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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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27-7-23

Sadhana Sen

Ankur Debnath
Partner

For M/s. Creative Construction

Koustubh Ray
Partner

For M/s. Creative Construction

Subrata Manna
Partner



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Page No. 1

DEED OF AGREEMENT FOR DEVELOPMENT

Certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

DM
Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

27 JUL 2023

27 JUL 23

Sadhana Sen

Partner

Ankur Dutta

Partner

Partner

Kuntal Ray

Partner

Partner

Subir Mukherjee

Partner

THIS DEED OF AGREEMENT IS MADE ON THIS THE 20th DAY OF JULY TWO THOUSAND TWENTY THREE AT SILIGURI.

BETWEEN

SMT. SADHANA SEN, daughter of Late Manindra Kumar Sen, by religion Hindu, Indian by nationality, residing East Vivekananda Pally, Near Friends Union Club, Siliguri, P.O. Rabindra Sarani, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin – 734006 in the state of West Bengal – hereinafter referred to as the “**FIRST PARTY/OWNER**” (which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**. PAN - AVSPS2192N.

AND

“**CREATIVE CONSTRUCTION**”, a registered partnership firm, having its registered office at Subhash Pally, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin 734001 in the state of West Bengal, represented by and through its partners (1) SRI ANKUR DUTTA, son of Sri Amar Dutta, (2) SRI KUNTAL RAY, son of Late Kamini Mohan Ray and (3) SRI SUTIRTHA MUKHERJEE, son of Late Soumitra Mukherjee - hereinafter called the “**DEVELOPER/SECOND PARTY**” (Which expression shall mean and include unless excluded by or repugnant to the context its executors, successors, legal representatives, administrators and assigns) of the **SECOND PART**. PAN – AAGFC4863P.

Sadhana Sen

For M/s. Creative Construction

Ankur Datta
PartnerK. K. Singh
Partner

Partner

For M/s. Creative Construction

Subrata Kumar Singh
Partner

WHEREAS one Sri Udit Kumar Sen, son of Late Manindra Kumar Sen is the absolute owner-in-possession of the land measuring 0.06 Acre, appertaining to Plot No. 376/731 (R.S.), recorded under Khatian No. 381 (R.S.), situated within Mouza - Dabgram, J.L. No. 2, Sheet No. 12, Pargana - Baikunthapur, within the jurisdiction of Police Station - Bhaktinagar, in the District of Jalpaiguri by virtue of a Deed of Sale, executed by Sri Karna Kumar Singha, Sri Swarna Kumar Singha, Sri Subarna Kumar Singha and Sri Kirsingh Kumar Singha, all are sons of Sri Harendra Nath Singha on 04-05-1973 and the same was registered in the office of the Dist. Sub-Registrar, Jalpaiguri, recorded in Book. I, Being No. 4596 for the year 1973 and he is possessing and enjoying the said plot of land having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever and his name has duly been recorded in the Record-Of-Right with respect to his aforesaid land in the office of the B.L. & L.R.O. at Rajganj Block and subsequently a separate Khatian has been finally published in his name bearing Khatian No. 229, appertaining to Plot No. 149, Sheet No. 67 of Mouza – Dabgram.

A N D

WHEREAS the owner of such possession Sri Udit Kumar Sen, son of Late Manindra Kumar Sen transferred his aforesaid land measuring 0.06 Acre to and in favour of Smt. Sadhana Sen, daughter of Late Manindra Kumar Sen (the First Party hereof) by virtue of a Deed of Gift, executed on 13-06-2022 and the same was registered in the office of the Addl. Dist. Sub-Registrar at Bhaktinagar, Jalpaiguri, recorded in Book No. I, Being No. 5717 for the year 2022. Thus by virtue of such Gift Deed Smt. Sadhana Sen, daughter of Late Manindra Kumar Sen became the absolute owner of the land measuring 0.06 Acre in her khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein and her name has duly been recorded in the Record-Of-Right with respect to her aforesaid land in the office of the B.L. & L.R.O. at Rajganj Block and subsequently a separate khatian has been finally published in her name bearing Khatian No. 512, appertaining to Plot No. 149, Sheet No. 67 of Mouza – Dabgram.

