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v/c-333/2022

I-7894/22



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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18.8.22
 22-09-2022
 29: Meher



HeaBarik
 23/08/22
 Nithun Saha.
 Abhishek Saha.
 Noursini Saha

Balajee Real Estate

Suman Ghosal.
 Partner
 Balajee Real Estate
 Swaminthe Attkr
 Partner

CERTIFIED THAT THE DOCUMENT
 ADMITTED INTO REGISTRATION
 THE SIGNATURE SHEETS AND
 THE ENDORSEMENT SHEETS
 ATTACHED WITH THIS DOCUMENT
 ARE PART OF THIS DOCUMENT

DEED OF DEVELOPMENT AGREEMENT

This Indenture is made on this the 18th day of August, Two Thousand Twenty Two,
 at Coochbehar.

District Sub-Registrar
 Cooch Behar

~: BETWEEN:~

22 AUG 2022

23 AUG 2022



Contd.....P/2

Lila Banik

Sri Balaji Saha

Mithun Saha

Mrityunjoy Saha

Mousumi Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Swarnim Das
Partner

(1)SMT. LILA BANIK @ LILA RANI BANIK SAHA, [I.T. PAN: AILPB5812E] [AADHAAR: 806541932021] [Mobile No. 8637872831] W/o Dulal Prasad Banik, D/o Late Rabindranath Saha & Late Kalidasi Saha, (2)SMT. MANJU RANI SAHA, [I.T. PAN: EPAPS2767K] [AADHAAR: 216958244798] [Mobile No. 91-85976-36143] W/o Late Panchanan Saha and daughter-in-law of Late Rabindranath Saha & Late Kalidasi Saha, (3)SRI MITHUN SAHA, [I.T. PAN: CMPPS7355D] [AADHAAR: 446449756612] [Mobile No.9563020025], (4)SRI MRITYUNJOY SAHA, [I.T. PAN: BSPPS9463K] [AADHAAR: 805383687615] [Mobile No.9832662489] & (5) SMT. MOUSUMI SAHA, [I.T. PAN: COWPS5168D] [AADHAAR: 265909434403] [Mobile No. 919932919787] No.3 to 5 are all sons/daughter of Late Panchanan Saha and grandson/granddaughter of Late Rabindranath Saha & Late Kalidasi Saha, Hindu by faith, Indian by nationality, No. 1, 2 & 5 Household work by occupation and No.3 & 4 are Business by occupation, No.1 is resident of Keshab Road, near Bhabani Cinema, Ward No.7, P.O., P.S. & Dist. Coochbehar, Pin- 736101, and No.2 to 5 are all residents of N.N. Road, near N.N. Park, P.O., P.S. & Dist. Coochbehar, Pin- 736101, in the State of West Bengal - hereinafter collectively called the OWNERS/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the ONE PART.

A N D

M/S. BALAJEE REAL ESTATE, [I.T. PAN : AAUFB6623Q] a partnership firm, having its office address at "Shyama Kunj", Pranami School Road Last, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin- 734001, in the State of West Bengal, represented by its partners namely (1)SMT. SUMAN DALMIA AGARWAL, [I.T. PAN : ACCPA8114F] [AADHAAR: 854123222846] [Mobile No.9800897067] Wife of Sri Sunil Kumar Agarwal, & (2)SMT. SWARMISTHA DUTTA LAKRA, [I.T. PAN : AVXPD5911D] [AADHAAR: 939430948665] [Mobile No.9832010455] Wife of Sri Basuki Ranjan Lakra, both of them are Hindu by faith, Indian by nationality, Business by occupation, No.1 is resident of "Shyama Kunj", Pranami School Road Last, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin- 734001 and No.2 is resident of Bonani, B.B.D. Colony, behind Sewa Kendra, Pradhan Nagar, P.O. & P.S. Pradhan Nagar, Siliguri, Pin-734003, District Darjeeling - hereinafter called the DEVELOPER/SECOND PARTY (which expression shall mean and include unless excluded by or repugnant to the context its successors in office, legal representatives, administrators and assigns) of the OTHER PART.

(I) WHEREAS one Smt. Kali Dasi Saha, W/o Sri Rabindra Nath Saha, became the absolute owner in possession of all that 0.05 Acre of land in R.S. Plot No.3819 (area measuring 0.03 Acre) and in R.S. Plot No.3820 (area measuring 0.02 Acre) recorded in R.S. Khatian No.627, within Mouza Sahar Coochbehar, under P.S. & Dist. Coochbehar by virtue of purchase through a Deed of Sale which has been transcribed in Book No. I, Volume No.60, in pages 111 to 116, being document No.5464 for the year 1979 registered at the office of the Sadar Joint Sub-Registrar, Coochbehar.



Lila Banik

SRI MITHUN SAHA

Mithun Saha

SRI MRITYUNJOY SAHA

Mousumi Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Shashini Das
Partner

(II) AND WHEREAS said Smt. Kali Dasi Saha, and her husband Sri Rabindra Nath Saha, S/o Late Ramchandra was also the recorded owner of all that 0.14 Acre of land as recorded in R.S. Khatian No.626, comprising R.S. Plot Nos. 3816 (area measuring 0.03 Acre), 3817 (area measuring 0.07 Acre) and 3818 (area measuring 0.04 Acre) within Mouza Sahar Coochbehar, under P.S. & Dist. Coochbehar.

(III) AND WHEREAS said Smt. Kali Dasi Saha was also the recorded owner of all that 0.09 Acre of land as recorded in R.S. Khatian No.628, comprising R.S. Plot No. 3810, within Mouza Sahar Coochbehar, under P.S. & Dist. Coochbehar.

(IV) AND WHEREAS as such by virtue of above the above named Kali Dasi Saha, and her husband Rabindra Nath Saha became the absolute owner in respect of all that entire 0.28 Acre of land as mentioned above and subsequently the name of said Smt. Kali Dasi Saha had been recorded in finally published L.R. Khatian No. 1786 comprising L.R. Plot Nos. 4237, 4912, 4918, 4919, 4920, 4921 & 4922, J.L. No.130, within Mouza Sahar Coochbehar, P.S. Kotwali, under Coochbehar Municipality & Dist. Coochbehar.

