

S. No. 1524/2022

D. 1452/2022



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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 12.57  
 17.05.22

Anathandra Pal  
 Ajit Kumar Paul

Mita Paul.  
 Rita Paul

Subankar Paul.  
 AS CONSTITUTED ATTORNEY  
 OF  
 Nanipta Paul  
 Anjana Paul  
 Sindipta Paul

Pranali Saha

**DEVELOPMENT AGREEMENT**

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*Byanglin*  
 17/5/2022

Anath chandra Paul  
Ajit-Kumar Paul

Mita Paul  
Rita Paul  
Subankar Paul.  
AS CONSTITUTED ATTORNEY  
OF  
Nawile Paul  
Anjane Paul  
Sudipta Paul

Deed No. 15/2022  
Dated 17/05/2022

This indenture is made on this the 17<sup>TH</sup> day of May, 2022

**BETWEEN**

1. **SRI ANATH CHANDRA PAUL**, (PAN-AEHPP5159E), Son of Late Abani Mohan Paul, Indian by Nationality, Hindu by religion, resident of 20, Satyajit Roy Sarani, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, PIN-734006,
2. **SRI AJIT KUMAR PAUL**, (PAN-AFHPP8541B) Son of Late Abani Mohan Paul, Indian by Nationality, Hindu by religion, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001,
3. **SMT. NAMITA PAUL**, Wife of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001,
4. **SMT. MITA PAUL**, Wife of Sri Bhupendra Chandra Paul and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of East Chayanpara, Post Office Ghogomali, Police Station Bhaktinagar, District Jalpaiguri, PIN-734006,
5. **SMT. ANJANA PAL**, (PAN-DUMPP3049D) Wife of Sri Dipak Pal and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Mahananda Pally, Sukanta Smriti Songha Club, Post Office Jhaljhulia Railway Colony, Police Station English Bazar, District Malda, PIN-732102,
6. **SMT. RITA PAUL**, Wife of Sri Ratan Paul and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001,

Anath chandra Pal

Ajit Kumar Paul

Mita Paul.

Rita Paul

Subankar Paul.

AS CONSTITUTED ATTORNEY

OF.....

Narvita Paul

Arjuna Paul

Sudipta Paul

Steel Builders  
Pintu Saha

7. **SMT. SUDIPTA PAL**, (PAN-DZJPP3744R) Wife of Sri Biswanath Pal and Daughter of Late Swadesh Paul, Indian by Nationality, Hindu by religion, Housewife by occupation, resident of Gour Road, Taltola, Post Office Mokdumpur, Police Station English Bazar, District Malda, PIN-732103, in the state of West Bengal - hereinafter referred to as the "**OWNERS/FIRST PARTY**" (which expression shall unless it be repugnant to the context or meaning thereof mean and include their heirs, executors, administrators and assigns) of the Party of the **ONE PART.**

The First Party/Owner Nos. 3, 5 & 7 are represented by and through their true and lawful constituted attorney **SRI SUBANKAR PAUL**, (PAN-DHEPP4035C) Son of Ratan Paul, Indian by Nationality, Hindu by religion, resident of Najrul Sarani, Hakimpara, Ward No. 15 of Siliguri Municipal Corporation, Post Office & Police Station Siliguri, District Darjeeling, PIN-734001, by virtue of a registered General Power of Attorney, being No. 5931 for the year 2022, registered in Book No. I, Volume No. 0901-2022, pages from 126400 to 126412, registered at the Office of the District Sub-Registrar Malda on 13.04.2022.

A N D

**STEEL BUILDERS**, (PAN-BBVPS4096R) a Proprietorship Firm, having its Office at Sachitra Paul Sarani, Haiderpara, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006, represented by its Proprietor **SRI PINTU SAHA**, Son of Sri Nishith Saha, Indian by Nationality, Hindu by religion, Business by occupation, resident of Najrul Sarani, Ashrampara, Near Swamiji Club, Ward No. 39 of Siliguri Municipal Corporation, Post Office Rabindra Sarani, Police Station Bhaktinagar, District Jalpaiguri, Pin-734006 (W.B)- hereinafter called the **DEVELOPER/ SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to its representatives, executors, Proprietor, administrators and assigns) of the **OTHER PART.**

Anath chandra Paul

Ajit Kumar Paul

:- Mita Paul.

Rita Paul

Subankar Paul.

AS CONSTITUTED ATTORNEY

OF.....