Sadhana Sen

For M/S. Creative Construction

Partner

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For M/S. Creative Construction

Partner

Partner

For M/S. Creative Construction

Partner

Partner

AND

WHEREAS the First Party desirous to construct a P + three storied building on his aforesaid land measuring 0.06 Acre as describe in Schedule "A" consisting of residential flats/apartments/garage/shop/car parking space etc. according to the drawing plans and specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other appropriate authorities according to law but she is not being in a position to put her contemplation and scheme into action due to devoid of technical knowledge and shortage of fund and has approached the Second Party/Developer to promote/ develop the said property by constructing a P + three storied building on her said land measuring 0.06 Acre and the Developer shall take initiative to sanction the building plan from Siliguri Municipal Corporation by investing their money.

AND

WHEREAS the Second Party finding the offer of the First Party is reasonable and relying on the aforesaid facts accepted the offer of the First Party to build the said P + three storied building within a stipulated period in terms of this agreement by investing its fund in all expenses of construction of the proposed building to be borne by the Developer.

AND

WHEREAS the Second Party/Developer has offered the First Party to allot the entire First Floor including proportionate share of staircase and super built up area and two garage measuring 130 Sq. ft. each at the Ground Floor in the proposed P + three storied building including undivided proportionate share of the below schedule "A" land and the Second party shall also pay the amount of Rs. 15,00,000/- (Rupees Fifteen lakh) only to the First Parties for the development of the land which is specifically mentioned in the Schedule - "A" below and the said amount of Rs. 15,00,000/- (Rupees Fifteen lakh) only shall pay by the Second Party to the First Party after the registration of all the flats and garages of the developer's allocation area.

AND

Sadhana Sen

For Ms. Creative Construction

Ankur Datta
Partner

For Ms. Creative Construction

Kaushik
Partner

For Ms. Creative Construction

Subrata Mukherjee
Partner

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

AND

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

AND

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

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

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

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

Sadhana Sen

For M/S. Creative Construction

Anita Datta

Partner

For M/S. Creative Construction

Kushti B

Partner

For M/S. Creative Construction

Subrata Mukherjee

Partner

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

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

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

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

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

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

- 1) That in pursuance of this agreement the Land Owners/ First Party hereby grant an exclusive right to the Developer to build a three storied residential building containing self contained flats.
- 2) That the Developer upon execution of this agreement agrees allot the entire First Floor including proportionate share of staircase and super built up area and two garage measuring 130 Sq. ft. each at the Ground Floor in the proposed P + three storied building including undivided proportionate share of the below schedule "A" land and the Second

Sadhana Sen

For M/s. Creative Construction

Ankur Datta
Partner

For M/s. Creative Construction

Kaustubh
Partner

For M/s. Creative Construction

Sudhakar Anandaram
Partner

party shall also pay the amount of Rs. 15,00,000/- (Rupees Fifteen lakhs) only which shall be completed in all respects in accordance with the sanctioned plan free of costs/charges/ encumbrances on the said land as mentioned in the schedule "A" herein below to be developed by the Developer within 30 (thirty) months from the date of sanction of building plan from the Siliguri Municipal Corporation as well as vacation and handing over the below schedule - "A" land unto and in favour of the Second Party.

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

Sadhana Sen

For M/s. Creative Construction

Anika Datta

For M/s. Creative Construction

Kunzhi R

Partner

For M/s. Creative Construction

Subrata Mukherjee

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

Sadhana Sen

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For M/s. Creative Construction

AKDatta

For M/s. Creative Construction

Kaushik R
Partner

For M/s. Creative Construction

Subrata mukherjee

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

Sandhanan Son

For M/s. Coastline Construction
Anil R. Datta
Partner

For M/s. Coastline Construction
Kushiraj
Partner

For M/s. Coastline Construction
Subrata Muneeraj
Partner

First Party allocation of the building to the First Party 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.