AND WHEREAS subsequently both the above named Kali Dasi Saha, and her husband Rabindra Nath Saha died intestate leaving behind them their one daughter namely SMT. LILA BANIK @ LILA RANI BANIK SAHA, W/o Dulal Prasad Banik and one son namely PANCHANAN SAHA (since deceased). And accordingly as per the provisions of the Hindu Succession Act, 1956 said Smt. Lila Banik @ Lila Rani Banik Saha and Panchanan Saha (since deceased) jointly became the absolute owner of the said landed property in equal share. And after demise of said Panchanan Saha, his wife namely SMT. MANJU RANI SAHA, two sons namely SRI MITHUN SAHA and SRI MRITYUNJOY SAHA and one daughter namely SMT. MOUSUMI SAHA jointly inherited the said 50% undivided share in the said entire landed property and as such the above named SMT. LILA BANIK @ LILA RANI BANIK SAHA, SMT. MANJU RANI SAHA, SRI MITHUN SAHA, SRI MRITYUNJOY SAHA and SMT. MOUSUMI SAHA are jointly holding and occupying the said landed property as the absolute owner of the same as on this today and the said land has been already recorded in their respective names in L.R. Khatian Nos. 24986, 24981, 24983, 24982, 24984 & 1786.

AND WHEREAS the Owners/First Party hereof have presently decided to raise a multi storeyed residential cum commercial building upon all that aforesaid 0.28 Acre of land as particularly described in the First Schedule herein below and in the process the Owners/First Party have already obtained a duly sanctioned by Coochbehar Municipality vide Building Plan No. 01/2021-2022 dated 01.04.2021 for a Basement, Ground plus Five storied building/s.



Lila Banik
SMT. MANJU RANI SAHA

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Mousumi Saha

Balajee Real Estate
Suman Agrawal.
Partner

Balajee Real Estate
Shashmita Dutta
Partner

AND WHEREAS

- A) The Owners/First Party above named being desirous of constructing a Multi Storeyed residential building consisting several numbers of ownership flats, car parking space, shops etc. on the aforesaid land measuring 0.275 Acre, but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential/residential cum commercial complex in the said plot of land and accordingly the First Party approached and proposed M/S. BALAJEE REAL ESTATE i.e. the Developer/Second Party hereto referred above to develop her aforesaid landed property as per the said sanctioned building plan. The Developer/Second Party herein being a Partnership firm engaged in construction business, has agreed to develop and to construct a residential/residential cum commercial complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.
- B) The said premises i.e. the land measuring 0.275 Acre as described in the First Schedule herein below is free from all encumbrance, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- C) The Owners/First Party have agreed to grant an exclusive right of development of the said premises in favour of the Developer/Second Party for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, architects/engineers as per requirement, for the development of the premises as per its own choice and discretion.

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

ARTICLE-I-DEFENITIONS:

In this Agreement, unless otherwise specifically mentioned.

- 1.1 The Owner shall mean the said (1)SMT. LILA BANIK @ LILA RANI BANIK SAHA, W/o Dulal Prasad Banik, (2)SMT. MANJU RANI SAHA, W/o Late Panchanan Saha, (3)SRI MITHUN SAHA, (4)SRI MRITYUNJOY SAHA and (5)SMT. MOUSUMI SAHA, sons/daughter of Late Panchanan Saha, the aforesaid person not only as owners but also as having whatsoever right, title or interest that they may have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the First Schedule hereunder written and also their heirs, legal representatives, executors and assigns.

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Pransuvi Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate
Swarnika Dutta
Partner

- 1.2 Developer shall mean the said M/s. Balajee Real Estate, and its successor or successors in office, executors and administrators and assigns including its Partners at all material times.
- 1.3 Premises shall mean all that piece and parcel of the land measuring 0.28 Acre more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the competent authority for the time being prevailing.
- 1.5 Unit shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building or buildings to be constructed at the said premises.
- 1.6 Super built up area shall mean the total constructed area which will include land scap, passageways, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said premises.
- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time as the Architect of the Building to be constructed at the said premises.
- 1.8 That the plan means the plan or plans, elevation, designs, drawings and specifications of the building or buildings as have been already sanctioned by the Coochbehar Municipality which shall include any future modification/s or variation thereof which may be made from time to time.
- 1.9 Saleable area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required therefore.
- 1.10 OWNER'S ALLOCATION.

The allocation to the First Party/ Owner shall be:

That on completion of the proposed multi storeyed residential cum commercial building in the aforesaid premises the Developer/Second Party shall provide to the Owner/First Party total 5 Nos. of residential flats (as mentioned in the table below) together with 5 Nos. of Car Parking space each measuring 135 Sq.Ft. at the Basement floor of the building.



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Balajee Real Estate

Suman Agarwal -
Partner

Balajee Real Estate

Sushmita Dutta
Partner

Sl. No.	Flat No.	Tenement No.	Area (including super built up area)	Floor	Portion
1.	B-1	1	2004 Sq.Ft.	1 st	FRONT
2.	B-2	4	2004 Sq.Ft.	2 nd	FRONT
3.	C-2	6	1976 Sq.Ft.	2 nd	BACK
4.	B-3	7	2004 Sq.Ft.	3 rd	FRONT
5.	C-3	9	1976 Sq.Ft.	3 rd	BACK

And further the Owners have also received a sum of Rs.10,00,000/- (Rupees Ten Lacs) only from the Developer as part of Owners' allocation and the receipt of which is also acknowledged by the Owners by executing these presents.

1.11 DEVELOPER'S ALLOCATION:

All that other remaining saleable and useable areas i.e. residential flats/units, commercial premises, and car parking spaces/garages etc. of the building to be constructed in the aforesaid premises by the Developer according to the said sanctioned building plan of Coochbehar Municipality, together with undivided proportionate share of the land including the following.

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

ARTICLE-II COMMENCEMENT

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

ARTICLE -III OWNER'S RIGHT AND REPRESENTATIONS:

- 3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.