Arjuna Paul

Sudip Paul

Steel Builders  
Rishi Saha

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**WHEREAS** one Abani Mohan Paul (since deceased), Son of Late Hari Mohan Paul, was the sole and absolute owner of all that piece or parcel of land measuring 8(Eight) Decimals or 5(Five) Kathas, recorded in R.S. Khatian No. 7331, appertaining to and forming part of R.S. Plot No. 9908, within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Sub-Division Siliguri, under Police Station Siliguri, District Darjeeling, by virtue of a registered Deed of Sale, being Document No. 2330 for the year 1971, entered in Book No. I, Volume No. 28, pages from 188 to 191, registered at the Office of the then Sub-Registrar Siliguri on 17.04.1971, District Darjeeling, executed by (1) Sri Manoranjan Saha, (2) Sri Kashi Nath Saha and (3) Sri Kanai Lal Saha, all are sons of Late Durga Charan Saha of Killa Para, Police Station Barsapara, District Garo Hills through their true and lawful constituted attorney Sri Bimal Chandra Dey, Son of Late Nagendra Chandra Dey of Killa Para, Police Station Barsapara, District Garo Hills and thereby he acquired, absolute right, title and interest therein.

**AND WHEREAS** thereafter said Abani Mohan Paul, died intestate leaving behind his four sons and two daughters namely (1) Sri Mrinal Kanti Paul, (2) Swadesh Ranjan Paul, (3) Sri Ajit Kumar Paul (**the First Party No. 2 hereof**), (4) Sri Anath Chandra Paul (**the First Party No. 1 hereof**), (5) Smt. Reba Paul Chowdhury, Wife of Late Pulin Behari Paul Chowdhury and (6) Smt. Sheba Kundu, Wife of Sri Kartick Chandra Kundu, as his only legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of law of inheritance the abovenamed legal heirs of Late Abani Mohan Paul became the collectively owners of the said land, each having undivided 1/6<sup>th</sup> share therein, having absolute right, title and interest therein.

**AND WHEREAS** being owner in such possession said (1) Sri Mrinal Kanti Paul, (2) Smt. Reba Paul Chowdhury, Wife of Late Pulin Behari Paul Chowdhury and (3) Smt. Sheba Kundu, Wife of Sri Kartick Chandra Kundu, jointly gifted and transferred their undivided 3/6<sup>th</sup> share in the aforesaid land, to and in favour of (1) Swadesh Ranjan Paul (now deceased), (2) Sri Ajit Kumar Paul (**the First Party No. 2 hereof**) and (3) Sri Anath Chandra Paul (**the First Party No. 1 hereof**), by virtue of a registered Deed of Gift, being Document No. 7147 for the year 1989,

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Mita Paul.

Rita Paul

Subankar Paul.

AS CONSTITUTED ATTORNEY

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Anjana Paul  
Sudipta Pal

Subankar Paul  
Rita Paul

entered in Book No. I, Volume No. 113, pages from 155 to 157, registered at the Office of the then Sub-Registrar Siliguri, District Darjeeling and since the date such transfer said (1) Swadesh Ranjan Paul (now deceased), (2) Sri Ajit Kumar Paul (**the First Party No. 2 hereof**) and (3) Sri Anath Chandra Paul (**the First Party No. 1 hereof**), became the joint absolute owners of the said land, each having undivided 1/3<sup>rd</sup> share therein, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** subsequently said Swadesh Ranjan Paul, Son of Late Abani Mohan Paul, also died intestate leaving behind his wife and four daughters namely (1) Smt. Namita Paul, (2) Smt. Mita Paul, (3) Smt. Anjana Pal, (4) Smt. Rita Paul, (5) Smt. Sudipta Pal (**the First Party Nos. 3 to 7 hereof**), as his only legal heirs and successors to inherit his undivided 1/3<sup>rd</sup> share in the aforesaid land, which was left by Late Swadesh Ranjan Paul.

**AND WHEREAS** in the aforesaid circumstances the First Party/Owners abovenamed are the joint owners of the aforesaid land measuring 5(Five) Kathas, **as fully described in the Schedule-"A" below**, having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

**AND WHEREAS** the Second Party/Developer has been carrying on business of development of land by promoting construction of building.

**AND WHEREAS** the First Party/Owners have been trying to use and utilize the land measuring 5(Five) Kathas, more fully described in the Schedule "A" below, by constructing a residential complex thereon.

**AND WHEREAS** the First Party/Owners being devoid of technical, Engineering and Architectural qualifications or knowledge and particularly finance, the First Party/Owners have decided to get the work of development, done by the Developer/Second Party on certain terms and conditions hereinafter appearing and the Developer/Second Party has

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Rita Paul  
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Anjane Paul  
Sudip K Paul

Steel Builders  
Private Ltd  
Proprietor

also agreed to undertake the development works of constructing the residential complex upon the said land described in the Schedule "A" below as per sanctioned plan subject to the terms and conditions and consideration, hereinafter contained.

