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# DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE ON THIS THE TY DAY OF DECEMBER, TWO THOUSAND TWENTY-ONE.

BETWEEN

Page 1 of 18

Certified that the Socument is admitted to Registration and the Signature Shifet and the Endorsoment Sheet attached the Endorsoment Sheet attached to this Bocument are part of this Doulnows

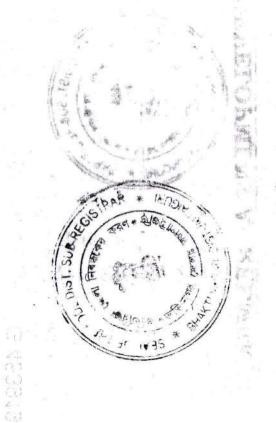
Addl. District Sub-Registrar Bhakti Nager, Jalpaiguri

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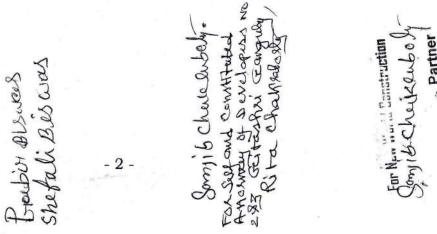
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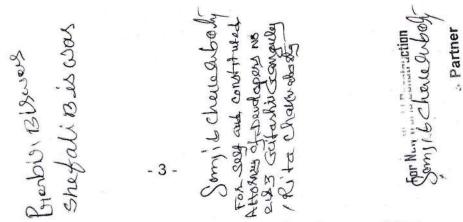
1 DEC 2021



- 1) **SRI PRABIR BISWAS**, PAN- AGXPB9379G, Son of Sri Paresh Chandra Biswas,
- 2) SMT. SHEFALI BISWAS, PAN- AKDPB0205D, Wife of Sri Prabir Biswas, both are Indian by nationality, Hindu by religion, Business & Housewife by occupation respectably, resident of Survasen Colony, Block-B, Post Office Siliguri Town, Police Station Bhaktinagar now New Jalpaiguri, District Jalpaiguri (W.B.), PIN-734004 hereinafter called PARTIES/LANDOWNERS" (Which expression shall mean and include, unless excluded by or repugnant to the context their executors, successors, legal representatives, administrators and assigns) of the **ONE PART**.

# A N D

NEW WORLD CONSTRUCTION, PAN- AAJFN9729J, a Partnership Firm, having its Office at Ramesh Majumder Sarani, Near Dadabhai Sporting Club, Deshbandhupara, Post Office Siliguri Town, Police Station Siliguri, District Darjeeling (W.B.), PIN-734004. represented by its partners (1) SRI SANJIB CHAKRABOTY, PAN-ACBPC8099C, Son of Late Chitta Ranjan Chakraborty, (2) SMT. GITASHRI GANGULY, PAN- ACZPG2023N, Wife of Sri Subrata Ganguly and (3) SMT. RITA CHAKRABORTY, PAN- AFSPC1855Q, Wife of Sri Goutam Chakraborty, all are Hindu by religion, Indian by Nationality, Business by occupation, No. 1 & 3 resident of Deshbandhupara, Post Office Siliguri Town, Police Station Siliguri, District Darjeeling (W.B.), PIN-734004 and No. 2 resident of Suryasen Colony, Post Office Siliguri Town, Police Station Bhaktinagar now New Jalpaiguri, District Jalpaiguri (W.B.), PIN-734004 - hereinafter called the "SECOND PARTY/DEVELOPER" (Which expression shall mean and include, unless excluded by or repugnant to the context its executors, successors-in-office, legal representatives, administrators and assigns) of the OTHER PART. Smt. Gitashri Ganguly and Smt. Rita Chakraborty are represented by their constituted Attorney SRI SANJIB CHAKRABOTY, PAN-ACBPC8099C, Son of Late Chitta Ranjan Chakraborty, Hindu by religion, Indian by Nationality, Business by occupation, resident of Deshbandhupara, Post Office Siliguri Town, Police Station Siliguri, District Darjeeling (W.B.), PIN-734004, by virtue of registered

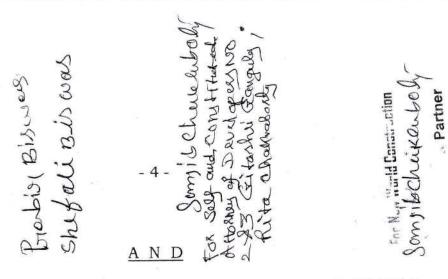


General Power of Attorney vide G.P. No. IV-668 for the year 2014, registered at the office of the Addl. District Sub-Registrar, Siliguri, District Darjeeling on 23.06.2014.

WHEREAS one (1) Mrinalini Dey (now deceased), Wife of Late Hirnya Dey @ Hiranya Dey and (2) Arati Dey (now deceased), Wife of Late Dhirendra Dey became the joint owners of land measuring 5(Five) Decimals, recorded in R.S. Khatian No. 421, in R.S. Plot No. 99(P), Layout Plot No. 329, situated within Mouza Dabgram, J.L. No. 2(Two), R.S. Sheet No. 14, Pargana Baikunthapur, Police Station Bhaktinagar now New Jalpaiguri, District Jalpaiguri, by virtue of a registered Deed of Gift (Patta), executed by the Addl. District Magistrate & Addl. Collector, Jalpaiguri, for and on behalf of the Governor, Refugee Relief and Rehabilitation Department, Government of West Bengal and registered at the office of the Additional District Registrar, Jalpaiguri on 21.04.1994, recorded in Book No. I, Volume No. II, Pages from 321 to 324, being Document No. 206 for the year 1994 and since the date of such transfer the abovenamed Mrinalini Dey and Arati Dey jointly had been enjoying and possessing the said land, each having undivided 50% share therein, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

### AND

WHEREAS thereafter Mrinalini Dey died intestate on 22.07.2002 leaving behind her six sons namely Sri Parimal Dey, Sri Ashit Dey, Sri Subhas Dey, Sri Pravash Ch. Dey, Sri Amar Dey, Sri Pradip Dey and four daughters namely Smt. Shova Bhowmick (Dey), Wife of Late Naresh Ch. Bhowmick, Smt. Gita Rani Dey, Wife of Kanu Dey, Smt. Bina Das (Dey), Wife of Khagen Das and Arati Dey (now deceased), Wife of Late Dhirendra Dey as her only legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly, the abovenamed legal heirs of Late Mrinalini Dey jointly inherited the undivided 50% share of the aforesaid land measuring 5(Five) Decimals left by the deceased Mrinalini Dey, each having undivided 1/10th share therein, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.



