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পশ্চিমবঙ্গ পশ্চিমবঙ্গ WEST BENGAL

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NOTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION.
 THE STAMP AND THE ENDORSEMENT SHEETS ATTACHED
 TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Adl. District Sub-Registrar,
 Shyambazar, Calcutta

DEVELOPMENT AGREEMENT

05 MAR 2018
 04 APR 2018

THIS DEVELOPMENT AGREEMENT made on this 05th
 Day of APRIL in the year TWO THOUSAND EIGHTEEN
 (2018).

-Contd.-

Sushila Prasad Datta
Soyon Datta

ABHISIKTA ESTATES
 A unit of Abhisikta Nirman (P) Ltd
Sushanta Saha
 Authorised Signatory

ABHISIKTA ESTATES
 A unit of Abhisikta Nirman (P) Ltd
Anshu Kumar
 Authorised Signatory

Shi

Sl. No. 71 Date 04/04/18

Sold to Abhisikta Estates
of Jessore Road, Kailasha

Rs Starps (Rupees) Five Thousand only

Ghosh

Dibyendu Ghosh
Starap Vender
A.D.S.R. Bagdogra
LNo. 544 / R.M



0 12500

WEST BENGAL

RECEIVED
REGISTRAR OF DEEDS
WEST BENGAL
KAILASHA

04 APR 2018

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REGISTRAR OF DEEDS
KAILASHA
WEST BENGAL

Adm. Officer Registrar
Kailasha, West Bengal

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ABHISIKTA ESTATES
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Amit Kumar
Authorized Signatory

ABHISIKTA ESTATES
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Shiba Prasad Dutta
Authorized Signatory

Sayan Dutta
Shiba Prasad Dutta

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made on this 05th day of APRIL in the year **TWO THOUSAND EIGHTEEN (2018)**.

B E T W E E N

1.MR. SHIBA PRASAD DUTTA (having Pan No. ADOPD1832A and Aadhar No.529920279483) son of Late Amarendra Nath Dutta, By Faith - Hindu, By Occupation -Business 2. MR. SAYAN DUTTA (having Pan No. BEAPD7991G and Aadhar No.896337407448) son of Mr. Shiba Prasad Dutta, By Faith - Hindu, By Occupation -Business, both are residing at Rupsingh Jote, Gossainpur P.O & P.S- Bagdogra, District- Darjeeling, Pin- 734014 West Bengal, both Indian By Nationality General by Caste hereinafter called as the "VENDORS/OWNERS" (which expression shall mean and include unless excluded by or repugnant to the context be deemed to mean and include his respective heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART.

AND

M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED a Private Limited Company registered with Registrar of Companies Kolkata, having CIN No. U45400WB2012PTC173603 and Pan No. AAKCA2377H, having its registered office at 23A/71, Jessore Road, Shree Durga Colony, Kolkata-700 028 through its authorized signatory authorized by BOD Meeting dated 31.01.2018 **SRI SUSHANTA SAHA** (having Pan No. BDEPS3679B & Aadhar No. 943527306134 son of Late Pravash Chandra Saha, by faith-Hindu, by occupation-Business, residing at 23A/71, Jessore Road, P.O & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas Indian By Nationality Schedule Caste By Caste and **SRI ARPIT KUMAR** (having Pan No. COSPK9064G & Aadhar No. 498287677006) son of Sri Amrendra Kumar, by faith-Hindu, by occupation-Engineer, residing at 23A/54, Jessore Road, P.O & P.S-Dum Dum, Kolkata-700 028, District North 24-Parganas, Indian By Nationality General By Caste hereinafter called as "**PROMOTER / DEVELOPER(S)**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives, assigns and nominee or nominees) of the **OTHER PART**.

WHEREAS Mr. Shiba Prasad Dutta and Mr. Sayan Dutta hereinabove owners/vendors is the absolute Co-owners of a plot of Bastu land **ALL THAT 17 Dec. equivalent to 10(Ten) Cottaha, 02 (Two) Chittack, 43(Forty Three) sq.ft** little more or less with pukka structure standing thereon more fully described hereunder in **Schedule- A**. Accordingly after mutation paying government taxes regularly.

AND WHERE AS One Abhay Nath Roy son of Late Banna Charan Roy was the absolute recorded owner of a large plots situated at Mouza- Rupsingha, J.L.No. 80, Khatian No. 24/1, Dag No. 513 Hal 480, and Dag No. 515 Hal

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 Arpit Kumar
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481 at Village Rupsingh Jote, P.O- Bagdogra, P.S- Naxalbri Now Bagdogra, Dist. Darjeeling.

AND WHEREAS further as absolute owner said Abhay Nath Roy son of Late Banna Charan Roy sold the total land measuring about 21.50 Dec. little more or less (Dag No. 513 Hal 480 an arca measuring 13 Dec. and Dag No. 515 Hal 481 an area measuring 8.50 Dec. little more or less) to Sri Gopi Ballav Bhowmik and Sri Pran Gopal Bhowmik son of Late Bhagwan Chandra Bhowmik on dated 10.09.1962 duly recorded at ADSR Siliguri in Book No. 1, Volume No.47, Pages 56 to 58, Being No. 4490 of 1962.