### **ARTICLE-I:**

### **OBJECTS**

The object behind this agreement is to construct and/or caused to be constructed a G+4(Four) storied building with Lift facility on the Plot of land described in the Schedule "A" below. First Party/Owners being devoid of Technical knowledge and finance as well, has engaged the Developer/Second Party. IT BEING EXPRESSLY DECLARED by the First Party/Owners and understood by the Developer/Second Party that all the Development & construction costs shall be borne by the Developer/Second Party.

The Second Party/Developer shall handover to the First Party/Owner No. 1 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the front side of the Third Floor and one Garage measuring 160 Sq.ft. (approx) including brick wall at the Ground Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 2 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the front side of the Second Floor and one Garage measuring 160 Sq.ft. (approx) including brick wall at the Ground Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 6 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the back side of the Third Floor of the proposed G+4(Four) storied building, as Owner's allocation.

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Ajit Kumar Paul

Mita Paul

Rita Paul

Subankar Paul

AS CONSTITUTED ATTORNEY

OF Navita Paul

Arjuna Paul

Indira Paul

Paula Saha

The Second Party/Developer shall handover to the First Party/Owner No. 3, 4, 5 & 7 two flats out of one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the back side of the Fourth Floor and another Flat measuring 550 Sq. Ft. (approx) including super built up area at the front side of the Fourth Floor of the proposed G+4(Four) storied building, as Owner's allocation.

Remaining constructed area of the G+4(Four) storied building with Lift facility is hereinafter called the "**DEVELOPER ALLOCATION**".

## **ARTICLE-II:**

### **TITLE AND INDEMNITY BY THE FIRST PARTY/OWNERS**

- a) The First Party/Owners hereby declare that they have good right title and possession in the said land as described in the schedule "A" below and have full power to enter into this Agreement for development. They also declared that they are in exclusive possession of the land and they hereby undertake to indemnify the Developer/Second Party from and against any such encumbrances, charges or claim whatsoever. If any dispute regarding title and possession in respect of the below 'A' scheduled land is found, the entire amount so paid by the Second Party/Developer, shall be returned by the First Party/Owners within one month from the date of such defect is found.
- b) The First Party/Owners also undertake that the Developer/Second Party shall be entitled to construct and complete the building upon the said land as described in the Schedule "A" below as agreed between the Parties hereto and shall also enter into an Agreement with the intending Transferees and/or Purchasers for the transfer of the Developer/Second Party's allocation and for the purpose to receive money from them or any of them.

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Mita Paul,

Rita Paul

Subankar Paul.

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Arjuna Paul

Sudip Paul

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Nirmala Saha

Promoter

Upon the execution of this present, the First Party/Owners shall deliver all original documents of title and other necessary papers relating to the land described in the schedule below, to the Developer/Second Party.

### OWNERS'S ALLOCATION

The Second Party/Developer shall handover to the First Party/Owner No. 1 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the front side of the Third Floor and one Garage measuring 160 Sq.ft. (approx) including brick wall at the Ground Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 2 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the front side of the Second Floor and one Garage measuring 160 Sq.ft. (approx) including brick wall at the Ground Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 6 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the back side of the Third Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 3, 4, 5 & 7 two flats out of one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the back side of the Fourth Floor and another Flat measuring 550 Sq. Ft. (approx) including super built up area at the front side of the Fourth Floor of the proposed G+4(Four) storied building, as Owner's allocation.



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Ajith Kumar Paul

Mita Paul  
Rita Paul  
Subankar Paul  
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OF  
Navinil Paul  
Ananya Paul  
Sudipta Paul

20/11/2020  
Pratik Saha  
Proprietor

**ARTICLE-III: INDEMNITY BY THE DEVELOPER/SECOND PARTY**

- a) The Developer/Second Party shall be solely and fully responsible for proper and legal construction of the said project in the said land in accordance with sanctioned building Plan passed by Siliguri Municipal Corporation or S.J.D.A.
- b) The Developer/Second Party shall not create any charge or mortgage with respect to the First Party/Owner's allocation.
- c) The Developer/Second Party shall keep the First Party/Owners indemnified from and against all actions, suits, proceedings, costs, charges and expenses because of any wrongful or illegal act (construction or devolution of the sanctioned plan or non compliance of any rules regarding the building construction) or arising out of negligence and error of the Developer/Second Party and/or his men or Agents.

**ARTICLE-IV:**  
**DEVELOPMENT RIGHT**

- a) The First Party/Owners grant exclusive right to the Developer/Second Party to develop the said land in such manner as the Developer/Second Party deem fit and proper but in consistence of the provisions contained herein and in accordance with the sanctioned Plan and the specifications.
- b) The Owners shall from time to time and at any time submit and/or join with the Developer/Second Party in submitting the Building Plan and shall execute all such papers, documents etc. required to be signed. Developer/Second Party shall be able to change the Building plan, as shall be required by the Govt. or any other authority as aforesaid to be submitted in the name of the First Party/Owners and at the cost of the Developer/Second Party.