Heera Bhandarkar

5/3/2019/5122

Millem Saha.

Uditrajyog Saha.

Pransuani Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Sushmita Dutta
Partner

- 3.2 Excepting the owners, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof as mentioned in the First Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispendences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- 3.4 There is no vacant land at the said premises within the Urban Land (Ceiling and Regulations) Act, 1976.
- 3.5 The Owners/First Party hereby assure the Developer that there is no bar or impediment on the Owners/First Party under any law or statute to enter into the present agreement and/or to alienate the said property in any manner.
- 3.6 The Owners have not mortgaged the said premises or any part thereof to any scheduled Bank or Finance company or any other concern dealing in money lending business.
- 3.7 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owners or any person claiming under them.
- 3.8 That the Owners shall hand over the physical possession of the aforesaid premises in favour of the Developer immediately after execution of these presents. And it is covenanted here that the Owners/First Party shall not mortgage or create any charge on the title deed in respect of the said premises during subsistence of this present agreement and the First Party shall be under obligation to produce the original documents to the Second Party as and when the same may be required by the Second Party for presenting before various authorities/banks etc. for verification.

ARTICLE IV- DEVELOPER'S RIGHT

- 4.1 The Owners hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said premises in accordance with the sanctioned plan or without any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owner and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developers' own costs and expenses for sanction.



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S.B. 28/9/2022

Mithun Saha
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Balajee Real Estate
Suman Agarwal
Partner

Balajee Real Estate
Swarnishtha Attiker
Partner

ARTICLE V- CONSIDERATION

5. In consideration of the owner allowing the Developer to develop the said premises the Developer shall allocate owners as mentioned in clause No. 1.10 under Article – I, Definition hereinabove.

ARTICLE VI- PROCEDURE

6. The land owners shall grant a Power of Attorney in favour of M/s. Balaji Real Estate, or in favour of any of its Partner(s), for obtaining necessary permission and/or sanction from different authorities in connection with the development of the new building/s at the said premises and also for pursuing and following up the matter with the Coochbehar Municipality and other statutory authorities and for all other matter concerning or related to the project or development including the power to dispose of the Developer's Allocation entirely and the said Power of Attorney shall remain in force until completion of the project and sale out of the entire Developer's Allocation finally.

ARTICLE –VII- BUILDING.

- 7.1 The Developer shall at its own costs, construct erect and complete the new building at the said premises in accordance with the said sanctioned building plan with good and standard materials as may be specified by the Architects and as set out in the Second Schedule hereunder written. The new building/s shall be of residential cum commercial type and having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the Coochbehar Municipality.
- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification as stated in the Second Schedule hereunder shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building at its own costs, pumps, tube well, water storage tanks and provide other facilities as are required to be provided in a multi storied building in Coochbehar having self-contained units for sale of constructed area therein on ownership basis and as mutually agreed to.
- 7.4 The Developer shall further install CCTV cameras (maximum 4 Nos.) in the said proposed new building upon its completion at its own expenses.
- 7.5 The Developer shall be authorized in the name of the owners so far as is necessary, to apply for and obtain for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new buildings and other inputs and facilities required for the construction and enjoyment of the building for which



Deep Banerjee
S. B. Banerjee

Milken Saha.
Daisyjoy Saha.
Pransumi Saha

Balajee Real Estate
Suman Agarwal.
Partner

Balajee Real Estate
Swaminath
Partner

purpose all costs charges and expenses therefore shall be borne and met by the Developer.

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

ARTICLE VIII- COMMON FACILITIES

- 8. The Developer shall pay and bear all municipal taxes, insurance premiums and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of making over vacant possession by the owners to the Developer till the date of selling out of the entire saleable area of the building and then the transferee/s shall bear such taxes, fees, etc. in respect of their respective proportion only.

ARTICLE- IX – COMMON RESTRICTIONS

- 9.1 The Owners/Developer shall not use or permit to use in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- 9.2 Neither party shall demolish nor permit demolition of any wall or other structure in the newly constructed building or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.
- 9.3 Both the parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violating and/or breach of any of the said laws, bye-laws, rules and regulations.
- 9.4 The respective allottees /transferees including the Owners shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any part thereof and shall keep each other occupiers of the said building indemnified from and against the consequences of any breach.



Heena Baniak
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Mishra Saha.

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Abhishek Saha.
Mousumi Saha

Balajee Real Estate
Suman Agarwal
Partner

Balajee Real Estate

Swasmita Attiker
Partner

- 9.5 The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new buildings or buildings or any part thereof and shall keep each other and other occupiers of the building harmless and indemnified from and against the consequences of any breach.
- 9.6 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in corridors or other places for the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building and in case any such hindrance is caused, the Developer or the owner, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.7 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.

ARTICLE X- OWNERS' OBLIGATIONS

- 10.1 The Owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.2 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the newly constructed building.
- 10.3 That the Owners shall at the request of the Developer, if required at any material time, execute the Deed(s) of Conveyance in favour of the prospective buyer/s together with proportionate share and rights in land, common space and passage, stair case, roof etc. as and when asked by the Developer to do so with respect to Developer's allocation as agreed herein above.
- 10.4 It is distinctly understood by and between the parties hereto that while executing and registering the Deed(s) of Conveyance in favour of the prospective buyers out of the Developer's allocation as stated above the Owners shall not claim or accept any consideration whatsoever.
- 10.5 The owners shall not do any act deed or thing whereby the Developer may be prevented from construction and completion of the said new proposed building at the said premises.
- 10.6 The owners hereby agree and covenant with the Developer not to let out, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.



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William Saha.

Chaitanya Saha
Noushmi Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Swastika
Partner

- 10.7 It is further covenanted here that all the taxes i.e. GST, registration fees, stamp duties and other taxes levied by the State and the Central Government as and when applicable in respect of the Owners' Allocation shall solely be borne by the owners.
- 10.8 In the event of death of any of the land Owners/First Party hereof their legal heir(s) shall execute General Power of Attorney, if necessary, in favour of the Developer empowering it to develop the said premises and also to sell/let out the entire Developer's Allocation and for such purpose to enter into agreement(s) with intending purchasers, receive all earnest money and all payments towards consideration money and to execute, sign and register such deed(s) of conveyance/agreements etc. in respect of entire Developer's allocation.