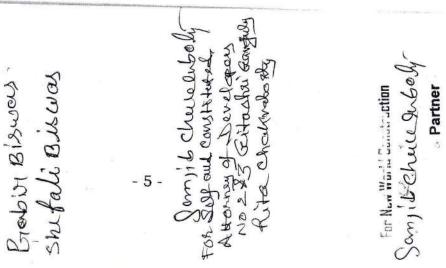
WHEREAS thereafter Arati Dey died intestate on 26.07.2010 leaving behind her one son Sri Prabir Kr. Dey as her only legal heir and successor as per provision of Hindu Succession Act, 1956. Accordingly, said Sri Prabir Kr. Dey inherited the land left by her deceased mother Arati Dey (i.e. undivided 50% share of the aforesaid land measuring 5(Five) Decimals alongwith the 1/10th share of 50% share of the aforesaid land measuring 5(Five) Decimals), having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

# A N D

WHEREAS being joint owners in such possession the abovenamed Sri Parimal Dey, Sri Ashit Dey, Sri Subhas Dey, Sri Pravash Ch. Dey, Sri Amar Dey, Sri Pradip Dey, Smt. Shova Bhowmick (Dey), Smt. Gita Rani Dey, Smt. Bina Das (Dey) and Sri Prabir Kr. Dey jointly sold and transferred the land measuring 5(Five) Decimals together with tin shed old dilapidated residential structure standing therein to and in favour of Sri Prabir Biswas and Smt. Shefali Biswas (the First Parties hereof), by virtue of a registered Deed of Sale being Document No. 3440 for the year 2010, recorded in Book No. I, CD Volume No. 8, Pages from 5015 to 5028, registered at the office of the District Sub-Registrar, Jalpaiguri on 02.09.2010 and since the date of such purchase the First Parties hereof are in actual, khas and physical possession of the said land and structure having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

# A N D

WHEREAS the First Parties hereof have also recorded their names with the relevant Record of Rights at the office of the B.L. & L.R.O. Rajganj and two separate L.R. Khatian has been opened in their names being L.R. Khatian No. 27 in the name of Sri Prabir Biswas and L.R. Khatian No. 28 in the name of Smt. Shefali Biswas, in L.R.



Plot No. 200, within Mouza Dabgram, J.L. No. 2(Two), L.R. Sheet No. 153, Pargana Baikunthapur, Police Station Bhaktinagar now New Jalpaiguri, District Jalpaiguri.

### AND

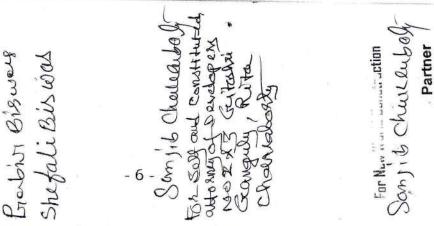
WHEREAS the First Parties herein are desirous of developing their aforesaid land measuring 5(Five) Decimals as fully described in the schedule "A" below by constructing a P+3 storied residential building thereon but due to paucity of necessary fund/finance and lack of technical experience it is not possible for them to develop their aforesaid landed property and as such they have decided to get their intended constructional works done by and through the Second Party on their said land as fully described in the Schedule "A" below, as per plan approved by the appropriate authority under certain terms and conditions as stated hereinafter.

# AND

WHEREAS the First Parties have also agreed to authorize the Second Party to develop their said 'A' schedule land by constructing a P+3 storied residential building consisting of several independent units or residential Flats and Garages/Car Parking Spaces on ownership basis and the First Parties have also agreed to convey, assign and transfer the proportionate share in the land in the Flats and Garages/Car Parking Spaces directly to the intending Purchaser/s as may be nominated by the Second Party herein with respect to the allocation of the Second Party in the proposed P+3 storied residential building as stated hereinafter.

# <u>AND</u>

WHEREAS in order to avoid all future disputes, differences and legal complications that may crop up amongst themselves i.e. the parties herein, it has been thought/demand fit and proper to put in writing the said oral terms and conditions as mutually agreed upon by and between the parties herein.



# NOW IN WITNESSETH WHEREOF IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HEREOF AS FOLLOWS:

- 1. That a P+3 storied residential building consisting of several independent Flats & Garages/Car parking spaces shall be constructed by the Second Party on the land of the First Parties, as fully described in the schedule "A" below, on the terms as mentioned herein below, and as may be permitted by the concerned authorities for constructing the said P+3 storied residential building on the said 'A' scheduled land. It is pertinent to be mentioned here that the proposed P+3 storied residential building shall be constructed consisting of several Flats/parking spaces/garages.
- 2. That the Second Party agrees that the Second Party shall obtain whatsoever permission as are required to develop the aforesaid land for constructing the said building at its own cost and responsibilities in the name of the First Parties after meeting all necessary requirements as required for the same.
- 3. That with a view to develop the aforesaid land of the First Parties, the First Parties shall handover and deliver the vacant possession of the 'A' scheduled land to and in favour of the Second Party with the right to develop the aforesaid Property/Land for making/Constructing the said P+3 storied residential building on the terms herein contained.
- 4. That the existing structure which is standing over the below "A" scheduled land shall be demolished by the Second Party at its own cost and expenses and the price of scrap materials shall be kept by the Second Party.
- 5. That the developer shall complete in all respects the construction of the said multi storied building according to the drawing plan and specification and in conformity with the details of construction with 18 (Eighteen) months from the date of sanction of building plan from the Siliguri Municipal Corporation and deliver the vacant possession of the First

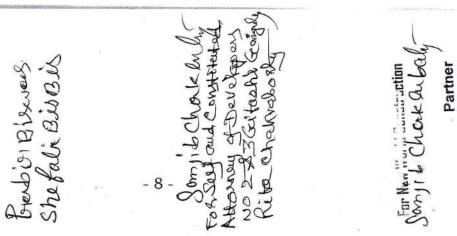
Parties allocation of the building to the First Parties unless prevented from so doing by act of God such as natural calamities or any unforeseen circumstances beyond the control of the Developer/Second Party and the said time may be extended for further 6(Six) months for any unavoidable circumstances.