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

Sachin Kumar Sin

For M/s. Creative Construction

Ankur Datta
Partner

For M/s. Creative Construction

Kaushal B
Partner

For M/s. Creative Construction

Subir Kumar Sin
Partner

- 21) That if this agreement fails to materialized due to the unlawful interference of the First Party or due to any encumbrances in respect of the below schedule land and then the First Party shall be liable to return the entire expenses that the Second party already invested and consideration money already paid with interest @ 12% per annum to the Second party immediately and similarly if the Second Party unable to complete the said three storied building within the stipulated period of 30 (thirty) months) then the Second Party shall pay interest @ 12% per annum to the First Party.
- 22) That the Developer/Second Party shall be entitled to take advances from the intending purchaser after the execution of this agreement by executing a agreement for ale with the intending purchaser/s and the First Party shall have no objection in this regard and shall also make necessary signatures in the respective agreement for sale and/or authorize the Developer or one of the partner of the Developer through a registered General Power of Attorney to execute and register the same lawfully.
- 23) That all original documents relating to the below schedule land shall be with the Developer/Second party till the completion of the registration of all the developer allocation area.
- 24) That Income Tax and any others Govt. tax liability for the Developer's allocation of the proposed building shall be borne by the Developer/Second party and if any Income Tax and GST was imposed upon the owner's allocation area then its shall be borne by the First Party on owner's allocation area and in no such circumstances the First Party shall have any liability for any income tax or other tax imposed on the Developer allocation area.
- 25) That during the construction of the said building, if any changes in specification demanded by the First Party then the Second Party shall be charge extra cost for doing the same and no choosing option will be allowed to the First Party.

Sadhana Sen

For Ms. Creative
PARTNER

Ankita

For Ms. Creative
PARTNER

Krunal R

For Ms. Creative
PARTNER

Sudhakar

Partner

- 26) That the First Party shall not entitle use the common parking area other than their specified parking area.
- 27) That any dispute or difference which may arise between the parties or their nominee or representatives, with regard to the construction, meaning and effect of this Agreement or any part thereof, or respecting the construction or any others matters relating to the construction shall be referred to Arbitration and the decision of the sole Arbitrator, if the parties in dispute so agree, otherwise to two or more arbitrators, according to the parties of this Agreement one to be nominated by each party or their representatives and in case of difference of opinion between them by the umpire selected by them at the commencement of the reference and this clause shall be deemed to be a submission within the meaning of the Arbitration and conciliation Act.1996, including its statutory modification and re-enactment.
- 28) That since commencement of the construction work of the building on the below scheduled land till completion thereof the Parties of the First Part shall not cause any sort of obstruction (except if necessary of their flat) or other impediment nor shall do anything which may amount to obstruction or impediment or hindrance in the matter proceeding with or completing the construction work.
- 29) That the party of the Second Part shall complete the construction of the agreed three storied building within a period of 30 (thirty) months since the day of its having the plan sanctioned and approved by the appropriate authority to be applied therefore in the name of the First Party, in hand.

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

Sadhana Sen

For M/S. Creative Construction

Anika Dutta

Partner

For M/S. Creative Construction

Koushik Roy

Partner

For M/S. Creative Construction

Subodh Kumar

Partner

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

SCHEDULE - "A"

ALL THAT PIECE OR PARCEL of Vacant land measuring 0.06 Acre, at an annual rent payable to the Govt. of West Bengal now represented by the B.L. & L.R.O. Rajganj, recorded in Khatian No. 381 (R.S.), 512 (L.R.), included in part of Plot No. 376/731 (R.S.), 149 (L.R.), situated within Mouza – DABGRAM, J.L. No. 2, Sheet No. 12 (R.S.), 67 (L.R.), within the limits of Siliguri Municipal Corporation Ward No. 38, situated at Raja Ram Mohan Roy Road Bye Lane, East Vivekananda Pally, within the jurisdiction of Police Station Bhaktinagar, Addl. Dist. Registry Office at Bhaktinagar, Sub-Division and District Jalpaiguri, in the State of West Bengal and the said property is butted and bounded as follows:-

By the North : 10 Feet Wide Municipal Road;
By the South : Land of Ram Sarkar;
By the East : Land of Madhusudhan Paul;
By the West : 20 Feet Wide Municipal Road.