ARTICLE – XI – DEVELOPER'S OBLIGATIONS

11. The Owners shall immediately after execution and registration of these presents shall hand over the physical possession of the said premises unto the Developer without any delay and thereafter the Developer covenants with the owners to complete the construction of the new building at the said premises in terms of the sanctioned plan/s within **the month of December, 2025**. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part or the Developer in the course of construction.

ARTICLE – XII- OWNERS' INDEMNITY

- 12.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 12.2 The Owners hereby undertake to keep the Developer indemnified against all THIRD PARTY claims and actions against the aforesaid premises.
- 12.3 The Owners shall not sale or transfer otherwise or enter into agreement for sale or transfer otherwise at any time in respect to the Developer's allocation/area.

ARTICLE XIII- DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertakes to keep the owners indemnified against all THIRD PARTY claims and actions arising out of any sort of act or omission of the Developer in or relation to or arising out of the construction of the said building at the said premises.



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Nilkan Saha.

12 Abhijit Saha

Prasanna Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Sudhintha Attuk
Partner

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

ARTICLE XIV- MISCELLANEOUS

- 14.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owners in any manner nor shall the parties hereto constitute as an association of persons.
- 7.7 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been made herein and the owners hereby undertake to do all such acts, deeds, and things that may be reasonably required to be done in the matter and the owners shall further execute any such additional power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe the right to the owners and/or go against the spirit of this agreement.
- 14.2 The Developer shall frame scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Associations/Holding Organization and hereby give their consent to abide by the same.
- 14.3 As and from the date of completion of the new building, the Owners, Developer and/or its transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 14.4 That the Owners, Developer and its transferees shall have the common rights in all stair cases, passages, roof etc. of the building and each one shall be entitled to use and utilize the same without causing any disturbance to others.
- 14.5 That the Developer shall have the exclusive right to deal with the constructed area of portion of the proposed building including its right to all common areas and facilities provided in the said building and shall have the right to enter into any agreement with prospective buyer as may be chosen and selected by the Developer



Deep Banik

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Abhishek Joy Saha

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Pransuwan Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Swarnishtha Dutta
Partner

for sale of any unit out of the Developer's allocation at such price and at such rate as may be agreed upon by and between the Developer and the intending Purchaser(s).

- 14.6 The Developer can avail bank loan or financial assistance from any scheduled bank or finance company in respect of Developer's allocation as agreed under this agreement.
- 14.7 Save and except as specifically mentioned herein, the Developer shall have exclusive 50% right over the top roof/terrace of the said proposed building.
- 14.8 The Developer and the Owners shall mutually decide the name of the new proposed building to be constructed on the said premises.
- 14.9 That all income tax liability in connection with construction of the aforesaid building (excluding the Owners' share) and profit arises from sale of Developer's share in the said building shall be borne by the Developer.
- 14.10 That the income tax liability of the Owners/First Party, if any, arising out of this agreement shall be borne by them.

14.11 *That any modification/alteration of the contents of this indenture can be made by way of registered instrument within seven days with mutual consent of both parties.*

ARTICLE X - FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.
- 15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, pandemic/lockdown and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVI - ARBITRATION

16. In case if any dispute, difference or question arising between the parties hereto with regards to this agreement, the same shall be resolved through arbitrator by appointing a sole Arbitrator by the Developer. The decision of the Arbitrator shall be final and binding on the parties. The arbitration proceeding shall be in accordance with provisions as laid down in Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto. The venue of the arbitration proceedings shall be at Coochbehar and the language shall be English. All the proceedings are subject to the exclusive jurisdiction of the court at Coochbehar only. Provided that the Developer and the Owners shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to Arbitration and Arbitrator has given his award.

Millenn Saha



jeela Bunk

5/23/2015/22

Milhem Saha.

14
Maitrimoj Saha

Mousumi Saha

Balajee Real Estate

Suman Agarwal.
Partner

Balajee Real Estate

Swamintha Athlika
Partner

THE FIRST SHCEDUE ABOVE REFERRED TO
SCHEDULE "A"
DESCRIPTION OF THE PREMISES.

All that piece or parcel of homestead land measuring **0.275 Acre**, appertaining to L.R. Plot No. 4912 (0.085 Acres), L.R. Plot No. 4919 (0.07 Acres), L.R. Plot No. 4920 (0.04 Acres), L.R. Plot No. 4921 (0.03 Acres), L.R. Plot No. 4922 (0.02 Acres) and L.R. Plot No. 4918 (0.03 Acres), recorded in L.R.Khatian Nos. 24982, 24986, 24984, 24983, 24981 & 1786, Mouza Sahar Coochbehar, J.L. No. 130, P.S. Kotwali, located at Nipendra Narayan Road (Road Zone- Power House Chowpathy to ACDC Club), in Ward No.VI, under Coochbehar Municipality, Dist: Coochbehar.

The said land is butted and bounded as follows:

- BY NORTH : Land of Kalachand Saha;
BY SOUTH : 18.25 Mtrs Wide Road;
BY EAST : Land of Bhabani Bidi Factory;
BY WEST : Land of Saotal Dighi.

THE SECOND SCHEDULE REFERRED HEREINABOVE.
SCHEDULE "B"

The details of fixtures, fittings, amenities, standard materials to be provided in the new building or buildings are as follows:

1. All structural concrete work like columns shaft foundation, tie beam, slab, lintel, chajja, kitchen slab will be of M 15 grade concrete 33 grade (or higher) cement and FE 415 grade reinforcement bars will be used confirming to relevant I.S.I. Code.
2. All outside and inside brick wall be of 125mm thick brick work with 1st class local brick in 1:6 cement mortar.
3. All outside and inside walls will be plastered with 12 mm thick. cement with 1:6 cement mortar.
4. All roof ceiling will be plastered with 6mm thick. Cement plastered with 1:4 cement mortar.
5. Marble & Tiles floors for all Rooms, Balcony Common Areas.