AND WHERE AS said Sri Gopi Ballav Bhowmik and Sri Pran Gopal Bhowmik son of Late Bhagwan Chandra Bhowmik as absolute joint owner seized, possessed and enjoying the said property sold/transferred of **ALL THAT** area measuring about 3 **(Three)** Cottaha, 0 **(Zero)** Chittack, 0**(Zero)** sq.ft **equivalent to 5 Dec.** little more or less at Mouza- Rupsingha, J.L.No. 80, Khatian No. 24/1, Dag No. 513 Hal 480, and Dag No. 515 Hal 481 at Village Rupsingh Jote, P.O- Bagdogra, P.S Naxalbri Now Bagdogra, Dist. Darjeeling. favouring **Sri Shiba Prasad Dutta herein owner no. 1** by virtue of deed of conveyance on dated 28.08.1989 duly recorded at ADSR Siliguri at Book No. 1, Volume No. 91, Pages 161 to 165 ,Being No. 5735 of Year 1989.

AND WHEREAS further as absolute owner said Abhay Nath Roy son of Late Banna Charan Roy sold the total land measuring about 21.50 Dec. little more or less (Dag No. 513 Hal 480 an area measuring 13 Dec. and Dag No. 515 Hal 481 an area measuring 8.50 Dec. little more or less) to **Sri Krishna Gopal Nath son of Late Gour Chandra Nath** on dated 10.09.1962 duly recorded at ADSR Siliguri in Book No. 1, Volume No.47, Pages 50 to 52, Being No. 4488 of 1962.

AND WHERE AS said Sri Krishna Gopal Nath son of Late Gour Chandra Nath as absolute owner seized, possessed and enjoying the said property

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Sayan Dutta

sold/transferred of **ALL THAT** area measuring about 2 **(Two)** Cottaha, 8 **(Eight)** Chittack, 0**(Zero)** sq.ft **equivalent to 4 Dec.** little more or less at Mouza- Rupsingha, J.L.No. 80, Khatian No. 24/1, Dag No. 513 Hal 480, and Dag No. 515 Hal 481 at Village Rupsingh Jote, P.O- bagdogra, P.S- Naxalbri Now Bagdogra, Dist. Darjeeling favoring Sri Shankar Prasad Dutta son of Sri Amrendra Nath Dutta by virtue of deed of conveyance on dated 28.08.1989 duly recorded at ADSR Siliguri at Book No. 1, Volume No. 91, Pages 151 to 154, Being No. 5733 of Year 1989.

AND WHERE AS said **Sri Shankar Prasad Dutta son of Sri Amrendra Nath Dutta** as absolute owner seized, possessed and enjoying the said property sold/transferred of **ALL THAT** area measuring about 2 **(Two)** Cottaha, 8 **(Eight)** Chittack, 0**(Zero)** sq.ft **equivalent to 4 Dec.** little more or less at Mouza- Rupsingha, J.L.No. 80 (Old),95(New) Khatian No. 24/1(Old),217(New) Dag No. 513 Hal 480, and Dag No. 515 Hal 481 at Village Rupsingh Jote, P.O- Bagdogra, P.S- Naxalbri Now Bagdogra, Dist. Darjeeling. favouring **Sri Shiba Prasad Dutta herein owners no. 1** by virtue of deed of conveyance on dated 16.07.1996 duly recorded at ADSR Siliguri at Book No. 1, Volume No. 60, Pages 63 to 68,Being No. 3630 of Year 1996.

AND WHEREAS further said Abhay Nath Roy son of Late Banna Charan Roy as absolute owner of balance unsold estate at Mouza- Rupsingha, J.L.No. 80, Khatian No. 24/1, Dag No. 513 Hal 480, and Dag No. 515 Hal 481 at Village Rupsingh Jote, P.O- Bagdogra, P.S- Naxalbri Now Bagdogra, Dist. Darjeeling died intestate living behind his son namely **Sri Bishadu Roy** as his legal heirs and successors who becomes the absolute owner of all balance unsold estate of said Abhay Nath Roy and recorded their names in the record of Government and seized, possessed and enjoying the said property paying taxes regularly.

AND WHEREAS upon the death of Abhay Nath Roy son of Late Banna Charan Roy said **Sri Bishadu Roy** son of Late Abhay Nath Roy become entitled to the right, title and interest of the aforesaid property by Hindu Law of Succession to which the said Abhay Nath Roy was governed at the time of his death.

Sri Shiba Prasad Dutta

Sugam Dutta

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AND WHEREAS Sri Bishadu Roy as absolute owner of entire estate got as legal heirs of said Abhay Nath Roy and seized, possessed and enjoying the said property sold/transferred of **ALL THAT** area measuring about **5 (Five)** Cottaha, **0 (Zero)** Chittack, **0(Zero)** sq.ft **equivalent to 8 Dec.** little more or less at Mouza- Rupsingha, J.L.No. (80 Old) 91(new), Khatian No. 48 (old) 76(new), Dag No. 481 (old) 626(new) at Village Rupsingh Jote, P.O- Bagdogra, P.S- Naxalbri Now Bagdogra, Dist. Darjeeling favoring **Sri Shiba Prasad Dutta herein owners no. 1** by virtue of deed of conveyance on dated 24.05.1995 duly recorded at ADSR Siliguri at Book No. 1, Volume No.05, Pages 05 to 10, Being No. 204 of Year 01/08/1994.