- 6. That for the sake of proper and appropriate development of the 'A' scheduled land/Property the Second Party shall prepare a plan of the proposed P+3 storied residential building to be constructed on the 'A' scheduled land and the First Parties shall sign and execute the said building plan and thereafter the Second Party shall submit the same (signed building plan) to the Siliguri Municipal Corporation or to any other authorities wherever and whenever required for proper sanction/approval of the same from the appropriate authorities thereof.
- 7. That the First Parties shall be bound to produce the original Title Deed and other relevant documents in respect of the below "A" scheduled land as and when required by the Second Party for sanctioning building plan before the SJDA, Siliguri Municipal Corporation, Bank authority or any other concerned authority.
- 8. That the First Parties shall handover the possession of the "A" scheduled land to the Second Party for construction of the proposed P+3 storied residential building.

It may be mentioned here that the time limit for handing over the allocation of the First Parties shall be 18(Eighteen) months from the date of approval/sanction of building plan by the Siliguri Municipal Corporation authority and the said time may be extended for further 6(Six) months for any unavoidable circumstances. Parties allocation of the building to the First Parties unless prevented from so doing by act of God such as natural calamities or any unforeseen circumstances beyond the control of the Developer/Second Party and the said time may be extended for further 6(Six) months for any unavoidable circumstances.

- 6. That for the sake of proper and appropriate development of the 'A' scheduled land/Property the Second Party shall prepare a plan of the proposed P+3 storied residential building to be constructed on the 'A' scheduled land and the First Parties shall sign and execute the said building plan and thereafter the Second Party shall submit the same (signed building plan) to the Siliguri Municipal Corporation or to any other authorities wherever and whenever required for proper sanction/approval of the same from the appropriate authorities thereof.
- 7. That the First Parties shall be bound to produce the original Title Deed and other relevant documents in respect of the below "A" scheduled land as and when required by the Second Party for sanctioning building plan before the SJDA, Siliguri Municipal Corporation, Bank authority or any other concerned authority.
- 8. That the First Parties shall handover the possession of the "A" scheduled land to the Second Party for construction of the proposed P+3 storied residential building.

It may be mentioned here that the time limit for handing over the allocation of the First Parties shall be 18(Eighteen) months from the date of approval/sanction of building plan by the Siliguri Municipal Corporation authority and the said time may be extended for further 6(Six) months for any unavoidable circumstances.



# 9. (A)SHARE OF THE FIRST PARTIES IN THE PROPOSED/DEVELOPED BUILDING OR PROPERTY (OWNERS' ALLOCATION)

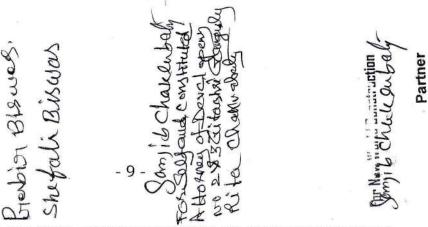
The First Parties shall get/retain two flats measuring about 800 Square feet each (including 20% super built-up area and proportionate share of staircase) - one at the First Floor (Front Side, North-east portion) and another at the Second Floor (Front Side, North-east portion) and three Parking Spaces measuring 120 Square feet each one at the Ground Floor (Back Side, North-west Corner) and the other two Garages at the Ground Floor (Front Side, North-East Corner) of the proposed building (hereinafter called as "Owners' allocation"). All the dimension as stated above are approximate and may vary if site dimension changes or owing to changes in Corporation Rules during sanction by Siliguri. In addition to that the Second Party/Developer-shall also pay a sum of Rs. 20,00,000/- (Rupees Twenty Lac) only to the First Parties as per the following manner:-

- i) At the time of Agreement Rs. 10,00,000/- (Rupees Ten Lac) only;
- ii) After ten days Rs. 5,00,000/- (Rupees Five Lac) only;
- iii) After one month Rs. 4,00,000/- (Rupees Four Lac) only;
- iv) Balance amount of Rs. 1,00,000/- (Rupees One Lac) only shall be paid after completion of registration of entire developer's allocation.

Be it mentioned here that the Owners' allocation shall be constructed as per specification as mentioned in the scheduled "B" below.

The Second Party shall also pay Rs. 5,000/- (Rupees Five Thousand) only to the First Parties as house rent from the date of handing over the possession of the below Schedule "A" land to the Second Party till handing over the owners' allocation to and in favour of the First Parties.

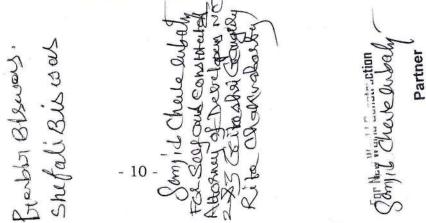
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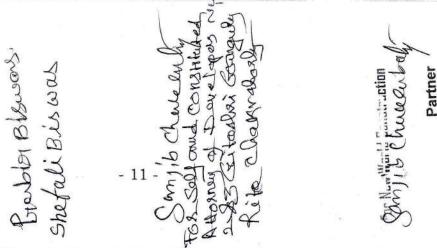
(B) SHARE OF THE SECOND PARTY IN THE PROPOSED/ DEVELOPED BUILDING/PROPERTY (DEVELOPER'S ALLOCATION)

The Second Party shall get/retain the remaining constructed area of the proposed building save and except the Owners' allocation (hereinafter called as "Developer's allocation").