Lila Banik

Signature of Lila Banik

Mithunika

Mridunjyot Saha
15
Mousumi Saha

Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Sushmita Dutta
Partner

6. Marble will be provided at kitchen floor. Granite stone kitchen counter slab as cooking table, Glazed Tiles up to 3 feet height above cooking slab, cp Cocks and standard quality stainless steel sink of size 22"x16"x 8" in kitchen.
7. Standard Quality Hindustan or similar sanitary fitting and Glazed tiles up to door level/6 feet height in bathroom.
8. Door frame will be of 150 mm x 62.5 mm sal wood section with M.S. clamp fitted at least 3 Nos. in each side of frame.
9. All main entrance doors will be 32mm thick flush doors and all also other Doors will be flush Doors or ply doors.
10. All windows will be of anodized sliding aluminum with M.S. integrated grill and fitted with glass.
11. All door fittings will be of brass fittings of modern type.
12. All inside water supply lines in toilet and kitchen will be concealed type and G.I. pipes/PVC pipes and G.I. fittings. All external water supply lines, waste water lines and soil lines will be of approved grade P.V.C pipes. All toilet and kitchen plumbing fitting like bib cock, pillar cock, stop cock will be C.P.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

WITNESSES:

1. Sunil Kumar Das.
Sohati Ghosh Das.
Siyama Kany, Barani School Road,
P.O. Serdar Road, P.S. Lakhtinagar.
Dist: Sambalpur

Lila Banik
Signature of Lila Banik

Mithun Saha
Mridunjyot Saha

Mousumi Saha

(OWNERS/FIRST PARTY)



2. Bihram Ghosh
S/o Shri Pran Krishna Ghosh
3 no Balu char
Bibeknanda Road
Po + Dist - Dhubri Assam
pin - 783301



Balajee Real Estate
Suman Jarmal
Partner

Balajee Real Estate
Swarishta Dutta
(DEVELOPER/SECOND PARTY)

Drafted by me as per instructions of the parties and I read over and explained the contents of this agreement to them and printed in my chamber:

Debdip Dutta
Debdip Dutta 18/08/2022

[DEBDIP DUTTA]
Advocate, Siliguri
Enrol. No. WB/762/2003



FINGER PRINTS OF SMT. SUMAN DALMIA AGARWAL

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Balajee Real Estate

Suman Agarwal
SIGNATURE Partner



FINGER PRINTS OF SMT. SWARNISTHA DUTTA LAKRA

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Balajee Real Estate

Swarnistha Dutta Lakra
SIGNATURE Partner



FINGER PRINTS OF SMT. LILA RANI BANIK

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Lila Banik

SIGNATURE

FINGER PRINTS OF SMT MANSU RANI SAHA



SI 3 2019

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

SI 3 2019

SIGNATURE

FINGER PRINTS OF SRI MITHUN SAHA



M.S.

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Mithun Saha.

SIGNATURE

FINGER PRINTS OF SRI MRITYUNJOY SAHA.



M.S.

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Mrityunjoy Saha.

SIGNATURE

FINGER PRINTS OF SMT. MOUSUMI SAHA



	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Mousumi Saha
SIGNATURE

FINGER PRINTS OF SONIL KUMAR AGARWAL (IDENTIFIER)



	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Sonil Kumar Agarwal
SIGNATURE

FINGER PRINTS OF _____



	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

SIGNATURE



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE D.S.R. COOCHBEHAR, District Name :Coochbehar

Signature / LTI Sheet of Query No/Year 08012002498932/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.






Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs LILA BANIK Alias LILA RANI BANIK SAHA Keshab Road, Near Bhabani Cinema, City:- Coochbehar, P.O:- Coochbehar. P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101	Land Lord			
2	Mrs Suman Dalmia Agarwal Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001	Represent ative of Developer [BALAJEE REAL ESTATE]			 18/8/2022.

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr MRITYUNJOY SAHA N N Road, City:- Coochbehar, P.O:- Coochbehar, P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101	Land Lord			
7	Smt MOUSUMI SAHA N N Road, City:- Coochbehar, P.O:- Coochbehar, P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101	Land Lord			
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sunil Kumar Agarwal Son of Late Bhimraj Agarwal "Shyama Kunj", Pranami School Road Last,, City:- Siliguri Mc, P.O:- Haider Para, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734001	Mrs LILA BANIK, Mrs Suman Dalmia Agarwal, Mrs Swarnistha Dutta Lakra			


(Tulsi Lama)
District Sub-Registrar
Cooch Behar
OFFICE OF THE D.S.R.
COOCHBEHAR
Coochbehar, West Bengal

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mrs Swarnistha Dutta Lakra Bonani, B.B.D. Colony, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003	Represent ative of Developer [BALAJEE REAL ESTATE]			
4	Mrs MANJU RANI SAHA N.N. Road, City:- Coochbehar, P.O:- Coochbehar, P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101	Land Lord			
5	Mr MITHUN SAHA N N Road, City:- Coochbehar, P.O:- Coochbehar, P.S:- Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101	Land Lord			

Major Information of the Deed

Deed No :	I-0801-07894/2022	Date of Registration	23/08/2022
Query No / Year	0801-2002498932/2022	Office where deed is registered	
Query Date	17/08/2022 10:46:43 PM	D.S.R. COOCHBEHAR, District: Coochbehar	
Applicant Name, Address & Other Details	Debdip Dutta Siliguri Bar Association, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9474085938, 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], [4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]		
Set Forth value	Market Value		
Rs. 27,50,000/-	Rs. 4,50,00,005/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 10,053/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Coochbehar, P.S:- Coochbehar, Municipality: COOCHBEHAR, Road: Nipendra Narayan Road, Road Zone : (Power House Chowpathy -- ACDC Club) , Mouza: Shahar Coochbehar, JI No: 130, Pin Code : 736101