AND WHEREAS Further said Sri Bishadu Roy as absolute owner sold/transferred an another plot of land **ALL THAT** area measuring about **1 (One)** Cottaha, **8 (Eight)** Chittack, **0(Zero)** sq.ft **equivalent to 2 Dec.** little more or less at Mouza- Rupsingha, J.L.No. (91old) 95(new), Khatian No. 48(Old) 76 (new), Dag No. 481(old) 626(new) at Village Rupsingh Jote, P.O- Bagdogra, P.S- Naxalbri Now Bagdogra, Dist. Darjeeling favoring **Sri Shiba Prasad Dutta herein owners no. 1** by virtue of deed of conveyance on dated 23.04.1997 duly recorded at ADSR Siliguri at Book No. 1, Volume No. 45, Pages 193 to 198, Being No. 2653 of Year 1999.

AND WHEREAS **Sri Shiba Prasad Dutta herein owners no. 1** after purchase of all four nos. of plots mutated the same and allotted a separate L.R.Khatian No. 1513 and recorded **ALL THAT** area measuring about **5 (Five)** Cottaha, **7 (Seven)** Chittack, **9(Nine)** sq.ft **equivalent to 9 Dec.** little more or less in L.R.Dag No 626 and **ALL THAT** area measuring about **(Five)** Cottaha, **7 (Seven)** Chittack, **9(Nine)** sq.ft **equivalent to 9 Dec.** little more or less in L.R.Dag No 627 and accordingly they filed application before BLRO Naxalbari for conversion of the nature of the plot from Rupan to Bastu and vide Case No 261 and 295 and memo no. 58 dated 19.01.2016 and Memo No. 130 dated 05.02.2016 the nature of plot(s) are converted as Bastu and fixed the new taxes.

Sri Shiba Prasad Dutta

Sri Shiba Prasad Dutta

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Ashmit Kumar
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AND WHERE AS the Government of India vide Declaration No. 1630(E) dated 17.06.2015 published in Gazette Of India vide No. 1272 dated 17.06.2015 acquired a portion of land measuring 20 Dec. equivalent to 0.20 acres situated at R.S Dag No. 481, Mouza- Rupsingh, J.L. No. 95 and about 07 share equivalent to 0.01182 acres or 1.182 Dec or 11 (Eleven) Chittack, 21 (Twenty One) sq.ft of L.R. Dag No.626 L.R.Khatian No. 1513 also acquired and granted compensation to Sri Shiba Prasad Dutta herein owner as recorded in Notice L.A. Case No. 04/2014-15 dated 06/01/2016 and dated 03/08/2016.

AND WHEREAS Sri Shiba Prasad Dutta S/o-Late Amarendra Nath Dutta herein owners no. 1 made a Registered Deed Of Gift in favour of his Son Sri Sayan Dutta, S/O-Sri Shiba Prasad Dutta of the below Schedule Bastu Land land measuring 0.09 Acre being part of Plot No. R.S-480/L.R-627 Khatian No.R.S.24/1,L.R-1513,of Rupsing Mouza, in the district of Darjeeling by virtue of a Registered Deed of Gift vide document No.1134/2018, S.L No 1370/2018 Volume No-0403 for the year 2018 Page no-23318 to 23343 dated 23rd day of February 2018 having permanent heritable and transferable right, title and interest, registered at the office of the A.D.S.R Siliguri II at Bagdogra and thereafter **Sayan Dutta** S/o Sri. **Shiba Prasad Dutta** mutated the property in his name and acquired a separate Khatian being Khatian No L.R-1719.

AND WHEREAS Sri Shiba Prasad Dutta herein owners no. 1 is now absolute and recorded owner in possession of **ALL THAT** piece and parcel of land measuring about **08 Dec.** little more or less in L.R.Dag No 626 at R.S. 24/1 L.R.Khatian No. 1513 and **Sri Sayan Dutta herein owners no. 2** is now absolute and recorded owner in possession of **ALL THAT** piece and parcel of land measuring about **09 Dec.** little more or less in L.R.Dag No 627 at R.S. 24/1 L.R.Khatian No. 1719 and accordingly paying all the taxes regularly.

