaining LUCC from SJDA or any 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. The owner shall give all document of their land to the Developer as may be required for the purpose of sanctioning building plan.

Arup Ratan Chakraborty

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Suyarna Sinha

Yashrajit Sinha

M/S. LABANI CONSTRUCTION

Arup Ratan Choudhary
PARTNER

4.3 Nothing in these presents shall be construed as any assignment creating any charge or conveyance in law by the Owner of the said premise 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 commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building to be developed at the said premise in the manner hereinbefore and hereinafter stated.

4.4 In case in future any person whether the family members of the owners in this present or any third party / stranger raises any objection as to the sanctity of the ownership and right, title and interest of the owners of this presents pertaining to the Schedule 'A' land written hereunder – in such circumstances it will be the sole obligation on the part of the owners jointly or severally to settle such issue / dispute and the Developer shall in no manner be responsible for the same as well as for any consequences arising out of or due to such dispute or differences.

ARTICLE V – CONSIDERATION

5.1 In consideration of the owner allowing the Developer to develop the said premise the Developer shall allocate aforesaid Developer's allocation in the said multistoried building to be constructed in the Schedule 'A' land fully described hereunder below as per the sanction building plan being No. SWS-OBPAS/0104/2022/2187 dated 15/04/2023 Sanctioned by Siliguri Municipal Corporation to the Owner as Owners' Allocation as defined in Article I.10 hereinabove.

ARTICLE VI – PROCEDURE

6.1 The Owners shall grant a Power of Attorney in favour of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building at the said premise and also for pursuing and following up the matter with the Siliguri Municipal Corporation / SJDA authorities 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.

Arup Ratan Choudhary

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Sugama Sinha

Yashraj Sinha

MS. LABANI CONSTRUCTION

Arup Raha Chandra
PARTNER

- 6.2 The owner shall deliver vacant possession of the said premise to the developer immediately on execution of this agreement.

ARTICLE VII – SPACE ALLOCATION

- 7.1 The entire constructed space with super built – up area in the newly constructed building in the schedule 'A' land shall be considered as the allocation of the Developer.

ARTICLE VIII – BUILDING

- 8.1 The Developer shall at its own costs, construct erect and complete the new building at the said premise in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects and as set out in the **Schedule 'B'** hereunder written. The new building shall be of residential type having elevation and features permissible under the rules and regulation applicable to the said premise as may be approved by the by the Chief Executive Office, Siliguri Municipal Corporation / SJDA authorities.
- 8.2 Subject to as aforesaid, the decision of the Developer and the architect regarding the quality of the materials and the specification as stated in the **Schedule 'B'** hereunder shall be final and binding upon the parties hereto.
- 8.3 The Developer shall install and erect in the said new building, at its own costs, pumps, tube-well, water storage tanks, rain water pipes and other facilities as are required to be provided in a multi-storied building in Siliguri and adjoining areas having self-contained residential units/flats and constructed for sale of constructed areas therein on ownership basis and as mutually agreed upon.
- 8.4 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain temporary and permanent connections of water, electricity power, to the new building and other inputs and facilities like drainage and sewerage required

Arup Raha Chandra

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Sujana Senha

Apurva Senha

M/S. LABANI CONSTRUCTION

Apurva Senha
PARTNER

for the construction and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer or its nominee Power(s) of attorney. All costs charges and expenses thereof shall be borne and met by the Developer.

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

8.6 All costs, charges and expenses, including architect's fees during the construction of the building at the said premise 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 by them under this Agreement in a diligent and sincere manner.

ARTICLE IX – COMMON FACILITIES

9.1 The Developer shall pay and bear all Corporation and other taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premise accruing as and from the date of handing over vacant possession by the Owners to the Developer, till the date of the Owners receiving the amount on account of Owners' Allocation. Thereafter the said expenses shall be paid by the Developer and/or it's nominee or by the respective transferees.

9.2 As soon as the new building is completed, the Developer shall give notice to the Owners about the completion of the construction work and necessary completion certificate shall be obtained.

9.3 The Owners and the Developer shall punctually and regularly pay taxes and other charges for their respective allocations at 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.