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-4912 (RS :-)	LR-24984	Bastu	Bastu	1 Dec	1,00,000/-	16,36,364/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	LR-4912 (RS :-)	LR-24981	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L3	LR-4912 (RS :-)	LR-24983	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L4	LR-4912 (RS :-)	LR-24982	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L5	LR-4912 (RS :-)	LR-24986	Bastu	Bastu	4.2 Dec	4,20,000/-	68,72,728/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L6	LR-4919 (RS :-)	LR-24984	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,

L7	LR-4919 (RS :-)	LR-24981	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L8	LR-4919 (RS :-)	LR-24983	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L9	LR-4919 (RS :-)	LR-24982	Bastu	Bastu	1.1 Dec	1,10,000/-	18,00,000/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L10	LR-4919 (RS :-)	LR-24986	Bastu	Bastu	2.6 Dec	2,60,000/-	42,54,546/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L11	LR-4920 (RS :-)	LR-24984	Bastu	Bastu	0.7 Dec	70,000/-	11,45,454/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L12	LR-4920 (RS :-)	LR-24981	Bastu	Bastu	0.6 Dec	60,000/-	9,81,818/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L13	LR-4920 (RS :-)	LR-24983	Bastu	Bastu	0.6 Dec	60,000/-	9,81,818/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L14	LR-4920 (RS :-)	LR-24982	Bastu	Bastu	0.6 Dec	60,000/-	9,81,818/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L15	LR-4920 (RS :-)	LR-24986	Bastu	Bastu	1.5 Dec	1,50,000/-	24,54,546/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L16	LR-4921 (RS :-)	LR-24984	Bastu	Bastu	0.4 Dec	40,000/-	6,54,546/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L17	LR-4921 (RS :-)	LR-24981	Bastu	Bastu	0.4 Dec	40,000/-	6,54,546/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L18	LR-4921 (RS :-)	LR-24983	Bastu	Bastu	0.4 Dec	40,000/-	6,54,546/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L19	LR-4921 (RS :-)	LR-24982	Bastu	Bastu	0.3 Dec	30,000/-	4,90,910/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L20	LR-4921 (RS :-)	LR-24986	Bastu	Bastu	1.5 Dec	1,50,000/-	24,54,546/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,

L21	LR-4922 (RS :-)	LR-24984	Bastu	Bastu	0.3 Dec	30,000/-	4,90,910/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L22	LR-4922 (RS :-)	LR-24981	Bastu	Bastu	0.2 Dec	20,000/-	3,27,272/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L23	LR-4922 (RS :-)	LR-24983	Bastu	Bastu	0.3 Dec	30,000/-	4,90,910/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L24	LR-4922 (RS :-)	LR-24982	Bastu	Bastu	0.2 Dec	20,000/-	3,27,272/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L25	LR-4922 (RS :-)	LR-24986	Bastu	Bastu	1 Dec	1,00,000/-	16,36,364/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L26	LR-4918 (RS :-)	LR-1786	Bastu	Bastu	3 Dec	3,00,000/-	49,09,091/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
		TOTAL :			27.5Dec	27,50,000 /-	450,00,005 /-	
		Grand Total :			27.5Dec	27,50,000 /-	450,00,005 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs LILA BANIK, (Alias: LILA RANI BANIK SAHA) Wife of Dulal Prasad Banik Keshab Road, Near Bhabani Cinema, City:- Coochbehar, P.O:- Coochbehar, P.S:- Coochbehar, District:-Coochbehar, West Bengal, India, PIN:- 736101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: Alxxxxxx2E, Aadhaar No: 80xxxxxxx2021, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence</p>
2	<p>Mrs MANJU RANI SAHA Wife of Late PANCHANAN SAHA N.N. Road, City:- Coochbehar, P.O:- Coochbehar, P.S:-Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: EPxxxxxx7K, Aadhaar No: 21xxxxxxx4798, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence</p>

3	<p>Mr MITHUN SAHA (Presentant) Son of Late Panchanan Saha N N Road, City:- Coochbehar, P.O:- Coochbehar, P.S:-Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: CMxxxxxx5D, Aadhaar No: 44xxxxxxxx6612, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence</p>
4	<p>Mr MRITYUNJOY SAHA Son of Late Panchanan Saha N N Road, City:- Coochbehar, P.O:- Coochbehar, P.S:-Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BSxxxxxx3K, Aadhaar No: 80xxxxxxxx7615, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence</p>
5	<p>Smt MOUSUMI SAHA Daughter of Late Panchanan Saha N N Road, City:- Coochbehar, P.O:- Coochbehar, P.S:-Coochbehar, District:- Coochbehar, West Bengal, India, PIN:- 736101 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: coxxxxxx8d, Aadhaar No: 26xxxxxxxx4403, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Pvt. Residence</p>

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	<p>BALAJEE REAL ESTATE Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx3Q,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>Mrs Suman Dalmia Agarwal Wife of Mr Sunil Kumar Agarwal Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx4F, Aadhaar No: 85xxxxxxxx2846 Status : Representative, Representative of : BALAJEE REAL ESTATE (as Partner)</p>
2	<p>Mrs Swarmistha Dutta Lakra Wife of Mr Basuki Ranjan Lakra Bonani, B.B.D. Colony, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx1D, Aadhaar No: 93xxxxxxxx8665 Status : Representative, Representative of : BALAJEE REAL ESTATE (as Partner)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Sunil Kumar Agarwal Son of Late Bhimraj Agarwal "Shyama Kunj", Pranami School Road Last., City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001			

Identifier Of Mrs LILA BANIK, Mrs Suman Dalmia Agarwal, Mrs Swarmistha Dutta Lakra, Mrs MANJU RANI SAHA, Mr MITHUN SAHA, Mr MRITYUNJOY SAHA, Smt MOUSUMI SAHA