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Arjit Kumar
Authorised Signatory

Sri Shiba Prasad Dutta

Sayan Dutta

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AND WHEREAS the above named owners/vendors for better construction opportunities and monetary gain decided to develop the scheduled land after amalgamation by constructing multistoried residential cum commercial building and exchanged the opinions and/or terms and condition and finally agreed to develop the **Schedule "A"** land under development agreement scheme with **M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED** the promoter/developer herein. The total owner's allocation/consideration described hereunder in **Schedule- B** as agreed by the promoter/developer with consent of owners against the right of construction over **Schedule "A"** land and undivided proportionate share of land involved with developers allocation more fully described hereunder in **Schedule- C**

Satinder Prasad Datta
Suyam Datta

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

DEFINITIONS

- 1.1 BUILDING** shall mean multistoried residential cum commercial building either single/multi blocks to be constructed according to the sanctioned plan, sanctioned by the sanctioning authority and so as to be constructed on the plots as described here under in **Schedule-A**.
- 1.2 COMMON FACILITIES & AMENITIES** shall mean main entrance, corridors, all ways, drive ways, common lavatories, pump room, deep tube well, underground water reservoir, overhead water tank, lift and lift room, water pump and motor and other facilities which may be required for enjoyment, maintenance or management of the said multi storied building.
- 1.3 SALEABLE SPACE** shall mean the space allocated to the developer after making the provisions for common facilities and common use.
- 1.4 OWNERS CONSIDERATION** shall mean the consideration paid against the said property on which new residential cum commercial building to be constructed on the said property by the developer and

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Arjit Kumar
Authorised Signatory

the newly constructed area along with proportionate land area as well as cash if any receivable by the owners as consideration against the said property as described hereunder in **Schedule-A**. The details about the owners consideration is more fully described hereunder in **Schedule-B**.

- 1.5 **DEVELOPER'S ALLOCATION** shall mean all the portion of the entire building/entire blocks (excluding owner's allocation) along with proportionate share of land more fully described hereunder in **Schedule- C**.
- 1.6 **TRANSFEROR**: shall mean said above named Owners self/selves or through their registered power of attorney holder AND **M/S ABHISIKTA ESTATES A UNIT OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED** a Private Limited Company through its authorized signatory here in above "**PROMOTER / DEVELOPER**".
- 1.7 **TRANSFeree** shall mean a person or persons, firm, limited company, association or association of persons to whom any space in the said building shall be transferred by virtue of these presents.
- 1.8 **BUILDING PLAN** shall mean such plan or plans for the construction of the building will be sanctioned and approved by the appropriate authority for construction of the multi storied residential cum commercial building including its modification and amendments.
- 1.9 **LAWYER** shall mean such person / persons who may be appointed by the developer / promoter/owners at their absolute discretion who shall be in between owners and promoter/developer and acts and arbitrate or and in between owners and developer and /or developer and third parties.
- 1.10 **TITLE DEED** shall mean the Deed of Sale/Deed of Gift possessed by above named owners either own names or as legal heirs and successors.
- 1.11 **PREMISES**: shall mean existing structures with **ALL THAT** landed area measuring about **17 Decimal equivalent to 10(Ten) Cottaha, 02**

Sabir Ahmad Anwar

Bayan Datta

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(Two) Chittack, 43(Forty Three) sq.ft. little more or less being the estate of the above named owners as described here under in **Schedule-A**.

- 1.12 **DEVELOPER'S AGENT:** shall mean a person or firm or proposed buyer who is authorized by the developer.
- 1.13 **COVERED AREA** shall mean the total area under the roof.
- 1.14 **CONSTRUCTED AREA** shall mean the constructed area within the roof with the area of exterior walls and permanent interior walls and partitions.
- 1.15 **BUILT UP AREA** shall mean the area of the apartment/flat that includes the area covered by the walls so it is net area of a flat, including space covered by the wall.
- 1.16 **SUPER BUILTUP AREA:** The super built up area is - built up area plus proportionate share of stair/lift plus 25% on total of built up area & proportionate share of stair/lift.

THE TERMS AND CONDITIONS:

- 2 This Agreement shall be deemed to have commenced on and with effect from the date as mentioned above.
- 3 **POSSESSION:** The owners are now absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises and shall delivery physical as well as identical possession to the developer to develop the said premises on the date of this agreement. The said premises are free from all encumbrances and the owners have marketable title in respect of the said premises.
- 4 The developer / promoter shall have authority to deal with the property In terms of the agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against **Schedule-A** property on their allocation or acquired right under these Agreement without creating any liability or binding either financial or legal up on the owner/owners. The owner

Shilpa Prasad Datta

Pragyan Datta

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Shekhari Singh
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Anshik Kumar
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hereby grant subject to what have been hereunder provided, exclusive rights to the promoter / developer to continue construction of new building upon the said premises in accordance with the plan sanctioned by the appropriate authority in the name of owners or owner with or without any amendment and / or modification there to made or caused to be made by the parties thereto. All application plans, and other papers and documents that may be required by the promoter / developer for the purpose of obtaining necessary sanction from the sanctioning authority shall be prepared and submitted by the promoter / developer on behalf of the owner(s) and the owner(s) shall sign all such plans, application, other papers and documents as and when necessary and all costs and expenses will be borne by the developer/ promoter. The developer/promoter shall carry the construction work at their own costs in a most skilful manner and shall remain fully liable for all of its acts, deeds and things what so ever and also areas in judgment on that account. The Promoter / Developer are empowered to collect consideration money from the sale of promoter's allocation of proposed multistoried building and issue money receipt in their own name. And more over take advance and full and final consideration from the intending purchasers for developer's allocation excluding the owner's allocation and made the agreement with the intending purchaser(s) and will be signed in their own name and/or on behalf of the owner(s) as a **GENERAL POWER OF ATTORNEY HOLDER** as granted by the owners on the basis of this agreement to execute work smoothly. The selling rate of the developer / promoter's allocation will be fixed by the promoter / developer without any permission or consultation with the owner(s). The profit and loss, earned from the project will be entirely received or borne by the promoter / developer and no amount will be adjusted from the owner's allocation on account of loss vice versa on account of profit from developer/promoter's. On completion of the proposed

S. L. B. Prasad. Datta.

Sayam Datta

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building when the flats are ready for giving possession to the intending purchasers the deed of conveyance and/or possession letter(s) will be signed by the developer / promoter as the representatives and power of attorney holder of the owners and owners also will sign as confirming party, if needed.