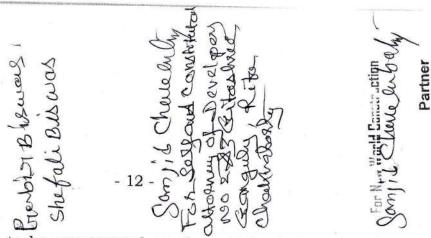
- 10. That the First Parties/Landowners shall bear the expenses of electric connection charges with respect to their allocation and shall also bear the proportionate transformer cost with respect to her allocation alongwith the other co-owners of the proposed P+3 storied residential building to be charged by the West Bengal State Electricity Distribution Company Limited + GST charges by the First Parties (if any).
- 11. That it is hereby agreed by and between the parties hereof that the Second Party shall be entitled to enter into agreement/agreements with the intending purchaser/s pertaining to the Second Party's share of allocation in the proposed P+3 storied residential building and the Second Party shall be entitled to receive any advance money or monies from the intending Purchaser/s and the First Parties shall bind their self to sign on all those Agreement to sell which will be entered with the intending purchaser/s.
- 12. That the Second Party shall sell his allocation and for that purpose the First Parties shall sign, execute and register the Sale Deed/Deeds of the Flats and Garage/Car parking space of the said P+3 storied residential building in favour of the nominee/nominees of the Second Party or intending purchaser/s with respect to the Second Party's allocation excepting the First Parties' allocation as mentioned in 9A) proceeds/consideration and all the sale money/monies with respect to the Second Party's allocation will be appropriated/taken by the Second Party and in that case the First Parties shall not raise any claim to any part of the sale proceeds/consideration money in any way, the contrary whereof shall not be tenable in law.



- 13. That this agreement shall not be treated as a Partnership between the parties hereof in any way or manner whatsoever.
- 14. That though the Second Party is satisfied with the ownership of the First Parties over the 'A' scheduled land but all along the First Parties shall be responsible to the Second Party if any encumbrances whatsoever in nature is detected in future in the 'A' scheduled land/property then in that case the First Parties shall be responsible to make good all the losses sustained or to be sustained in consequence thereof to the Second Party for such encumbrances with respect to 'A' scheduled land/property.
- 15. That the Second Party shall not start any constructional work of the proposed building on the 'A' scheduled land unless the said land is free from all encumbrances and the building plan is sanctioned by the Siliguri Municipal Corporation and/or any other concerned authority/authorities after meeting all requirements and expenses by the Second Party.
- 16. That the development of the 'A' scheduled land by constructing a P+3 storied residential building thereon shall be entirely at the costs, expenses and risks and on the entire account of the Second Party. The building is to be constructed on the 'A' scheduled land and the dwelling units thereon will be done in accordance with approved plan. The Second Party shall be at liberty to make necessary application for this purpose to the authority/authorities concerned at his own costs and expenses in the name of the First Parties but the responsibility for obtaining such permission will be on the Second Party and at his own costs.
- 17. That the First Parties confers right to the Second Party to enter upon the schedule 'A' mentioned land or any part thereof, as aforesaid, with full right and authority to commence, carry on and complete the construction of the building in accordance with the approved plan. The said right to develop the schedule 'A' mentioned land will be personal to the Second Party.

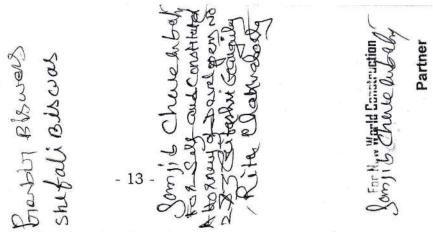


- 18. That the First Parties shall at the request and costs of the Second Party sign and execute from time to time the plans applications for layouts, Sub-Divisions. constructions of the building as approved by the Siliguri Municipal Corporation or other authority/authorities provided that all costs, charges and expenses including Architect's fees in this connection shall be borne and paid by the Second Party who shall indemnity and keep indemnified the First Parties against all actions, suits, proceedings, fines, penalties, Architect's remunerations and other outgoings suffered by the First Parties.
- 19. That the Second Party shall be entitled to carry out at his own costs, charges and expenses in respect of all or any items of work for development of the said property including laying of drainage, cables, water pipes and other connections and lighting or roads and other items as per the terms and conditions imposed by the Siliguri Municipal Corporation authority while sanctioning the layout scheme and the said plans and also other items of works as may be required to be carried out for the purpose of making the 'A' schedule land fit for construction of building and structure therein. All finance for completion of the said items of work shall be provided and borne and paid by the Second Party alone. The First Parties hereby agrees to render all assistance and Co-operations that may be required by the Second Party from time to time for carrying out the development work in respect of the said property for construction and completion of building thereon in accordance with the terms and conditions as may be stipulated by the concerned authorities and in respect of any other matter relating to or arising thereon provided that the First Parties shall not be liable to incur any financial obligations in that behalf.
- 20. That the Second Party shall be at liberty to sell and/or allot the dwelling units or flats and/or other tenants and/or rights in the buildings and structures to be constructed on the 'A' scheduled land and/or to enter into any package/deal/arrangement for allotment of buildings and



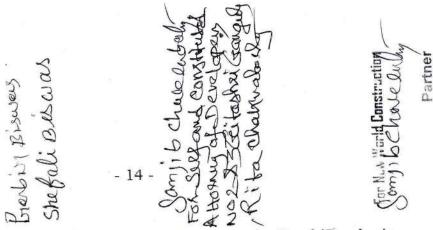
structures to be constructed on the said land at such price and on such terms and conditions and provisions as the Second Party may think fit except First Parties' share.

- 21. That the Second Party shall be entitled to put up and permit to be put up advertisement boards upon the property but without involving the name of the First Parties in any manner whatsoever.
- 22. That after completion of the construction of the said P+3 storied building the First Parties shall directly execute and deliver any one or more deeds of conveyance in favour of one or more Purchasers of flats, tenements, dwelling units, garage/car parking spaces of the said P+3 storied residential building as may be nominated by the Second Party with respect to the allocation of the Second Party, if required in law. The Second Party hereby agrees to join such deed or deeds of conveyance as confirming party, if required.
- 23. It is agreed that after the date of execution of this agreement the Second Party shall pay and discharge all taxes and outgoings including Municipal Tax and all other charges, rates, cess, taxes that may be levied upon by any public body or authorities in respect of the 'A' scheduled land which would be payable by the First Parties as owner thereof. The Second Party shall indemnify and keep indemnified the First Parties from and against non-payment thereof. In the event of the Second Party paying any refundable deposits to the Municipal Corporation and other authorities in course of the development of the said property in the name of the First Parties, the Second Party shall be entitled to get the refund of such deposit/s. To enable the Second Party to obtain such refund, the First Parties shall sign or execute all such writings as may be required by the Second Party in that behalf, without raising any objection thereof.
- 24. That the First Parties declares that no notice of acquisition and/or requisition from the Government or any local body or authority including the Siliguri Municipal Corporation have been received by or served upon the First Parties or any



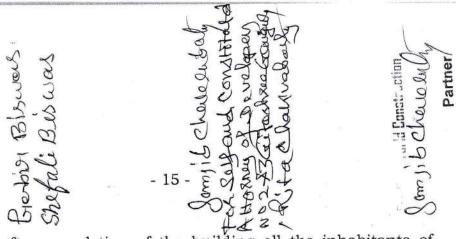
person having interest in the said property fully described in the schedule 'A' below.