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SAHA	BALAJEE REAL ESTATE-1 Dec
Transfer of property for L10		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILA BANIK	BALAJEE REAL ESTATE-2.6 Dec
Transfer of property for L11		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SAHA	BALAJEE REAL ESTATE-0.7 Dec
Transfer of property for L12		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU RANI SAHA	BALAJEE REAL ESTATE-0.6 Dec
Transfer of property for L13		
Sl.No	From	To. with area (Name-Area)
1	Mr MITHUN SAHA	BALAJEE REAL ESTATE-0.6 Dec
Transfer of property for L14		
Sl.No	From	To. with area (Name-Area)
1	Mr MRITYUNJOY SAHA	BALAJEE REAL ESTATE-0.6 Dec
Transfer of property for L15		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILA BANIK	BALAJEE REAL ESTATE-1.5 Dec
Transfer of property for L16		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SAHA	BALAJEE REAL ESTATE-0.4 Dec
Transfer of property for L17		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU RANI SAHA	BALAJEE REAL ESTATE-0.4 Dec
Transfer of property for L18		
Sl.No	From	To. with area (Name-Area)
1	Mr MITHUN SAHA	BALAJEE REAL ESTATE-0.4 Dec
Transfer of property for L19		
Sl.No	From	To. with area (Name-Area)
1	Mr MRITYUNJOY SAHA	BALAJEE REAL ESTATE-0.3 Dec

Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU RANI SAHA	BALAJEE REAL ESTATE-1.1 Dec
Transfer of property for L20		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILA BANIK	BALAJEE REAL ESTATE-1.5 Dec
Transfer of property for L21		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SAHA	BALAJEE REAL ESTATE-0.3 Dec
Transfer of property for L22		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU RANI SAHA	BALAJEE REAL ESTATE-0.2 Dec
Transfer of property for L23		
Sl.No	From	To. with area (Name-Area)
1	Mr MITHUN SAHA	BALAJEE REAL ESTATE-0.3 Dec
Transfer of property for L24		
Sl.No	From	To. with area (Name-Area)
1	Mr MRITYUNJOY SAHA	BALAJEE REAL ESTATE-0.2 Dec
Transfer of property for L25		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILA BANIK	BALAJEE REAL ESTATE-1 Dec
Transfer of property for L26		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILA BANIK	BALAJEE REAL ESTATE-0.6 Dec
2	Mrs MANJU RANI SAHA	BALAJEE REAL ESTATE-0.6 Dec
3	Mr MITHUN SAHA	BALAJEE REAL ESTATE-0.6 Dec
4	Mr MRITYUNJOY SAHA	BALAJEE REAL ESTATE-0.6 Dec
5	Smt MOUSUMI SAHA	BALAJEE REAL ESTATE-0.6 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr MITHUN SAHA	BALAJEE REAL ESTATE-1.1 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Mr MRITYUNJOY SAHA	BALAJEE REAL ESTATE-1.1 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Mrs LILA BANIK	BALAJEE REAL ESTATE-4.2 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	Smt MOUSUMI SAHA	BALAJEE REAL ESTATE-1.1 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	Mrs MANJU RANI SAHA	BALAJEE REAL ESTATE-1.1 Dec

Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	Mr MITHUN SAHA	BALAJEE REAL ESTATE-1.1 Dec
Transfer of property for L9		
Sl.No	From	To. with area (Name-Area)
1	Mr MRITYUNJOY SAHA	BALAJEE REAL ESTATE-1.1 Dec

Land Details as per Land Record

District: Coochbehar, P.S:- Coochbehar, Municipality: COOCHBEHAR, Road: Nipendra Narayan Road, Road Zone : (Power House Chowpathy -- ACDC Club) , Mouza: Shahar Coochbehar, JI No: 130, Pin Code : 736101

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 4912, LR Khatian No:- 24984	Owner:মৌসুমী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Smt MOUSUMI SAHA
L2	LR Plot No:- 4912, LR Khatian No:- 24981	Owner:মঞ্জুরানী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Mrs MANJU RANI SAHA
L3	LR Plot No:- 4912, LR Khatian No:- 24983	Owner:মিঠুন সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Mr MITHUN SAHA
L4	LR Plot No:- 4912, LR Khatian No:- 24982	Owner:মৃতুঞ্জয় সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Mr MRITYUNJOY SAHA
L5	LR Plot No:- 4912, LR Khatian No:- 24986	Owner:লীলারানী বনিক সাহা, Gurdian:দুলাল বনিক, Address:নিজ , Classification:বাস্ত, Area:0.04200000 Acre,	Mrs LILA BANIK
L6	LR Plot No:- 4919, LR Khatian No:- 24984	Owner:মৌসুমী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Smt MOUSUMI SAHA
L7	LR Plot No:- 4919, LR Khatian No:- 24981	Owner:মঞ্জুরানী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Mrs MANJU RANI SAHA
L8	LR Plot No:- 4919, LR Khatian No:- 24983	Owner:মিঠুন সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Mr MITHUN SAHA

L9	LR Plot No:- 4919, LR Khatian No:- 24982	Owner:মৃত্যুঞ্জয় সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.01100000 Acre,	Mr MRITYUNJOY SAHA
L10	LR Plot No:- 4919, LR Khatian No:- 24986	Owner:লীলারানী বনিক সাহা, Gurdian:দুলাল বনিক, Address:নিজ , Classification:বাস্ত, Area:0.02600000 Acre,	Mrs LILA BANIK
L11	LR Plot No:- 4920, LR Khatian No:- 24984	Owner:মৌসুমী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00700000 Acre,	Smt MOUSUMI SAHA
L12	LR Plot No:- 4920, LR Khatian No:- 24981	Owner:মঞ্জুরানী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00600000 Acre,	Mrs MANJU RANI SAHA
L13	LR Plot No:- 4920, LR Khatian No:- 24983	Owner:মিঠুন সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00600000 Acre,	Mr MITHUN SAHA
L14	LR Plot No:- 4920, LR Khatian No:- 24982	Owner:মৃত্যুঞ্জয় সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00600000 Acre,	Mr MRITYUNJOY SAHA
L15	LR Plot No:- 4920, LR Khatian No:- 24986	Owner:লীলারানী বনিক সাহা, Gurdian:দুলাল বনিক, Address:নিজ , Classification:বাস্ত, Area:0.01500000 Acre,	Mrs LILA BANIK
L16	LR Plot No:- 4921, LR Khatian No:- 24984	Owner:মৌসুমী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00400000 Acre,	Smt MOUSUMI SAHA
L17	LR Plot No:- 4921, LR Khatian No:- 24981	Owner:মঞ্জুরানী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00400000 Acre,	Mrs MANJU RANI SAHA
L18	LR Plot No:- 4921, LR Khatian No:- 24983	Owner:মিঠুন সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00400000 Acre,	Mr MITHUN SAHA
L19	LR Plot No:- 4921, LR Khatian No:- 24982	Owner:মৃত্যুঞ্জয় সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00300000 Acre,	Mr MRITYUNJOY SAHA
L20	LR Plot No:- 4921, LR Khatian No:- 24986	Owner:লীলারানী বনিক সাহা, Gurdian:দুলাল বনিক, Address:নিজ , Classification:বাস্ত, Area:0.01500000 Acre,	Mrs LILA BANIK