- 5 The promoter has agreed to build the said proposed building according to sanction plan and in consideration of the owners having agreed to grant exclusive right for developing the said premises in terms of these presents and the developer has agreed to bear all construction cost of total area of the aforesaid plan/building/fixtures. No liability on account of construction cost will be charged from the owner's allocation.

- 6 The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to transfer any right claim interest therein irrespective of the owners and the owners shall not in any way interfere with disturb the quiet and peaceful possession of the developer's. In so far as necessary all dealing by the developer's in respect of the building including agreement for sale or any kind of transfer receiving advance money concerning developer's allocation shall be in the name of the owners as power of attorney holder. It is being clearly under stood that such dealing shall not in any manner fasten or create any financial or legal liability/s upon the owners and the developer/ promoter will be responsible for that liability/s fully.

- 7 **OWNER'S CONSIDERATION:** shall mean the consideration as explained here under in **Schedule-B**. The developer/promoter will complete the building within 24 (Twenty Four) months from the date of plan sanction subject to further extension of 06 (Six) months if needed. On completion of the proposed building the owners agree to sign and register at the cost of the promoter or the intending buyer all such agreement, documents, installments and writings as may be necessary and expedient for the purpose of transfer or sale of the

Shri. K. P. S. Datta

Pragati Datta

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Ashutosh Kumar
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developer allocation provided that the promoter will be paid all the owner's consideration to the owners and deliver the possession of the owner's allocation to the owners in the proposed building prior to such transfer or sale. However it is specially mentioned here that the owners may decline to sign or refuse register their signature on any of the above mentioned documents/papers/receipts if it goes against interest of the owners or prove detrimental to the interest of the owners or anything affect the owners adversely both financially or legally or anything goes against the spirit of this agreement causing loss to the owners or resulting in loss to the owners, but for the same the owners will intimate first with bonafide reason/causes.

Abhisikta Estates Pvt. Ltd.

Sayam Dutta

8. The developer/promoter shall at their own costs construct and complete the new building at the said premises in accordance with the sanction plan with good and standard material as may be specified by the architect from time to time. The promoter shall install erect in the building at promoter's own cost expenses pump water storage tank overhead reservoir, lift and lift room, electrification permanent electric connection from the WBSES Ltd and the owners shall bear no responsibility or any liability in the legal or financial in this context.

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9. The owners shall pay and clear up all the arrears on account of Municipal/Panchayat Taxes, Electricity bills and outgoing of the said premises up to the date of this agreement or date of handing over the scheduled land for construction whichever is later.

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Arpit Kumar
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OWNER'S OBLIGATION:

10. The owners hereby agree and covenant with the developer not to cause any interference or hindrance in the construction of the building at the said premises by the developer and or may be prevented from selling assigning and / or disposing of any of the developer's allocated portion in the building at the said premises.

11. The owners hereby agree and covenants with the developer not to let out, grant , lease, mortgage and / or charge the said premises or any portion thereof without the consent in writhing of the developer during the period of construction.
12. The owners hereby agree to join as guarantor if promoter/developer willing to take project finance from any financial institutions/banks to develop the proposed multi storied building in accordance with clause 31 of this agreement.
13. The owners here by agrees to compensate with cash if the developer/promoter fails to construct multi storied building due to owners fault.
14. The owners here by agrees to hand over the vacant land to the developer on the date of execution of this agreement or with in 15 days of plan sanction or with in 15 days of notice which ever earlier provided alternative suitable accommodation is arranged by the developer/promoter before the vacation of the premises.
15. The owners here by agree to handover to the developer or his nominated person the developers allocation as described hereunder in **Schedule-C** after receiving the owners allocation as mentioned hereunder in **Schedule-B** or transfer the developers allocation property on the name of developer or any other parties nominated by the developer on or after receiving the owners allocation as mentioned here under in **Schedule-B**.
16. The owners hereby agree to pay the levy if any imposed by the State / Central Government named as Cees and/or Service Tax and/or GST on the time of handing over the flat(s). The developer/promoter has duty to provide the copy of challan after payment in Govt. Account.

Saliba, Ramesh, Datta

Sarjan Datta

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Shekhar Saha

Authorised Signatory

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Arpit Kumar

Authorised Signatory

DEVELOPER'S OBLIGATIONS:-

17. The developer hereby agree and covenant with the owners to provide all the allocation as described in **Schedule- B** complete the

construction of the building within 24 (Twenty Four) months from the date of sanction plan or with further extension period of 6 (Six) months. If a developer fails to handover the owners' allocation within the above mentioned time and for any loss arises due to delay to the owners then the developer will compensate suitably the same as agreed mutually.