- 25. That the First Parties hereby declares:
  - A) That the First Parties is entitled to enter into this Agreement with the Second Party and he has full right and authority to sign and execute the same.
  - B) That the First Parties has not agreed, committed, contracted and/or entered into any binding contract or agreement for sale or lease of the said property or any part thereof with any person or persons other than the Second Party and he shall remove all encumbrances, if any, in or upon the 'A' scheduled land before delivery of physical possession in favour of the Second Party.
  - C) That the First Parties shall not do any act, deed, matter or thing whereby or by reason whereof, the development of the property may be prevented or effected in any manner whatsoever.
- 26. That all incidental expenses to this Development agreement and the transactions in pursuance thereof including the deed and other assurance in respect thereof including Stamp duty and registration charges shall be borne and paid by the Second Party.
- 27. That the Second Party shall indemnify and keep indemnified the First Parties against all such losses, damages, costs, charges, expenses that will be incurred or suffered by the First Parties on account of or arising out of any breaches of any of these terms or any law, rules or regulations or due to accident or any mishap during construction or due to any claim made by any other party in respect of such construction or otherwise whatsoever.
- 28. That the Second Party has every right to sell the Flats and Garage/Car Parking space from the proposed P+3 storied residential building with respect to his allocation (excepting the First Parties' allocation) and the First Parties shall be



bound to sign and execute necessary sale Deed/Deeds in favour of such purchaser/s as nominated by the Second Party, if required in law.

- 29. That the Second Party shall complete the construction of the Owners' allocation as per specification as mentioned in the schedule 'B' below and shall deliver the Owners' Allocation to the First Parties within 24(Twenty-four) months from the date of approval of building plan from the Siliguri Municipal Corporation and the said time may be extended for further 6(Six) months for any unavoidable circumstances.
- 30. That the First Parties undertake to execute necessary General Power of Attorney appointing the Second Party to construct the said P+3 storied residential building and to sell and convey the Second Party's allocation/share in the developed property/building to the intending purchaser/s as may be nominated/desired by the Second Party.
- 31. That the entire roof (top roof) of the said P+3 storied residential building shall be used as common use with the other flat owners of the said P+3 storied residential building.
- 32. That the Second Party shall have every right to install/fix electrical lines, drain pipe and water pipe lines or systems at any outside portion of the said proposed P+3 storied residential building.
- 33. That the cost of the common water pump and water tank of the said proposed P+3 storied residential building shall be borne by the Second Party.
- 34. That after completion of the building all the inhabitants of the building shall contribute and/or be liable to pay such amount or amounts as may be fixed or determined by any legal Association, Body, Society to be formed by the inhabitants of the said building towards the payment for maintenance and repairing of common facilities of the said building and/or for common services to be provided in the said building and shall abide by all the rules and regulations to be framed by the said Association, Body or Society.



35. That after completion of the building all the inhabitants of the building shall have the right to mutate their names with respect to their respective Flat/Garage/Car Parking Spaces in the office of the Siliguri Municipal Corporation and shall also pay proportionate share of land rent (Khajna) to the Association, Body or Society to be formed by the inhabitants of the said building for payment of the same to the concerned authority through the said Association, Body or Society to be formed by the inhabitants of the said building.

### SCHEDULE-"A"

All that piece or parcel of homestead land measuring 5(Five) Decimals, recorded in R.S. Khatian No. 421 corresponding to L.R. Khatian No. 27 & 28, in R.S. Plot No. 99(P) corresponding to L.R. Plot No. 200, Layout Plot No. 329, situated within Mouza Dabgram, J.L. No. 2(Two), R.S. Sheet No. 14 corresponding to L.R. Sheet No. 153, Pargana Baikunthapur, Police Station New Jalpaiguri, Addl. District Sub-Registry Office Bhaktinagar, situated at Suryasen Colony, Block-B, within the limits of Siliguri Municipal Corporation Ward No. 34, Sub-Division & District Jalpaiguri in the state of West Bengal.

The said land measuring 5(Five) Decimals is butted and bounded as follows: -

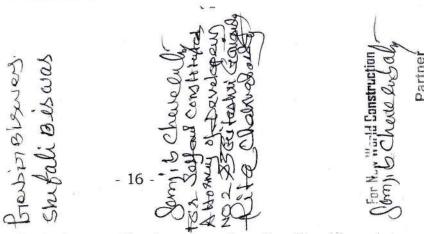
North: Boundary wall of Sishu Uddan;

South: Land & house of Dilip Bhattacharjee;

East : 20 feet wide Pucca Road (Suryasen Colony Road); West : 12 feet wide Pucca Road (Unmentioned Road).

# SCHEDULE - "B" [SPECIFICATION OF THE CONSTRUCTION]

- a) FOUNDATION:- construction will be R.C.C. frame structure.
- b) Brick work: 125 mm Thick.
- c) DOORS:- Doors frame made of sal wood and the structure will be commercial flash doors with fittings and paint.



d) Windows:- Steel windows with glass panel and grill with paint and Balcony Grill will be 2'6" steel finished or bricks wall.

e) Flooring:- all floors will be finished with Floor (2x2) vitrified Tiles, Drawing cum Dinig room will be finished with Floor Tiles, Kitchen will be Finished with floor tiles and Toilet will be finished with Marble and bathroom floor will be marble and Tiles up to linten height in toilet, bathroom and 3ft. height from oven slab of kitchen.

f) Wall:- All inside wall shall be finished with cement plaster with lime punning in addition, outside wall will be finished with cement plaster with cement paint finishing and front side will be finished with JK Putting.

g) Electrification:- Wiring will be concealed with standard wire, following connection shall be made without fittings all switch will be modular switch.