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Ajit Kumar Paul

Mitu Paul.

Rita Paul

Subankar Paul.

AS CONSTITUTED ATTORNEY

OF: Neerita Paul

Anjana Paul

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Private Ltd.

Proprietor

- c) The First Party/Owners shall execute a General Power of Attorney in favour of the Developer/Second Party, authorizing the Developer/Second Party to carry out all sorts of development works of the said land and/or to construct the Building according to sanctioned plan including the Drawing of the plan and to sign the said plan for and on behalf of the First Party/Owners and also to obtain necessary sanction from the Siliguri Municipal Corporation and for the transfer of the Developer/Second Party's area and the said General Power of Attorney shall remain in force until and unless the Development works is completed as well as the title of entire Developer/Second Party's area is transferred in favour of the intending Purchasers.
- d) Simultaneously with the execution of these presents Developer/Second Party shall have the constructive possession of the said premises with a view and views and purposes envisaged herein.
- e) That the First Party/Owners shall execute all necessary papers and documents from time to time as may be required by the Second Party for construction of the said complex and transfer of the title to the Developer/Second Party's area in favour of the Developer/Second Party or any other person to the choice of the Developer/Second Party.

#### **ARTICLE-V:**

#### **BUILDING AND CONSTRUCTION**

Upon the construction of the Building, the First Party/Owners shall have to execute all Sale Deed or any transfer Deed in respect of the Developer/Second Party's area to the intending Purchasers, together with the proportionate undivided share of interest in the land of the said premises within the area of the Developer/Second Party's Allocation. IT BEING DISTINCTLY UNDERSTOOD by and between the parties hereto that while executing and registering such Deed or Deeds in connection with the Developer/Second Party's area, the First Party/Owners will not accept or claim any consideration whatsoever and will also be bound to

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Rita Paul

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OF Nirmala Baul

Arjuna Paul

Sudipta Paul

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Pankaj Sen

Proprietor

execute all the necessary documents of transfer with respect to the Developer/Second Party's area.

**ARTICLE-VI: CONSIDERATION:**

That the Developer/Second Party shall be entitled to realise and receive any advances, sale consideration, baina, selami, premium, rent, lease premium, lease rent tenancy etc. in respect of the DEVELOPER/SECOND PARTY'S AREA to which the First Party/Owners shall not object and shall have no claim or share in such realization. It is specifically settled that the amount which has agreed to be paid as "OWNER'S ALLOCATION" is the full consideration against the right given to the Developer/Second Party to construct the entire construction, possess and transfer the Developer/Second Party's area. The profit and loss is at the risk of the Developer/Second Party.

**ARTICLE-VII: AUTHORITIES:**

- a) The First Party/Owners shall be at liberty and entitled to transfer or otherwise, dispose of or deal with the said First Party/Owner's allocation as the First Party/Owners in their absolute discretion may think fit and proper.
- b) The Developer/Second Party shall be at liberty to occupy or to transfer by way of sale, gift, mortgage, exchange or to let out, lease out or to enter into any agreement to sell or exchange or let out, lease out the Developer/Second Party's area, to any person/party on terms and conditions of his choice at any time after execution of these presents.

That the Second Party/Developer shall have right to transfer Flats and car parking spaces to any Purchaser/Purchasers at its own choice from the Developer's allocation.

That the First Party/Owners shall not sale or transfer otherwise or enter into agreement for sale or transfer otherwise at any time in respect to the Developer/Second Party's area.

Anand chandra Pal

Ajit Kumar Paul

Mita Paul.

Rita Paul

Subankar Paul.

AS CONSTITUTED ATTORNEY

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Sudip K Pal

Steel Builders  
Partik Seth

Proprietor

### **ARTICLE-VIII:**

#### **DEFAULT**

The Developer/Second Party shall complete the project within 24(Twenty Four) months from the date of sanction of building plan.

The First Party/Owners shall present and execute the Deed of Transfer of the Developer's Area in favour of any Purchasers or any other person at the choice of Developer/Second Party and the First Party/Owners bind themselves to appear before the Registrar for registration of the said Deed of Transfer.

In case of default to execute the Sale Deed in favour of the intending Purchasers or any person of the Developer/Second Party's allocation by the First Party/Owners, then the Developer/Second Party shall not handover the possession of the Owners' allocation to the First Party/Owners.

### **ARTICLE-IX:**

- a) The First Party/Owners and the Developer/Second Party shall abide by all the laws, bye-laws, rules regulations of the Govt. Local bodies and authorities and shall attend to answer and be answerable for any deviation, violation and for breach of any of the said laws, bye laws, rules and regulations etc.
- b) Not to cause any act or action which would hamper the right of the respective parties.