SCHEDULE - "B"

(Allocation of the First Party / Owners)

ALL THAT piece or parcel of the entire First Floor including proportionate share of staircase and super built up area and two garage measuring 130 Sq. ft. each at the Ground Floor in the proposed P + three storied building including undivided proportionate share of the schedule "A" land" land together with proportionate share of land and all other common areas and facilities attached to the said building.

Sadhana Sin

For M.D. Creative Construction

Anita Datta
Partner

Kunshi RY

For M.D. Creative Construction

Sudhakar Manjunath
Partner

SCHEDULE – “C”
(Works Specification)

1. FOUNDATION : R.C.C. foundation with super structure;
2. BRICK WORK : 5” thick Brick Work (1:5);
3. PLASTERIN : Inside and outside sand cement mortar plaster:
4. FLOORING :
 - (a) Living & dining room will be finished with 24" X 24" Tiles.
 - (b) Bed Rooms & Balcony will be finished with 24" X 24" Tiles;
 - (c) Kitchen Floor will be finished with marble;
 - (d) Oven slab will be made of marble and finished with glazed tiles upto 3 Feet height from oven slab.
 - (e) Toilet will be finished with marble stone and wall upto 5'-6" height will be finished with glazed tiles.
5. DOORS : All door frame will be made of Sal Wood (4" x 2¹/₂") height and breath as per plan and main door will be made of wooden and other door/s shutter made of commercial flush door with fitting and paint;
6. WINDOWS :
 - (a) Windows frame will be made of Aluminum with Grill fitted;
7. COLOUR :
 - (a) Inside Wall – Putty;
 - (b) Out side Wall – Whether Coat;

Sadhana Sen

Partnership Construction

Ankudath
Partner

Partnership Construction

Kunthi R

Partnership Construction

Subrata Mukherjee
Partner

- (c) Door & Window paint – primer & Synthetic paint;
- (d) Door fittings: Aluminum;
- (e) Window fittings: Aluminum.

8. ELECTRICAL WORKS

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

Electric connection shall be taken from the electricity board by the First Party at her own cost in her respective flats and the First Party agrees to pay one time infrastructure development cost in relation to installation of new electric connection which shall depend of the usage capacity opted by the First Parties in their each flat.

9. ELECTRICAL POINTS

- (a) Bed Rooms – 3 Light points, 2 Fan points, One 5 Amp. Socket.
- (b) Dining cum Drawing Room - 2 Light points, 2 Fan points, One 5 Amp. Socket, One 15 Amp. Socket.
- (c) Kitchen - 1 Light point, 1 Exhaust Fan point, 3 15 Amp point.
- (d) Common Toilet - 1 Light point, 1 Exhaust Fan point and 1 Geyzor Point.
- (e) Attached Toilets - 1 Light point, 1 Exhaust Fan point.
- (f) Balcony - 1 Light point.
- (g) Inverter Point shall be provided by the developer.

Sadhana Sen

Partners
Creative Construction
Ankur Datta

Partners
Creative Construction
Kuntal Ray

Partners
Creative Construction
Subrata Ghosh

9. PLUMBING :
- (a) Toilet & Kitchen water line fittings-ISI approved Companies.
 - (b) Outside water line) PVC;
 - (c) Inside water line – G.I./P.V.C. Pipe ISI approved;
 - (d) Inside water line will be concealed;
 - (e) One Porcelain basin (18" X 12") shall be provided in Dining space.
 - (f) 3 Pcs. Conceal Stop Cock shall be provided in Common Toilet.
 - (g) 2 Pcs. Bib Cock shall be provided in Common Toilet and Attached Toilet.
 - (h) One Stainless Steel Sink (20" X 17") shall be provided in Kitchen.
 - (i) One Shower and Angel Cock shall be provided in Common Toilet.
10. SANITARY WORKS :
- (a) Sanitary main line – PVC pipe;
 - (b) Sanitary on Gas Line – PVC pipe;
 - (c) All sanitary fittings, like "T" bend, syphone, (with system) – White coloured (System will be PVC made).
 - (d) Indian Type Pan and P.V.C. Cistern shall be provided in Common Toilet.
 - (e) European Commode and P.V.C. Cistern shall be provided in Common Toilet.
 - (f) Separate water arrangement shall be provided by the Second Party.
- 11 BUILDING MATERIALS
- (a) Cement – Ultratech, Star, Dalmia, lafarge, Ambuja;
 - (b) Iron – SRMB, Shyam, Kamdhenu,

Sadhana Sen

con. Arts, Creative Construction

Ankush Dutta

Partner

con. Arts, Creative Construction

Kaustubh R

Partner

con. Arts, Creative Construction

Sudhakar Manam

Sail.