18. The developer hereby agrees and covenant with the owners not to violate or contravenes any of the provisions of rules applicable to construction of the said building.
19. The developer shall be liable to obtain building completion certificate from plan sanctioning authority if it is applicable.
20. That if any accident happened during construction of the proposed multi storied building in that case the owners shall not be held liable or responsible in any way.
21. The developer hereby agree not to depart with the possession of the developer's allocation or any portion thereof unless and until releasing the final installment of dues to the owners of the owner's consideration or handing over of the owners allocation of completed flat(s) and cash if any. **PROVIDED HOWEVER**, it will not prevent the developer from entering into any agreement for sale or transfer or to deal with the developer's allocation and it is made clear that the owners shall remain bound to execute all agreement for sale or transfer concerning developer's allocations and further that the owners shall remain bound to execute general power of attorney empowering the developer / developer's agent to execute all such agreement for sale or transfer for and on behalf of the owners, concerning developer's allocation of the building at the said premises. Or in other words the developer/promoter will first hand over the flats to the owners and release other dues and then proceed to execute final deed of conveyance of other parties/buyers.

Abhishek Prasad Datta

Boyan Datta

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Aniket Kumar
Authorised Signatory

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22. The promoter shall pay and bear all property taxes and other dues and outgoing in respect of the said premises on or from the date of handing over the vacant and piece full land up to the date of handing over of owners' allocation to the owners.
23. **OWNER'S INDEMNITY :-** The owners hereby undertakes that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provide the developer perform and fulfil the terms and conditions herein contained and/ or part to be observed and performed.
24. **DEVELOPER'S INDEMNITY:-**The developer hereby undertakes to keep the owners indemnified against third party claiming and actions, suits, costs, proceedings and claims arising out of any sort of act of the developer in relation to the construction of the said building.

OTHERS:

25. The owners and the developer have entered into this agreement purely as principal to principal agreement and nothing contained herein shall be deemed to constitute as a partnership between the owners and the developer in any manner nor shall the parties hereto be Association of Person. The Income tax and GST. Liability of the of the Developer allocation will be of Developer only. The owners will not have any Liability regarding Such Tax payments.
26. Immediately upon the developer obtaining possession of the premises so far the developer shall be entitled to start construction if Law of the land so permits otherwise shall start construction on obtaining sanction of the building plan from the competent authority.
27. It is understood that from time to time to facilitate the construction work of the building by the developer various deeds matter and things not hereby specified may be required to be done by the developer and for which the developer may need the authority of the owners **excepting mortgage related matters of owners allocation/consideration** and various applications and other

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Ajay Kumar
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Abhisikta Nirman (P) Ltd
Sushanta Saha
Authorised Signatory

documents which are not detrimental or affect adversely to the interest of the owners may be required to be signed or made by the owners related to which specific provisions may not have been mentioned herein. The owners hereby undertake to do all such acts, deeds, matter and things as and when required and the owners shall execute any such additional power of attorney and/ or authorisation as may be required by the developer to sign and execute all such additional applications and other documents as the case may be provided that all acts, deeds, matters and things do not in any way infringe on the rights and interest of the owners and/ or against the spirit of these presents as well as interest of the owners.

28. Every notice to be given by the developer to the owner and/or owners to the developer shall be in accordance with lawfully accepted service modes and if delivered by hand and duly acknowledge then it is also treated as served.
29. The developer shall mutually frame scheme for the management and the administration of the said building and / or common parts thereof. After the completion of the said building the occupier hereby agree to abide by all the rules and regulations to be framed by any Society / Association / Holding organization and / or any other organization with proper participation of the occupiers who will be in charge or such management of the affairs of the building and / or common parts thereof and hereby given their consent to abide by such rules and regulations.
30. The name of the building shall be decided by the promoter/developer.
31. The developer be entitled to borrow money form any bank or banks or any financial institution after mortgaging the property except the owners allocation as mentioned here under in **Schedule - A** without creating any financial or legal liability to the owners or affecting his/her interest or freeholdness of his/her property. It is clearly mentioned that in no event/case the owners nor any of their freehold

Shri. Prasad Arula.

Sayem Dutta

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Authorised Signatory
Anshik Kumar

estate shall be involved or responsible and / or be made liable for payment of any such dues arising out of mortgage to the bank/banks/financial institutions etc and/or the owners or their allocation of the property cannot be implicated in any financial/legal complexity and the developer shall be bound to keep the owners indemnified against all actions suits proceedings and the costs/charges and expenses in respect thereof. In other words the owner's allocation/consideration as described hereunder in Schedule-B will remain as freehold premises.

32. As and from the date of completion of the building the developer and / or its transferees and the owners and/ or their transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes and out goings payable in respect of their respective spaces.
33. The owners shall handover the original Title Deeds and all other documents relating to the said premises simultaneously with the execution of these present to the Developer/Promoter and the same Title Deed and other documents shall be returned to him/them after completion of the said multi storied building. The due information will be conveyed to the owners association as and when it formed. For this the proper printed receipts shall be issued by the Developer/Promoter to the owners.
34. The developer/promoter will paid shifting charges to the owners for alternate accommodation (Three bed room set) during period of construction at the rate as agreed mutually.
35. The legal advisor of this project shall be appointed by Developer.
36. Both the Parties have every right to go any court of law against each other or equity and justice but before going to court and/or consumer forum the matter to be referred for arbitration before arbitrator.