> Bed Room: i.

2 light points

1 Fan Point

5 amp plug point (Two)

Dining Cum Drawing: 2 light points ii.

2 Fan point

15 amp plug point (one) 5 amp plug point (one)

iii. KITCHEN: 1 T.V. Point

1 light point

1 exhaust Fan Point 15 amp plug point (two)

Common Toilet: iv.

1 light point

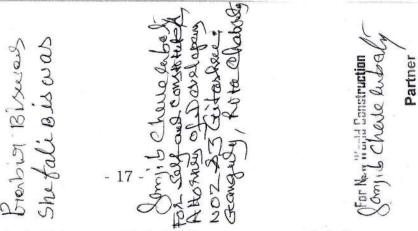
1 Exhaust Fan point

1 Geyser Point (15 amp point)

h) Plumbing:- Outside plumbing work will be made of PVC pipe and inside will be made of concealed P.V.C./C.P.V.C. Pipes. If any Purchasers intends to take separate water line, then water connection charge and water pump is to be borne by the Purchasers.

i) Sanitation:- Two commode shall be provided in common toilet, standard Tap & shower shall be provided, one porcelain basin shall be provided in dinning space.

j) Painting:- All inside walls Lime Punning with one coat of Cement Primer and water proof cement based paint will be provided at the outside walls of the building.



k) One light point shall be provided in the passage and balcony respectively.

1) Separate Electricity Connection for each Flat owner will be obtain by the Purchasers/s in his/her/their own expenses from W.B. State Electricity Distribution Co. Ltd and all proportionate expenses regarding Transformer, other common utility will be borne by the Purchasers/s at their expenses.

m) That GST (Goods & Service Tax) will payable as per prescribed

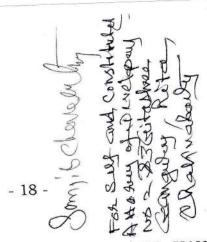
rate by the Purchasers at the time of every payment.

Note: - In case of extra work First Parties should be given written letter and are should be finalized before start the work.

#### SCHEDULE "C"

(COMMON AREAS AND FACILITIES OF THE BUILDING)

- All the stair case and landings; 1)
- 2) All the electrical fittings of the stair case and landing with common meter;
- 3) All the drains, sewerage, rain water, pipes;
- 4) All the bore wells, water pumps and common running water, pipe lines;
- 5) All the pathways and gardens;
- 6) All vacant space in the schedule 'A' mentioned land;
- 7) Entire top roof of the building;
- 8) All the payments to be made to Chowkidars, Night Watchman and Sweepers.



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

WITNESSES: Browni Rolan Roll She fali Bis Was Dersonder fora

(SIGNATURE OF THE FIRST PARTIES)

Shelder Joyas Sp, tate Anil Kr. Jayang Surga Fer Colony Siligui-734004.

For New World Construction Samjib Charle ant of (SIGNATURE OF THE SECOND PARTY)

> Drafted as per instruction of the parties, readover and explained by me and printed in my chamber:

A Runaus Dewayer (ARUNAVA DEWANJÉÉ) Advocate, Siliguri Enrolment No. F/368/223/2015

# FINGER IMPRESSION SHEET

РНОТО		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
Skarbin Blames	RIGHT HAND					

# Phables Blowers

рното		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT					
A Description of the second of	RIGHT HAND	A MANUTANTA				

Shefali Biswas SIGNATURE

				bidi	MICKE	
РНОТО		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND	44.				,
	RIGHT HAND					
				For NE	WORLD CONSTRUCT	-

Sonjib Charleboly



## **ELECTION COMMISSION OF INDIA**

ভারতের নির্বাচন কমিশন

IDENTITY CARD পরিচয় পত্র

MHX2259802



Elector's Name নির্বাচকের নাম

**Prabir Biswas** প্রবির বিশ্বাস

Father's Name

Paresh

পিতার নাম

পরেশ

Sex

লিঙ্গ

23

Age as on 1.1.2000 ১.১.২০০০-এ বয়স

20

Brendin Biswers.



Suryasen Colony (Block-B)

Bhaktinagar

Jalpaiguri 734404

ठिकाना

সূর্যাসেন কলোনী (ব্লক-বি)

ভক্তিনগর

জলপাইগুড়ি ৭৩৪৪০৪

Facsimile Signature Electoral Registration Officer নির্বাচক নিবন্ধন আধিকারিক

For 21-Rajganj(SC)

Assembly Constituency

২১-রাজগঞ্জ(তপঃ)

বিধানসভা র্নিবাচন ক্ষেত্র

Place Jalpaiguri

স্থান জলপাইগুড়ি

Date 15.09.2000





# ভারত সরকার Unique Identification Authority of India Government of India

তালিকাভৃত্তির আই ডি / Enrollment No. : 1215/91408/64249

PRABIR BISWAS প্ৰবীর বিশ্বাস

SURYASEN COLONY BLOCK B SILIGURI BAZAR WARD NO-34 Siliguri (M.Corp.) siliguri Town, Jalpaiguri West Bengai - 734004 9832010139



94183896



আপনার আধার সংখ্যা / Your Aadhaar No. :

4834 2115 2362

আধার – সাধারণ মানুষের অধিকার



# Government of India



পিতা : পরেশ চন্দ্র বিশ্বাস

Father: PARESH CH. BISWAS

জন্মতারিখ / DOB: 13/10/1976 পুরুষ / Male

4834 2115 2362



সাধারণ মানুষের অধিকার

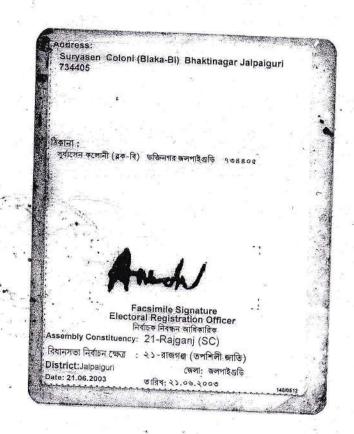
Brubin Biswers



Gressin Biswers



Shefali Biswas





#### ভারত সরকার Government of India



শেফালী বিশ্বাস Shefali Biswas পতি : প্রবীর বিশ্বাস Husband : PRABIR BISWAS জন্মডারিখ / DOB : 02/01/1980 মহিলা,/ Female