### **ARTICLES-X:**

#### **TAXES**

That all taxes, rents and any other dues payable by the First Party/Owners prior to the execution of the present Deed of Agreement in respect of the said land shall be payable by the First Party/Owners.

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Mita Paul.

Rita Paul

Sudankar Paul

AS CONSTITUTED ATTORNEY

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Anjana Pal

Sudipta Pal

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Proprietor

That the Second Party/Developer shall pay the taxes and other dues in respect of the land after execution of this agreement upto the date of delivery of the possession to the other occupiers.

### ARTICLE-XI:

### NOTICE

Any notice to be given by either party to the other shall be without prejudice to any other mode of service be deemed to have been delivered or served if delivered by hand or by registered post, at the address mentioned herein.

### ARTICLE-XII:

### MISCELLANEOUS

- 1) The First Party/Owners shall have only the exclusive right to the portions, allotted to them as Owners' allocation free from all costs and charges and they will not be responsible or liable for the expenditure that may be required to complete the building according to the sanctioned Plan and for the extra work which is not mentioned in the schedule "B" hereunder shall be paid by the First Party/Owners.
- 2) Out of the total construction of the proposed building the Developer/Second Party shall handover the Owner's allocation as mentioned in the Schedule 'B' herein below and remaining portion of the constructed area is hereinafter called the Developer's allocation.

The Developer shall at its own expenses make arrangement for supplying and distributing water to all the occupiers of the building through boring well and the Developer shall also make and provide a Water Tank of suitable size at the top floor of the Building for all the occupiers and Owners of the building and all the Owner's and occupiers shall obtain electric connection before taking the

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Proprietor

possession of their respective flats and common area and shall also bear the expenses of the collapsible gate fitted at their respective main gate.

- 3) That the Owners may engage any Engineer for supervising the above construction at their own cost.
- 4) That all the occupiers of the building shall have right to use the roof of the building.
- 5) That the First Party hereby agrees and undertakes to take all necessary steps to obtain separate Electric Meter or Electric connections in or upon the Schedule "B" property at their own cost and they shall bear and pay proportionate cost of transformer installation and personal electric meter and charges to the W.B.S.E.D.C.L for the Electric connection.
- 6) That the Second Party/Developer shall be bound to install fire fighting mechanism in the proposed G+4(Four) storied building if directed by the Siliguri Municipal Corporation building Cell authority.
- 7) That the Second Party/Developer shall install Lift in the proposed G+4(Four) storied building and the first maintenance shall be borne by the Second Party/Developer and remaining maintenance shall be borne by the First Party/Owners or other occupiers of the building.
- 8) That the Second Party/Developer demolish the existing structure in the below schedule land at his own cost and shall sell the scrap materials and the First Party/Owners shall not claim any amount of the said scrap materials.

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Mita Paul.

Rita Paul

Subankar Paul

AS CONSTITUTED ATTORNEY

OF Navita Paul

Arjuna Paul

Sudipta Paul

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Pavita Paul

Proprietor

### **SCHEDULE - A**

(Description of the entire land)

ALL THAT PIECE OR PARCEL of vacant land measuring 5(Five) Kathas, recorded in R.S. Khatian No. 7331, appertaining to and forming part of R.S. Plot No. 9908, within Mouza **SILIGURI**, J.L. No. 110(88), Pargana Baikunthapur, Sub-Division Siliguri, situated at Nazrul Sarani Road from Bidhan Road to Swamiji More (Pakurtala More – Swamiji More) in Ward No. 15 of Siliguri Municipal Corporation, under Police Station, Sub-Division & Addl. District Sub-Registry Office Siliguri, District Darjeeling, in the state of West Bengal.

#### **The aforesaid land is butted and bounded as follows :**

By the North	:	35 ft. wide S.M.C. Road;
By the South	:	House of Suradhani Mallick;
By the East	:	House of Manoranjan Dey;
By the West	:	House of Shanti Mukherjee.

### **SCHEDULE - "B"**

#### **OWNERS'S ALLOCATION:**

The Second Party/Developer shall handover to the First Party/Owner No. 1 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the front side of the Third Floor and one Garage measuring 160 Sq.ft. (approx) including brick wall at the Ground Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 2 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the front side of the Second Floor and one Garage measuring 160 Sq.ft. (approx) including brick wall at the Ground Floor of the proposed G+4(Four) storied building, as Owner's allocation.

The Second Party/Developer shall handover to the First Party/Owner No. 6 one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the back side of the Third Floor of the proposed G+4(Four) storied building, as Owner's allocation.

Ananth Chandra Paul

Ajit Kumar Paul

Mita Paul

Rita Paul

Subankar Paul

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OF.....