- (c) Brick – 1st Class;
- (g) Ventilation – Cement
- (h) Basin – Cera/Hindware;

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

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

12. All the payments to be made to Chowkidars, Night Watchman and sweepers;

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

WITNESSES:

1) Subalash Singha
S/o Samin Singha
New mian paury
P.O. P.S. - Siliguri
Dist - Darjeeling
Pin - 734001.

Sadhana Sen
SIGNATURE OF THE FIRST
PARTY

For M/s. Creative Construction

Ankur Datta
Partner

For M/s. Creative Construction

Kushti R

Subalash Singha

2) Surajit Sarkar
Sp. - Sukumar Sarkar
Purba Chayan. pawa.
P.O. - Ghugumali
P.S. - Bhaktinagar.
Siliguri
734006

SIGNATURE OF THE SECOND
PARTY / DEVELOPER

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

Tapash Nandi

(Tapash Nandi)











Advocate / Siliguri

Enrolment No. WB-1030/2002



Sadhana Sen

Finger Prints of SADHANA SEN

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

Sadhana Sen

Signature













51 JUL 2024



Ankur Dutta

Finger Prints of ANKUR DUTTA

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

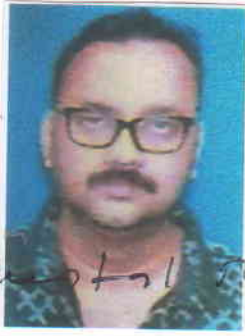


For M/s. Creative Construction

Ankur Dutta
Partner

Signature











RECEIVED
JUL 15 2023



Kuntal Ray

Kuntal Ray

Finger Prints of KUNTAL RAY

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



For M/s. Creative Construction

Kuntal Ray

Signature















50

Mukherjee

Finger Prints of SUTIRTA MUKHERJEE

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

For M/s. Creative Construction

Sutirta Mukherjee
Partner

Signature

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Subash Singh

Signature of the Identifier

8305-2016 TE

Major Information of the Deed

Deed No :	I-0711-05576/2023	Date of Registration	27/07/2023
Query No / Year	0711-2001802527/2023	Office where deed is registered	
Query Date	17/07/2023 11:38:16 AM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Tapash Nandi Lake Town, Thana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, PIN - 734007, Mobile No. : 9434151274, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
Rs. 15,00,000/-	Rs. 58,90,909/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,001/- (Article:48(g))	Rs. 15,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Raja Ram Mohan Roy Road (Word no.38),
Mouza: Dabgram Sheet No - 12, JI No: 2, Pin Code : 734006

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-376/731	RS-381	Bastu	Bastu	6 Dec	15,00,000/-	58,90,909/-	Property is on Road Adjacent to Metal Road,
Grand Total :					6Dec	15,00,000 /-	58,90,909 /-	

Land Lord Details :










SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mrs Sadhana Sen (Presentant) Daughter of Manindra Kumar Sen Executed by: Self, Date of Execution: 20/07/2023 , Admitted by: Self, Date of Admission: 27/07/2023 ,Place : Office			
		27/07/2023	LTI 27/07/2023	27/07/2023

East Vivekananda Pally, City:- Siliguri Mc, P.O:- Rabindra Sarani, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734006 Sex: Female, By Caste: Hindu, Occupation: Others, Citizen of: India, PAN No.: avxxxxxx2n, Aadhaar No: 66xxxxxxxx0151, Status :Individual, Executed by: Self, Date of Execution: 20/07/2023, Admitted by: Self, Date of Admission: 27/07/2023, Place : Office