L21	LR Plot No:- 4922, LR Khatian No:- 24984	Owner:মৌসুমী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00300000 Acre,	Smt MOUSUMI SAHA
L22	LR Plot No:- 4922, LR Khatian No:- 24981	Owner:মঞ্জুরানী সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00200000 Acre,	Mrs MANJU RANI SAHA
L23	LR Plot No:- 4922, LR Khatian No:- 24983	Owner:মিঠুন সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00300000 Acre,	Mr MITHUN SAHA
L24	LR Plot No:- 4922, LR Khatian No:- 24982	Owner:মৃত্যুঞ্জয় সাহা, Gurdian:পঞ্চানন সাহা, Address:নিজ , Classification:বাস্ত, Area:0.00200000 Acre,	Mr MRITYUNJOY SAHA
L25	LR Plot No:- 4922, LR Khatian No:- 24986	Owner:লীলারানী বনিক সাহা, Gurdian:দুলাল বনিক, Address:নিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Mrs LILA BANIK
L26	LR Plot No:- 4918, LR Khatian No:- 1786		Seller is not the recorded Owner as per Applicant.

On 18-08-2022

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

Presented for registration at 18:13 hrs on 18-08-2022, at the Private residence by Mr MITHUN SAHA , 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 4,50,00,005/-

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

Execution is admitted on 18/08/2022 by 1. Mrs LILA BANIK, Alias LILA RANI BANIK SAHA, Wife of Dulal Prasad Banik, Keshab Road, Near Bhabani Cinema, P.O: Coochbehar, Thana: Coochbehar, , City/Town: COOCHBEHAR, Coochbehar, WEST BENGAL, India, PIN - 736101, by caste Hindu, by Profession House wife, 2. Mrs MANJU RANI SAHA, Wife of Late PANCHANAN SAHA, N.N. Road, P.O: Coochbehar, Thana: Coochbehar, , City/Town: COOCHBEHAR, Coochbehar, WEST BENGAL, India, PIN - 736101, by caste Hindu, by Profession House wife, 3. Mr MITHUN SAHA, Son of Late Panchanan Saha, N N Road, P.O: Coochbehar, Thana: Coochbehar, , City/Town: COOCHBEHAR, Coochbehar, WEST BENGAL, India, PIN - 736101, by caste Hindu, by Profession Business, 4. Mr MRITYUNJOY SAHA, Son of Late Panchanan Saha, N N Road, P.O: Coochbehar, Thana: Coochbehar, , City/Town: COOCHBEHAR, Coochbehar, WEST BENGAL, India, PIN - 736101, by caste Hindu, by Profession Business, 5. Smt MOUSUMI SAHA, Daughter of Late Panchanan Saha, N N Road, P.O: Coochbehar, Thana: Coochbehar, , City/Town: COOCHBEHAR, Coochbehar, WEST BENGAL, India, PIN - 736101, by caste Hindu, by Profession House wife

Indetified by Mr Sunil Kumar Agarwal, , Son of Late Bhimraj Agarwal, "Shyama Kunj", Pranami School Road Last,, P.O: Haider Para, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, 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 18-08-2022 by Mrs Suman Dalmia Agarwal, Partner, BALAJEE REAL ESTATE (Partnership Firm), Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr Sunil Kumar Agarwal, , Son of Late Bhimraj Agarwal, "Shyama Kunj", Pranami School Road Last,, P.O: Haider Para, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Execution is admitted on 18-08-2022 by Mrs Swarmistha Dutta Lakra, Partner, BALAJEE REAL ESTATE (Partnership Firm), Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr Sunil Kumar Agarwal, , Son of Late Bhimraj Agarwal, "Shyama Kunj", Pranami School Road Last,, P.O: Haider Para, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Tulsi Lama

Tulsi Lama
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
Coochbehar, West Bengal

On 22-08-2022

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,053/- (B = Rs 10,000/- ,E = Rs 21/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 32/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2022 10:23AM with Govt. Ref. No: 192022230100209688 on 18-08-2022, Amount Rs: 10,021/-, Bank: SBI EPay (SBlePay), Ref. No. 5806932896323 on 18-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 100/- by online = Rs 74,921/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 1512, Amount: Rs.100/-, Date of Purchase: 11/08/2022, Vendor name: S K Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/08/2022 10:23AM with Govt. Ref. No: 192022230100209688 on 18-08-2022, Amount Rs: 74,921/-, Bank: SBI EPay (SBlePay), Ref. No. 5806932896323 on 18-08-2022, Head of Account 0030-02-103-003-02

Tulsi Lama

Tulsi Lama
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
Coochbehar, West Bengal

On 23-08-2022

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

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

Tulsi Lama

Tulsi Lama
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
Coochbehar, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0801-2022, Page from 123549 to 123584
being No 080107894 for the year 2022.



Digitally signed by TULSI LAMA
Date: 2022.08.24 18:36:21 +05:30
Reason: Digital Signing of Deed.

Tulsi Lama

(Tulsi Lama) 2022/08/24 06:36:21 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. COOCHBEHAR
West Bengal.

(This document is digitally signed.)