Nainika Paul

Arjuna Paul

Sudipta Paul

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Proprietor

The Second Party/Developer shall handover to the First Party/Owner No. 3, 4, 5 & 7 two flats out of one Flat measuring 1100 Sq. Ft. (approx) including super built up area at the back side of the Fourth Floor and another Flat measuring 550 Sq. Ft. (approx) including super built up area at the front side of the Fourth Floor of the proposed G+4(Four) storied building, as Owner's allocation.

**And the remaining portion of the building shall be the Developer's allocation.**

#### SCHEDULE - 'C'

#### (DESCRIPTION & SPECIFICATION OF THE CONSTRUCTION OF THE OWNER'S ALLOCATION)

1. All walls (bricks) :
  - i) 125mm 5" thick.
  - ii) Rod- (Shyam Steel, Sristy, JSW, SRMB, TOPTech);
  - iii) Cement- Ultratech or Ambuja
  - iv) Sand/Stones - Oodlabari/Balason
  - v) Brick - No. 1 Quality.
  - vi) Railing - Staircase railing made with steel and staircase landing with marble.
  - vii) Balcony Railing- Half Steel railing.
2. DOOR :
  - 1) Sall wood frames
  - 2) Main Door make with Gamari Wood with Teak polish;
  - 3) Other Doors are Glass door;
3. WINDOW : Aluminium Sliding Window with Iron Covered Grill;
4. FLOORING : Tiles flooring dado height in rooms 100mm and in toilet with ceramic tiles upto 1.5mtrs.



Anaithan Aravindan Paul

Ajit Kumar Paul

Mita Paul

Rita Paul

Subankar Paul

AS CONSTITUTED ATTORNEY

OF Navin Paul

Arjuna Paul

Sudipta Paul

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5. KITCHEN : i) Granite Cooking slab ;  
ii) One Steel Sink;  
iii) Ceramic tiles full from the working table and floor finished by Marble;  
iv) Running Water facility.  
v) Provision for fixing chimney or exhaust fan with electric point.
6. TOILET : i) One Basin;  
ii) Indian Pan/Commode with flush;  
iii) Shower (Mark, Asianpaints, Essess, Ceza);  
iv) Provision for one 15 Amp Power Plug for Geyser in attached Toilet.  
v) CP water tap connection  
vi) All internal concealed water pipe line  
vii) Floor finished with Marble;  
viii) 12' x 18' Tiles with Highlighter.
7. COLORING : Putty with primer on the inner walls(Asian Paints).
8. ELECTRIFICATION : Concealed wiring with copper wire with MCB Isolator. Total 35 Nos. 5 amp and 3 Nos. 15 amp points will be provided including fittings (Finolex/Havells/Anchor)
9. WATER AND :  
SANITATION i) Concealed water supply and sanitation facility;  
ii) Sanitary item;  
iii) Sanitary fittings.  
iv) Four numbers of water tanks of 1000 Ltr. Each.  
v) All pipes fittings are Supreme, Astral brand.

10. LIFT : OTIS Automatic with one year warranty.
11. Front side vacant space : Covered with digital parking tiles.  
and main entrance.

**IN WITNESS WHEREOF** the Parties hereof do hereunto set and subscribed their respective hands on the day, month and year first above written.

Ananta Chandra Paul

**WITNESSES:**

1. Joydeb Barik  
S/o. H. Mitai Chandra Barik  
Moleji Subash Road,  
Subhas Pally, Siliguri  
Dist - Darjeeling - 734001

Ajit Kumar Paul  
Mita Paul.

Rita Paul  
Subankar Paul.

AS CONSTITUTED ATTORNEY

OF Narvik Paul  
Anjana Paul  
Sudipta Paul

2. Sudip Paul  
S/o Ananta Ch Paul.  
20, Satrajit Roy Sarani,  
Haiderpura,  
Siliguri - 06

(SIGNATURE OF THE FIRST PARTIES)

Steel Builders

Pinku Saha

(SIGNATURE OF THE SECOND PARTY)

Drafted as per the instructions of the parties, readover and explained by me and typed in my office:

Sudama Mahato

(SUDAMA MAHATO)

Advocate, Siliguri












Enrolment No. WB-1170/2001

EXECUTANT SHEET

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Anata Chandra Paul	LEFT HAND					
	RIGHT HAND					












Anata Chandra Paul

SIGNATURE

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Ajit Kumar Paul	LEFT HAND					
	RIGHT HAND					

Ajit Kumar Paul

SIGNATURE

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Mita Paul	LEFT HAND					
	RIGHT HAND					

Mita Paul.