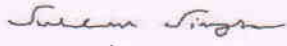
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>Creative Construction Subhash Pally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, PAN No.: aaxxxxxx3p,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	<p>Name</p>	<p>Photo</p>	<p>Finger Print</p>	<p>Signature</p>
	<p>Mr Ankur Dutta Son of Amar Dutta Date of Execution - 20/07/2023, , Admitted by: Self, Date of Admission: 27/07/2023, Place of Admission of Execution: Office</p>			
	<p>Jul 27 2023 12:38PM</p>	<p>LTI 27/07/2023</p>	<p>27/07/2023</p>	
	<p>Subhash Pally, 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, , Aadhaar No: 58xxxxxxxx4503 Status : Representative, Representative of : Creative Construction (as partner)</p>			
2	<p>Name</p>	<p>Photo</p>	<p>Finger Print</p>	<p>Signature</p>
	<p>Mr Kuntal Ray Son of Kamini Mohan Ray Date of Execution - 20/07/2023, , Admitted by: Self, Date of Admission: 27/07/2023, Place of Admission of Execution: Office</p>			
	<p>Jul 27 2023 12:39PM</p>	<p>LTI 27/07/2023</p>	<p>27/07/2023</p>	
	<p>Subhash Pally, 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, , Aadhaar No: 38xxxxxxxx9840 Status : Representative, Representative of : Creative Construction (as partner)</p>			
3	<p>Name</p>	<p>Photo</p>	<p>Finger Print</p>	<p>Signature</p>
	<p>Mr Sutirtha Mukherjee Son of Soumitra Mukherjee Date of Execution - 20/07/2023, , Admitted by: Self, Date of Admission: 27/07/2023, Place of Admission of Execution: Office</p>			
	<p>Jul 27 2023 12:39PM</p>	<p>LTI 27/07/2023</p>	<p>27/07/2023</p>	
	<p>Subhash Pally, 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, , Aadhaar No: 96xxxxxxxx2794 Status : Representative, Representative of : Creative Construction (as partner)</p>			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Subhash Singha Son of Mr Samir Singha New Milan Pally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	27/07/2023	27/07/2023	27/07/2023
Identifier Of Mrs Sadhana Sen, Mr Ankur Dutta, Mr Kuntal Ray, Mr Sutirtha Mukherjee			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Mrs Sadhana Sen	Creative Construction-6 Dec

Land Details as per Land Record

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Raja Ram Mohan Roy Road (Word no.38),
Mouza: Dabgram Sheet No - 12, JI No: 2, Pin Code : 734006

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 376/731, RS Khatian No:- 381		

Endorsement For Deed Number : I - 071105576 / 2023

On 27-07-2023

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

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

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

Presented for registration at 12:30 hrs on 27-07-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Mrs Sadhana Sen ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 58,90,909/-

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

Execution is admitted on 27/07/2023 by Mrs Sadhana Sen, Daughter of Manindra Kumar Sen, East Vivekananda Pally, P.O: Rabindra Sarani, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Others

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

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

Execution is admitted on 27-07-2023 by Mr Ankur Dutta, partner, Creative Construction (Partnership Firm), Subhash Pally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

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

Execution is admitted on 27-07-2023 by Mr Kuntal Ray, partner, Creative Construction (Partnership Firm), Subhash Pally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

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

Execution is admitted on 27-07-2023 by Mr Sutirtha Mukherjee, partner, Creative Construction (Partnership Firm), Subhash Pally, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,007.00/- (B = Rs 15,000.00/- ,E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2023 9:48AM with Govt. Ref. No: 192023240144723818 on 27-07-2023, Amount Rs: 15,007/-, Bank: SBI EPay (SBlePay), Ref. No. 5594270966533 on 27-07-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,001/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 231, Amount: Rs.5,000.00/-, Date of Purchase: 07/07/2023, Vendor name: Jayabrata Banik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2023 9:48AM with Govt. Ref. No: 192023240144723818 on 27-07-2023, Amount Rs: 2,001/-, Bank: SBI EPay (SBlePay), Ref. No. 5594270966533 on 27-07-2023, Head of Account 0030-02-103-003-02



Biswarup Goswami
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 0711-2023, Page from 114862 to 114891
being No 071105576 for the year 2023.



Biswarup Goswami

Digitally signed by BISWARUP
GOSWAMI
Date: 2023.07.28 15:36:13 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/07/28 03:36:13 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)