Sushila Prasad Golla.

Sugan Dutta

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Sushanta Gola
Authorised Signatory

ABHISIKTA ESTATES
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Arpita Kumar
Authorised Signatory

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37. In the event of death of the owners the entire owners' allocation /consideration will be paid to the survivor or their legal heirs or their nominee.
38. The building shall be subject at to the same common area and facilities, common expenses and common restrictions and use as are applicable for common benefits of all occupiers of the building which is more fully described hereunder in **Schedule- E, F & G.**
39. The jurisdiction of court shall be the place where this agreement has been executed alone shall have the jurisdiction to entertain and determine all actions duties and proceedings arising out of these presents between the parties hereto.

S. Subbaraj Prasad Sankar
Sujay Dutt

SCHEDULE -"A" ABOVE REFERRED TO
DESCRIPTION OF THE LAND AND PREMISES

ALL THAT piece and parcel of bastu land measuring about **08 Dec.** little more or less at Mouza- Rupsingha, J.L.No. 95,R.S Khatian No 24/1 L.R.Khatian No. 1513, R.S Dag No. 481, L.R.Dag No. 626 of Owners No.1 and **ALL THAT** piece and parcel of bastu land measuring about **09 Dec.** little more or less at Mouza- Rupsingha, J.L.No. 95,R.S Khatian No 24/1 L.R.Khatian No. 1719, R.S Dag No. 480, L.R.Dag No. 627 of Owners No.2 **and after amalgamation of all two plots it is ALL THAT** piece and parcel of bastu land measuring about **17 Dec. equivalent to 10(Ten) Cottaha, 02 (Two) Chittack, 43(Forty Three)** sq.ft little more or less at R.S Dag No. 480,481 L.R.Dag No 626,627, Mouza- Rupsingha, J.L.No. 95,R.S Khatian No 24/1 L.R.Khatian No. 1513, 1719 with pukka structure measuring about

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1000 sq.ft (One Thousand) sq.ft little more or less, Under lower Bagdogra Gram Panchayat, A.D.R.O.Siliguri II at Bagdogra, Known as Village- Rupsingh Jote (South), P.O & P.S- Bagdogra, District- Darjeeling-734014 West Bengal which is bounded by:

ON THE NORTH : Military Camp,
 ON THE SOUTH : N.H. 31 Asian Highway Road,
 ON THE EAST : Vacant Land of Sushanta Kr. Deb
 ON THE WEST : One Storied building of Bimilesh Dev

Sushanta Kr. Deb
Sugam Dutta

SCHEDULE "B" ABOVE REFERRED TO
(OWNER'S ALLOCATION/CONSIDERATION)

OWNER'S ALLOCATION/CONSIDERATION: shall mean the consideration paid against the said property or building to be constructed over **Schedule-A** land receivable by the owners as consideration for given the right of construction and sale proportionate share of **Schedule-A** land involved with developers allocation described hereunder in **Schedule-C**. **THAT** in lieu of the land the Developer agrees to pay non refundable consideration money of Rs. 35,01,000/- (Rs. Thirty Five Lach One Thousand) only. **FURTHER** the developer shall also handover total 1150(One Thousand One Hundred Fifty) Sq.ft. super built up three BHK (N-E) flat at 1st floor and one car parking space at car parking zone.

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Arjeet Kumar
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Note: if any of abovementioned payment schedule or Clause mentioned herein above is failed then the compensation Clause mentioned in this Development will be applicable.

DESCRIPTION OF FLAT ALLOTTED TO OWNER NO.2

One Nos. of flat on 1st floor North East (residential zone) measuring about 1150(One Thousand One Hundred Fifty) Sq.ft. little more or less super built up with 03 bed rooms, 01 study room, 02 toilets 01 common and 01 attached, 01 living cum dining, 01 balcony as per building sanction plan sanctioned by sanctioning authority along with all common right and facilities of the building as per specification mentioned herein below and one nos. of car parking/garage at car parking zone in the said residential cum commercial newly constructed building.

Schiba Prasad Datta
Sogyan Datta

Be it mentioned that the aforesaid flat and car parking space are valued Rs. 35,00,000/- (Rs. Thirty Five Lac) only as mentioned herein above and in this regard it is also agreed that the same shall be valued again after completion of the building and the price of flat shall be taken as per price decided for the another purchaser minus Rs. 100/- (Rs. One Hundred) and any short fall/excess area in the owners flat and value shall be settled in cash as per final working between the parties.

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The flat allotted to the vendors/owners shall be finished according to the specifications mentioned in Schedule-D it is also mentioned that after construction of proposed residential cum commercial multi storied building if owners receiving flat or flats as a portion of owners consideration then the status of owners will be changed both as flat owners as well as land owner and they shall have also eligible for the proportionate rights on all common areas and facilities, liable to pay the common expenses and follow a common restriction as mentioned in the **Schedule-E, F, G**.