SIGNATURE

**EXECUTANT SHEET**











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

Rita Paul  
SIGNATURE

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

Subankar Paul  
AS CONSTITUTED ATTORNEY

SIGNATURE Nandini Paul  
Nandini Paul  
Subankar Paul

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

**Steel Builders**  
SIGNATURE Nandini Saha  
Proprietor

## Major Information of the Deed









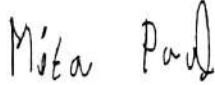
Deed No :	I-0402-01452/2022	Date of Registration	17/05/2022
Query No / Year	0402-2001183886/2022	Office where deed is registered	
Query Date	19/04/2022 1:57:22 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	Sudama Mahato Siliguri Court,Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9434461808, 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. 50,00,000/-	Rs. 1,89,00,004/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (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: Nazrul Sarani Road from Bidhan Road to Swamiji Mor, Road Zone : (Pakurtala More -- Swamiji More (Jalpaiguri District)) , Mouza: Siliguri, , Ward No: 15 JI No: 88, Pin Code : 734001



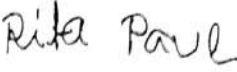
Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-9908	RS-7331	Bastu	Bastu	5 Katha	50,00,000/-	1,89,00,004/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					8.25Dec	50,00,000 /-	189,00,004 /-	

**Lord Details :**

No.	Name	Photo	Finger Print	Signature
1	<b>Shri ANATH CHANDRA PAUL (Presentant )</b> Son of Late ABANI MOHAN PAUL Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office	 17/05/2022	 LTI 17/05/2022	 17/05/2022
20, SATYAJIT ROY SARANI, WARD NO. 39, City:- Siliguri Mc, P.O:- RABINDRA SARANI, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AExxxxxx9E, Aadhaar No: 56xxxxxxx3231, Status :Individual, Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office				
2	<b>Shri AJIT KUMAR PAUL</b> Son of Late ABANI MOHAN PAUL Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office	 17/05/2022	 LTI 17/05/2022	 17/05/2022
NAJRUL SARANI , HAKIM PARA, WARD NO. 15, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Retired Person, Citizen of: India, PAN No.:: AFxxxxxx1B, Aadhaar No: 28xxxxxxx8767, Status :Individual, Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office				
3	<b>Smt NAMITA PAUL</b> Wife of Late SWADESH PAUL NAJRUL SARANI, HAKIM PARA, WARD NO. 15, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Applied for Form 60, Aadhaar No: 81xxxxxxx4361, Status :Individual, Executed by: Attorney, Executed by: Attorney			
4	<b>Smt MITA PAUL</b> Wife of Shri BHUPENDRA CHANDRA PAUL Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office	 17/05/2022	 LTI 17/05/2022	 17/05/2022
EAST CHAYAN PARA, City:- Not Specified, P.O:- GHOGOMALI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Applied for Form 60, Aadhaar No: 73xxxxxxx9263, Status :Individual, Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office				

Smt ANJANA PAUL



Wife of DIPAK PAL MAHANANDA PALLY, City:- Not Specified, P.O:- JHALJHALI, P.S:-English Bazar, District:- Malda, West Bengal, India, PIN:- 732102 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DUxxxxxx9D, Aadhaar No: 99xxxxxxxx6014, Status :Individual, Executed by: Attorney, Executed by: Attorney

6	Name	Photo	Finger Print	Signature
	<b>Smt RITA PAUL</b> Wife of Shri RATAN PAUL Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office			
		17/05/2022	LTI 17/05/2022	17/05/2022
	NAJRUL SARANI, HAKIM PARA, WARD NO. 15, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, Applied for Form 60, Aadhaar No: 57xxxxxxxx8365, Status :Individual, Executed by: Self, Date of Execution: 17/05/2022 , Admitted by: Self, Date of Admission: 17/05/2022 ,Place : Office			
7	<b>Smt SUDIPTA PAL</b> Wife of Shri BISWANATH PAL GOUR ROAD, TALTALA, City:- Not Specified, P.O:- MOKDUMPUR, P.S:-English Bazar, District:-Malda, West Bengal, India, PIN:- 732103 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: DZxxxxxx4R, Aadhaar No: 62xxxxxxxx5232, Status :Individual, Executed by: Attorney, Executed by: Attorney			

**Developer Details :**



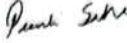
Sl No	Name	Address	Photo	Finger print and Signature
1	<b>STEEL BUILDERS</b> SACHITRA PAUL SARANI, HAIDERPARA, City:- Siliguri Mc, P.O:- RABINDRA SARANI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006 , PAN No.:: BBxxxxxx6R, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Attorney Details :**



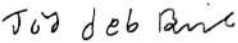
Sl No	Name	Address	Photo	Finger print and Signature
1	<b>Shri SUBANKAR PAUL</b> Son of Shri RATAN PAUL Date of Execution - 17/05/2022, , Admitted by: Self, Date of Admission: 17/05/2022, Place of Admission of Execution: Office			
			May 17 2022 12:59PM	LTI 17/05/2022
	NAJRUL SARANI, HAKIM PARA, WARD NO. 15, 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.:: DHxxxxxx5C, Aadhaar No: 35xxxxxxxx8389 Status : Attorney, Attorney of : Smt NAMITA PAUL, Smt ANJANA PAUL, Smt SUDIPTA PAL			