Apurva Senha

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Suparna Sinha

Madhujit Sinha

M/S. LABANI CONSTRUCTION

Anup Kumar Choudhary
PARTNER

9.4 The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises.

ARTICLE X – OWNERS' OBLIGATION

- 10.1 The owner hereby state that in case of any discrepancies or any defect found with respect to their title of the said premises in that case they shall rectify such defect and or discrepancies at their own effort and cost and shall keep the developer absolutely indemnified from all liabilities which may arise due to such defect in their title.
- 10.2 That if any Plot number or Khatian number as mentioned in their Title Deeds is / are found to be incorrect in that case the owner shall immediately make / execute and register rectification deed to rectify such defect for establishing their lawful title.
- 10.3 That in case of any such rectification as stated in the earlier paragraph the owner after such rectification shall also rectify their Khatain/ROR accordingly through a lawful proceeding.
- 10.4 The Owner hereby agrees and covenant with the Developer not to cause any Interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.5 The Owner 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 new building.
- 10.6 The Owners hereby agree and covenant with the Developer not to let out, mortgage, and/or create charge in the said premise or any portion thereof without the consent in writing of the Developer during the period of construction.

Anup Kumar Choudhary

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Suparna Sinha

Neha Sinha

M/S. LABANI CONSTRUCTION

PARTNER

Anup Renter Gohel

ARTICLE XI – DEVELOPER'S OBLIGATIONS

- 11.1 The Developer hereby agrees and covenants with the Owner to complete the construction of the new building at the said premise in terms of the sanctioned plan/s phase by phase within a reasonable period of time from the date of obtaining the sanctioned Plan and upon obtaining the possession of the said premise from the Owners for the purpose of development. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.
- 11.2 That if the Developer fails to complete the construction of the new building at the said premise within the time specified hereinabove in that event the developer shall compensate the owner as per mutually agreed terms.

ARTICLE XII – OWNERS' INDEMNITY

- 12.1 The Owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its entire space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 12.2 The Owner hereby undertake to keep the Developer indemnified against all third party claims and actions against the said premise in respect of the Owners' allocation and Developer's allocation at the said premise.

ARTICLE XIII – DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building at the said premise.

Anup Renter Gohel

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Suparna Sinha

Yashraj Sinha

M/S. LABANI CONSTRUCTION

Arup Ratan Choudhary
PARTNER

- 13.2 The Developer hereby undertakes to keep the Owner 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 premise.

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 construe 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 of Persons.
- 14.2 It is understood that from time to time to facilitate the construction of the new building at the said premise 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 Owner 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 undertake 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.

Arup Ratan Choudhary

:15:

Sujarna Sinha

Yellapati Sinha

M/S. LABANI CONSTRUCTION

Arup Ranjan Chakrabarti
PARTNER

- 14.4 The Developer and the Owners shall mutually frame Scheme for the management and administration of the said building at the said premise 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 and hereby give their consent to abide by the same.
- 14.5 As and from the date of completion of the new building, the Developer and/or the transferees shall collectively be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 14.6 The Developer before booking and or selling the flats to any intending purchaser shall discuss with each other and shall take decision accordingly.
- 14.7 This agreement shall be registered before the appropriate registering authority and the cost of registration shall be borne by 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 flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVI – JURISDICTION

- 16.0 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.

Arup Ranjan Chakrabarti

:16:

Suparna Sinha

Upalapati Sinha

M/S. LABANI CONSTRUCTION

PARTNER

Arup Ratan Choudhary

SCHEDULE - 'A'

(DESCRIPTION OF THE LAND)

All that piece or parcel of land measuring 0.08 acre or 8 decimals situated within Mouza – Siliguri, (Now) Siliguri Dakshin -2, Pargana Baikunthapur, J.L. No. New- 93, Old - 110 recorded in ROR / Khatian No. R.S. - 631, L.R - 6366 and 6367, E/P No. 155, appertaining to and forming part of Plot No. R.S. – 12689/1, L.R. – 2976, P.O. and P.S - Siliguri within SMC Ward No. XXIV in the District of Darjeeling.

The said land is bound and butted as follows: -

NORTH: Land of Sri. Sudhir Chakraborty.