## 7179 9527 0913

আধার – সাধারণ মানুষের অধিকার

Shefali Biswas



#### ভারতীয় বিশিষ্ট পরিচ্যু প্রাধিকরণ Unique Identification Authority of India

ঠিকালা: ওয়ার্ডনং 34, সূর্যদেন কলোনী রক বি, শিনিগুড়ি ((শীরসভা), সিনিগুড়ি টাউন, জনপাইগুড়ি, শশ্চিম বঙ্গ, 734004

Address: WARD 34, SURYASEN COLONY BLOCK B, Siliguri (M.Corp.), siliguri Town, Jalpaiguri, West Bengal, 734004

7179 9527 0913







आयकर विभाग

INCOME TAX DEPARTMENT

SHEFALI BISWAS

RAM KRISHNA SARKAR

02/01/1980

Perakinent Account Kumber

AKDPB0205D

Sulah Bis was

Signature

भारत सरकार GOVT. OF INDIA



Shefali sis was

आयकर विभाग

INCOME TAX DEPARTMENT SANJIB CHAKRABORTY



CHITTARANJAN CHAKRABORTY

01/01/1968

Permanent Account Number

ACBPC8099C

Santis - Charles fulgeofy signature





Somjib Cherchestory



#### ভারতের নির্বাচন ক্মিশন ELECTION COMMISSION OF INDIA MHX3639051

পরিচয় পত্র IDENTITY CARD



নির্বাচকের নাম

গীতপ্রী গাঙ্গুলী

Elector's Name

Gitashri Ganguli

স্থামীর নাম

সুব্রত গাঙ্গুলী

Husband's Name Subrata Ganguli

निञ

a)

Sex

85

১.১.২০০৬ এ বয়স

85

Age as on 1.1.2006

41

ঠিকানা:

সুর্যসেন কলোমী-ব্লক বি ভক্তিনগর জলপাইগুড়ি ৭৩৪৪০৫

Address:

Suryasen Kaloni B. Bhaktinagar Jalpaiguri 734405

- House

নির্বাচক নিবন্ধন আধিকারিক Facsimile Signature Electoral Registration Officer

বিধানসভা নির্বাচন ক্ষেত্র: ২১-রাজগঞ্জ (তপশিলী জাতি)

Assenbly Constituency: 21-Rajganj (SC)

জেলা: লপাইগুডি

District: Jalpaiguri

14: 34.70 4000

Date: 27.10,2006

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER ACZPG2023N





नाम /NAME GITASREE GANGULY

पिता का नाम /FATHER'S NAME UTPAL ROY

जन्म तिथि /DATE OF BIRTH 04-05-1968

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, प.वं.-11

COMMISSIONER OF INCOME-TAX, W.B. - II



#### ভারত সরকার

#### Government of India

পিতাশ্রী গাঙ্গুলী GITASHRI GANGULY পতি: সূত্রত গাঙ্গুণী Husband: Subrata Ganguly



জন্মতারিখ / DOB: 04/05/1968 মহিলা / Female



6834 9553 6968

আঘার – সাধারণ মানুষের অধিকার



## ভারতীয় ৰিলিই ধরিচ্য প্রাধিকরণ, Unique Identification Authority of India

ঠিকানা:, এইচ নং বি এল বি সূৰ্য্যসেন কলোনী, ওয়ার্ড শিলিগুড়ি (শীয়সভা), শিলিগুরি টউন ক্ষালগাঁইকুটি, প্রতিম বঞ্চ Address: H NO 67 BL B, SURYASEN COLONY, WARD 34, Siliguri (M.Corp.), Jalpaiguri, siliguri Town, West Bengal, 734004

6834 9553 6968







COAL OFINDIA भारत सरकार



आयकर विभाग



Permanent Account Number 02/01/1972 JUAY NAHOM INAMAR RITA CHAKRABORTY INCOME TAX DEPARTMENT

Signature Cholosoboty AFSPC1855Q

Pluce at 11.016

This cand is lost / someone's lost cand is found.

This work who will be a someone's lost cand is found.

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#### ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD পরিচয় পত্র

WB/04/025/0783619



Elector's Name নির্বাচকের নাম

: Chakraborty Rita

: চক্রবর্ত্তী রীতা

Father/Mother/ : Goutam Husband's Name

: গৌতম পিতা/মাতা/স্বামীর নাম

Sex লিক

: Female : खी

Age as on 1.1.1995; 22 ১.১.১৯৯৫ -এ বয়স

Address :

South Deshbandhupara

Siliguri

Darjeeling .

ठिकाना

দক্ষিণ দেশবদুপাড়া

শিলিতাড় **मार्जिना**ः

Facsimile Signature of Electoral Registration Officer নির্বাচক-নিবন্ধন আধিকারিক

For Siliguri Assembly Constituency শিলিগুড়ি বিধানসভা নির্বাচন ক্ষেত্র

Place

হ্বাল

Siliguri শিশিশুড়ি

Date

27.2.95

তারিখ

29.2.80

262-123



আধার – সাধারণ মানুষের অধিকার

Binan Rus.



# अन्तिक प्रकारणिक विकास मानेक वर्ग मानेक वर्ग

ঠিকানা:, কনক মুখাজী সরনী দেশবন্ধু পাড়া, , পিনিশুড়ি (পৌরসভা) শিনিশুড়ি টাউন দার্জিনিং গাদিম বঙ্গ Address: KANAK
MUKHARJEE SARANI,
DESH BANDHU PARA,
Siliguri ( M. Corp),
Darjeeling, siliguri Town,
West Bengal, 734004