**Representative Details :**

Name, Address, Photo, Finger print and Signature

No	Name	Photo	Finger Print	Signature
1	<b>Shri PINTU SAHA</b> Son of Shri NISHITH SAHA Date of Execution - 17/05/2022, , Admitted by: Self, Date of Admission: 17/05/2022, Place of Admission of Execution: Office	 May 17 2022 12:59PM	 LTI 17/05/2022	 17/05/2022
NAJRUL SARANI, ASHRAM PARA, WARD NO. 39, City:- Siliguri Mc, P.O:- RABINDRA SARANI, P S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BBxxxxxx6R, Aadhaar No: 78xxxxxxxx9127 Status: Representative, Representative of : STEEL BUILDERS (as PROPRIETOR)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri JOYDEB BANIK</b> Son of Shri NITAI CHANDRA BANIK NETAJI SUBASH ROAD, SUBASH PALLY, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	 17/05/2022	 17/05/2022	 17/05/2022
Identifier Of Shri ANATH CHANDRA PAUL, Shri AJIT KUMAR PAUL, Smt MITA PAUL, Smt RITA PAUL, Shri SUBANKAR PAUL, Shri PINTU SAHA			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri ANATH CHANDRA PAUL	STEEL BUILDERS-2.75055 Dec
2	Shri AJIT KUMAR PAUL	STEEL BUILDERS-2.74973 Dec
3	Smt NAMITA PAUL	STEEL BUILDERS-0.549945 Dec
4	Smt MITA PAUL	STEEL BUILDERS-0.549945 Dec
5	Smt ANJANA PAUL	STEEL BUILDERS-0.549945 Dec
6	Smt RITA PAUL	STEEL BUILDERS-0.549945 Dec
7	Smt SUDIPTA PAL	STEEL BUILDERS-0.549945 Dec



**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 12:51 hrs on 17-05-2022, at the Office of the A.D.S.R. SILIGURI by Shri ANATH CHANDRA PAUL, 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 1,89,00,004/-

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

Execution is admitted on 17/05/2022 by 1. Shri ANATH CHANDRA PAUL, Son of Late ABANI MOHAN PAUL, 20, SATYAJIT ROY SARANI, WARD NO. 39, P.O: RABINDRA SARANI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Retired Person, 2. Shri AJIT KUMAR PAUL, Son of Late ABANI MOHAN PAUL, NAJRUL SARANI, HAKIM PARA, WARD NO. 15, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Retired Person, 3. Smt MITA PAUL, Wife of Shri BHUPENDRA CHANDRA PAUL, EAST CHAYAN PARA, P.O: GHOGOMALI, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession House wife, 4. Smt RITA PAUL, Wife of Shri RATAN PAUL, NAJRUL SARANI, HAKIM PARA, WARD NO. 15, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife

Indetified by Shri JOYDEB BANIK, , Son of Shri NITAI CHANDRA BANIK, NETAJI SUBASH ROAD, SUBASH PALLY, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

Execution is admitted on 17-05-2022 by Shri PINTU SAHA, PROPRIETOR, STEEL BUILDERS (Sole Proprietorship), SACHITRA PAUL SARANI, HAIDERPARA, City:- Siliguri Mc, P.O:- RABINDRA SARANI, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734006

Indetified by Shri JOYDEB BANIK, , Son of Shri NITAI CHANDRA BANIK, NETAJI SUBASH ROAD, SUBASH PALLY, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

**Executed by Attorney**

Execution by Shri SUBANKAR PAUL, , Son of Shri RATAN PAUL, NAJRUL SARANI, HAKIM PARA, WARD NO. 15, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business as the constituted attorney of 1. Smt NAMITA PAUL NAJRUL SARANI, HAKIM PARA, WARD NO. 15, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, 2. Smt ANJANA PAUL MAHANANDA PALLY, P.O: JHALJHALI, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732102, 3. Smt SUDIPTA PAL GOUR ROAD, TALTALA, P.O: MOKDUMPUR, Thana: English Bazar, , Malda, WEST BENGAL, India, PIN - 732103 is admitted by him

Indetified by Shri JOYDEB BANIK, , Son of Shri NITAI CHANDRA BANIK, NETAJI SUBASH ROAD, SUBASH PALLY, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

**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 17/05/2022 11:34AM with Govt. Ref. No: 192022230027946578 on 17-05-2022, Amount Rs: 21/-, Bank: SBI EPay ( SBIEPay), Ref. No. 3498157132222 on 17-05-2022, Head of Account 0030-03-104-001-16