SOUTH: Land of Sri. Sankar Choudhury & brothers,

EAST: 19 feet wide Municipal Road

WEST: Land of Sri Dipak Adhikary,

SCHEDULE - 'B'

The Developer shall construct the building strictly in accordance with all and every specification in the building Plan No. SWS-OBPAS/0104/2022/2187 dated 15/04/2023 Sanctioned by Siliguri Municipal Corporation. All other items, including Cement, Rod, Sanitary item, electrical items etc. shall be branded quality having ISI standard

Arup Ratan Choudhary

:13:

SCHEDULE - 'B'

The Developer shall construct the building strictly in accordance with all and every specification in the building Plan No. SWS-OBPAS/0104/2022/2187 dated 15/04/2023 Sanctioned by Siliguri Municipal Corporation. All other items, including Cement, Rod, Sanitary item, electrical items etc. shall be branded quality having ISI standard

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. *Kakali Ghosh*
Smt. Kakali Ghosh
W/o. Sri Arup Ratan Ghosh
B.M Sarani, Mahananda Para.
Siliguri - 734001

2. *Bela Paul*
w/o *Shyamal Kr. Paul*
Deshbandhupara
Siliguri - 734004

1. *Suparna Sinha*
2. *Madhujit Saha*

Signature of Owners

M/S. LABANI CONSTRUCTION

Arup Ratan Ghosh
Signature of Developer

Drafted by me and typed
in my office:

Moumita Bhowmick
(Moumita Bhowmick)
Advocate / Siliguri
Enrolment No. F/1720/1519

Arup Ratan Ghosh

Finger Print of

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Suparna Sinha	LEFT HAND					
	RIGHT HAND					

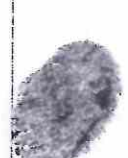
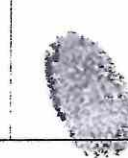
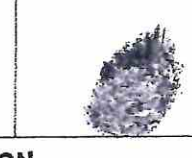
Suparna Sinha
SIGNATURE

Finger Print of

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Pooja Rajat Sinha	LEFT HAND					
	RIGHT HAND					

Pooja Rajat Sinha
SIGNATURE

Finger Print of

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Arup Rana Ghosh	LEFT HAND					
	RIGHT HAND					

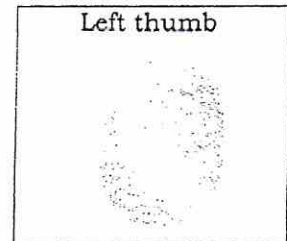
M/S. LABANI CONSTRUCTION
Arup Rana Ghosh
SIGNATURE PARTNER

Arup Rana Ghosh

PHOTO OF IDENTIFIER



Nakali Ghosh



Nakali Ghosh

Signature

- Arup Ratan Ghosh

Major Information of the Deed

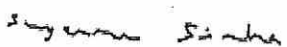
No :	I-0402-01560/2023	Date of Registration	15/06/2023
Query No / Year	0402-2001511896/2023	Office where deed is registered	
Query Date	12/06/2023 11:52:42 AM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	MOUMITA BHOWMICK Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8617407434, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value		Market Value	
Rs. 1/-		Rs. 74,18,182/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 10,000/- (Article:48(g))		Rs. 7/- (Article: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, , Ward No: 24 JI No: 110, 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-12689/1	RS-631	Bastu	Bastu	8 Dec	1/-	74,18,182/-	Width of Approach Road: 19 Ft.,
Grand Total :					8Dec	1 /-	74,18,182 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt SUPARNA SINHA (Presentant) Wife of Shri GAUTAM SINHA Executed by: Self, Date of Execution: 15/06/2023 , Admitted by: Self, Date of Admission: 15/06/2023 ,Place : Office			
		15/06/2023	LTI 15/06/2023	15/06/2023

Arup Kumar Ghosh

Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-New jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 734005 Sex: Female, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.: AJxxxxxx6L, Aadhaar No: 81xxxxxxxx4658, Status :Individual, Executed by: Self, Date of Execution: 15/06/2023
Admitted by: Self, Date of Admission: 15/06/2023 ,Place : Office