9743 3634 0924





WWW

# Major Information of the Deed

Deed No:	I-0711-10011/2021		4 49
Query No / Year	8100	Date of Registration	07/12/2021
Query Date	0711-2002513609/2021	Office where deed is r	egistered
All the Control of th	02/12/2021 9:12:27 PM	0711-2002513609/2021	1.0
Applicant Name, Address & Other Details	Arunava Dewanjee Siliguri, Thana: Siliguri, District: 1 9832072185, Status: Advocate		100
Transaction		Additional Transaction	
agreement  Set Forth value	Agreement or Construction	[4305] Other than Immore Declaration [No of Declaration with the Immovable Propert Agreement: 1], [4311] Oroperty, Receipt [Rs: 2	ration : 1], [4308] Other y, Agreement [No of ther than Immovable
Rs. 35,79,547/-		Market Value	The State of the State of the
AND LOCAL DESCRIPTION OF THE PARTY OF THE PA	(a)	Rs. 35,79,547/-	
Stampduty Paid(SD)	60000000000000000000000000000000000000	Registration Fee Paid	
Rs. 7,021/- (Article:48(g))		Rs. 20,021/- (Article:E, E	E )-
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	he assement slip.(Urba

# Land Details:

District: Jalpaiguri, P.S:- New Jalpaiguri, Municipality: SILIGURI MC, Road: Surya Sen Colony, Road Zone: (Block B -- Block B), Mouza: Dabgram Sheet No - 14, Jl No: 2, Pin Code: 734004

Sch No	Number		Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
LI	RS-99	RS-421	Bastu	Bastu	5 Dec	35,79,547/-	35,79,547/-	Width of Approach Road: 20 Ft., Adjacent to Metal
	Grand	Total:			5Dec	35,79,547 /-	35,79,547 /-	Road,

# Land Lord Details:

Name	Photo	Finger Print	
PRABIR BISWAS Presentant ) on of PARESH CHANDRA ISWAS xecuted by: Self, Date of xecution: 07/12/2021 Admitted by: Self, Date of dmission: 07/12/2021 ,Place Office			Pleubin Biswars
	07/12/2021	LTI 07/12/2021	07/12/2021

SURYASEN COLONY, BLOCK B

WARD 34, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-New jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 734004 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx9G, Aadhaar No: 48xxxxxxxx2362, Status :Individual, Executed by: Self, Date

, Admitted by: Self, Date of Admission: 07/12/2021 ,Place: Office

Name	Photo	Finger Print	Circle 1
Smt SHEFALI BISWAS Wife of Shri PRABIR BISWAS Executed by: Self, Date of Execution: 07/12/2021 , Admitted by: Self, Date of Admission: 07/12/2021 ,Place : Office			Signature  Shefali Bliswas
SURYASEN COLONY, BLOC	07/12/2021	LTI 07/12/2021	07/12/2021

SURYASEN COLONY, BLOCK B, WARD34, City: - Siliguri Mc, P.O: - SILIGURI TOWN, P.S:-New jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 734004 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AKxxxxxx5D, Aadhaar No: 71xxxxxxxx0913, Status : Individual, Executed by: Self, Date of Execution: 07/12/2021 , Admitted by: Self, Date of Admission: 07/12/2021 ,Place: Office TEC

# Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	NEW WORLD CONSTRUCTION  RAMESH MAJUMDER SARANI, DESHBANDHUPARA, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004, PAN No.:: AAxxxxxxy9J, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

## Representative Details:

Name	Photo	Finger Print	A STATE OF THE PARTY OF THE PAR
CHAKRABORTY  Son of Late CHITTA RANJAN  CHAKRABORTY  Date of Execution -  17/12/2021, Admitted by:  Self, Date of Admission:  17/12/2021, Place of  Idmission of Execution: Office			Signature Sanji b chaloputoly
	Dec 7 2021 2:11PM	LTI 07/12/2024	City:- Siliguri Mc, P.O:- SILIGUR

# Identifier Details :

Name BIKASH PAUL	Photo	Finger Print	Signature
Son of Late RAMONI MOHAN PAUL DESHBANDHUPARA,WARD30, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:- Siliguri, District:-Darjeeling, West Bengal, ndia, PIN:- 734004			Binash Bau
dentifier Of PRABIR BISWAS, Smt S	07/12/2021	07/12/2021	07/12/2021

Identifier Of PRABIR BISWAS, Smt SHEFALI BISWAS, Shri SANJIB CHAKRABORTY, , , Shri SANJIB

SI.No	From	To with a second
1	PRABIR BISWAS	To. with area (Name-Area)
200	Smt Cliefall	NEW WORLD CONSTRUCTION-2.5 Dec  NEW WORLD CONSTRUCTION-2.5 Dec

## Endorsement For Deed Number : I - 071110011 / 2021

#### On 07-12-2021

# 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 13:05 hrs on 07-12-2021, at the Office of the A.D.S.R. BHAKTINAGAR by PRABIR 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 35,79,547/-

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

Execution is admitted on 07/12/2021 by 1. PRABIR BISWAS, Son of PARESH CHANDRA BISWAS, SURYASEN COLONY, BLOCK B

WARD 34, P.O: SILIGURI TOWN, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business, 2. Smt SHEFALI BISWAS, Wife of Shri PRABIR BISWAS, SURYASEN COLONY, BLOCK B,WARD34, P.O: SILIGURI TOWN, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession House wife

Indetified by BIKASH PAUL, , , Son of Late RAMONI MOHAN PAUL, DESHBANDHUPARA, WARD30, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Business

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

Execution is admitted on 07-12-2021 by Shri SANJIB CHAKRABORTY, PARTNER, NEW WORLD CONSTRUCTION (Partnership Firm), RAMESH MAJUMDER SARANI, DESHBANDHUPARA, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004

Indetified by BIKASH PAUL, , , Son of Late RAMONI MOHAN PAUL, DESHBANDHUPARA, WARD30, P.O: SILIGURI TOWN, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Business

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,021/- ( B = Rs 20,000/- , E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2021 12:00AM with Govt. Ref. No: 192021220126818782 on 02-12-2021, Amount Rs: 20,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. AA973918 on 03-12-2021, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 2,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 22883, Amount: Rs.5,000/-, Date of Purchase: 29/11/2021, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/12/2021 12:00AM with Govt. Ref. No: 192021220126818782 on 02-12-2021, Amount Rs: 2,021/-, Bank: Union Bank of India (UBIN0530166), Ref. No. AA973918 on 03-12-2021, Head of Account 0030-02-103-003-02

- Marie

Tulsi Lama
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2021, Page from 276395 to 276435 being No 071110011 for the year 2021.



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(Tulsi Lama) 2021/12/13 08:41:42 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.