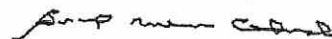
2	Name	Photo	Finger Print	Signature
	Shri YUDHAJEET SINHA Son of Shri GAUTAM SINHA Executed by: Self, Date of Execution: 15/06/2023 Admitted by: Self, Date of Admission: 15/06/2023 ,Place : Office	 15/06/2023	 LTI 15/06/2023	 15/06/2023

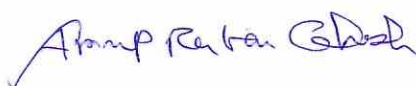
City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-New jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.: FAxxxxxx8N, Aadhaar No: 69xxxxxxxx4829, Status :Individual, Executed by: Self, Date of Execution: 15/06/2023
Admitted by: Self, Date of Admission: 15/06/2023 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	LABANI CONSTRUCTION City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.: AAxxxxxx1B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Arup Ratan Ghosh Son of Late Anil Chandra Ghosh Date of Execution - 15/06/2023, , Admitted by: Self, Date of Admission: 15/06/2023, Place of Admission of Execution: Office	 Jun 15 2023 1:13PM	 LTI 15/06/2023	 15/06/2023
City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: afxxxxxx9j, Aadhaar No: 73xxxxxxxx6780 Status : Representative, Representative of : LABANI CONSTRUCTION (as Partner)				



Details :

	Photo	Finger Print	Signature
KAKALI GHOSH of Shri ARUP RATAN GHOSH :- Siliguri Mc, P.O:- SILIGURI, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	15/06/2023	15/06/2023	15/06/2023
Identifier Of Smt SUPARNA SINHA, Shri YUDHAJEET SINHA, Shri Arup Ratan Ghosh			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt SUPARNA SINHA	LABANI CONSTRUCTION-4 Dec
2	Shri YUDHAJEET SINHA	LABANI CONSTRUCTION-4 Dec



Endorsement For Deed Number : I - 040201560 / 2023

06-2023

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

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

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

Presented for registration at 12:23 hrs on 15-06-2023, at the Office of the A.D.S.R. SILIGURI by Smt SUPARNA SINHA , 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 74,18,182/-

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

Execution is admitted on 15/06/2023 by 1. Smt SUPARNA SINHA, Wife of Shri GAUTAM SINHA, P.O: SILIGURI BAZAR, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Advocate, 2. Shri YUDHAJEET SINHA, Son of Shri GAUTAM SINHA, P.O: SILIGURI BAZAR, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Advocate

Indetified by Smt KAKALI GHOSH, , , Wife of Shri ARUP RATAN GHOSH, P.O: SILIGURI, Thana: Siliguri, , City/Town SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession House wife

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

Execution is admitted on 15-06-2023 by Shri Arup Ratan Ghosh, Partner, LABANI CONSTRUCTION (Partnership Firm), City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Smt KAKALI GHOSH, , , Wife of Shri ARUP RATAN GHOSH, P.O: SILIGURI, Thana: Siliguri, , City/Town SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7.00/- (E = Rs 7.00/-) and Registration Fee: paid by Cash Rs 0.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/06/2023 1:07PM with Govt. Ref. No: 192023240094184108 on 12-06-2023, Amount Rs: 7/-, Bank: SBI EPay (SBlePay), Ref. No. 5292727968429 on 12-06-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,000/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 9,000/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 667, Amount: Rs.1,000.00/-, Date of Purchase: 12/06/2023, Vendor name: B R Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/06/2023 1:07PM with Govt. Ref. No: 192023240094184108 on 12-06-2023, Amount Rs: 9,000/-, Bank SBI EPay (SBlePay), Ref. No. 5292727968429 on 12-06-2023, Head of Account 0030-02-103-003-02

Sangha Ratna Syangden

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

Arup Ratan Ghosh

of Registration under section 60 and Rule 69.
red in Book - I
ne number 0402-2023, Page from 42794 to 42818
ng No 040201560 for the year 2023.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN
Date: 2023.06.16 15:27:20 +05:30
Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2023/06/16 03:27:20 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
West Bengal.

Arup Ratan Ghosh

(This document is digitally signed.)