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SCHEDULE "C" ABOVE REFERRED TO :
(DEVELOPER'S ALLOCATION)

DEVELOPER'S ALLOCATION : shall mean all the remaining portion of the entire building/all blocks (excluding owner's allocation mentioned in Schedule-B hereinabove) including the proportionate share of land , common facilities common parts and common amenities of the building and the said property absolutely shall be the property of the Developer after providing the owners allocation as aforesaid and together with the absolute right of the part of the developer to enter in to Agreement for sale with intending purchaser / purchasers by and mode of Transfer of property Act. And/ or lease , let out , or in any manner may with the same as the absolute owners thereof . Developer / Promoter have right of sign on Deed of Conveyance at the time of registration of prospective purchaser.

Sushanta Prasad Dutta
Sayam Dutta

SCHEDULE "D" ABOVE REFERRED TO
(SPECIFICATION OF WORK)

1. **CONSTRUCTION** : As per sanctioned building plan.
2. **FOUNDATION** : R.C. foundation and framed structure
3. **BRICK WORK** : Brick work 8", 5" and 3" with specified plaster.
4. **FLOORING** : Flooring of good quality white marble/tiles with 3" on all sides. (Marble Cost not more than Rs. 35)
5. **DOORS** : Wooden frames and flash door with Standard aluminum fittings. One night latch and eye piece in main door. Main entrance door shall be wooden door. Toilet door shall be PVC.
6. **WINDOWS** : All windows will be made with plan grill and aluminum sliding with lock.
7. **GRILL** : M.S.Grill at window.
8. **TOILETS** : One common toilet & one attached in each flat as per terms agreed above with Marble flooring &

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- glassed tiles on walls up to 6'. Concealed pipeline with C.P. fittings, all tap and basin point good quality metal fittings namely ESSCO* or equivalent, pan or commode in white, one wash basin outside, another wash basin in toilet*, gizer line, three tap point, one near pan, one for cold and one for hot water and one shower point.
9. KITCHEN : Marble flooring with black stone Cooking platform with a black stone sink and glassed tiles up to 3'.00" above cooking plat form, two taps etc. with metal fittings namely ESSCO* or equivalent complete with exhaust fan hole.
10. ELECTRICAL : All wiring will be concealed with good quality material ,20 to 25 Nos. points in two bed room flats with power plug where required.
11. WALL PAINTING : Decoration weather coat Asian/Burger Paint on outside wall. Internal wall will finish with plaster of Paris.
12. WATER SUPPLY : Water sources Municipal Water supply good quality P.V.C. Pipe line underground and water: rescrvoir with B.E. Pump and motor.
13. LIFT : 4 Person Lift of the company as finalized by the developer.

Note: All the extra work and extra area shall be on payment basis and the same shall be payable at the time of passing instruction.

Sushra Puro and Anulla
Sayam Datta

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SCHEDULE-"E" AS ABOVE REFERRED TO
(COMMON AREA AND FACILITIES)

Common facilities and amenities shall include corridor, stairways, passage ways, drive ways pump room, meter installation place, main meter, pump and motor, overhead water reservoirs, septic tanks, lift facilities and other facilities which may be mutually agreed upon between the parties and required for establishment, location, enjoyment, provision, open roof and terrace of the building maintenance and/or management of the building.

Sushil Kumar Prasad Dandia

Sayan Dutta

SCHEDULE-"F" AS ABOVE REFERRED TO
(COMMON EXPENSES)

1. All cost of maintenance ,oprating, replacing, white washing (Once within two year),painting, re-building, re-construction, decoration, re-decoration, and lighting in the common parts and also the outer wall of the building, parking spaces and on gate of the building.
2. The salaries of all the persons employed for the said purpose.
3. All charges and deposit for suppliers of common facilities and utilities.
4. Municipality taxes, multi storied building taxes, other out going saves those separately assessed on the respective flat/unit.
5. Cost and charges of establishment for maintenance for the building and for watch and ward staff.
6. All litigation's expenses for protecting the title of the said land and building.
7. All other expenses and outgoing and as are deemed by the developer to be necessary or incidental for protecting the interest and the right of the purchaser.
8. The office expenses incurred for maintaining the office for the common expenses.
9. All expenses referred to above shall be proportionately borne by the co-purchasers on and from the date of taking charges and occupation of their respective units but the purchaser shall not be liable to bear such charges in respect of unsold units/flats.
10. For all common expenses as mentioned here in above the all occupier will contribute his proportioned amount on monthly basis.

Sushil Kumar Prasad Dandia

Sayan Dutta

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Ashutosh Kumar
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11. Till the formation of society the maintenance of the building is under developers supervision and every occupier will paid maintenance charges @ 60 paise per sq.ft as per occupied area monthly within 10th of the next month. The delay more than 15 days is liable for panel interest @2% per months.
12. Electrical expenses relating to operating water pump.

Sukhbir Purohit & Co. Pvt. Ltd.

Sujay Dutta

SCHEDULE-"G" AS ABOVE REFERRED TO
(COMMON RESTRICTIONS FOR OCCUPIERS)

- Neither party shall use or permit to used the respective allocation in the building or any portion thereof for carrying on any obnoxious illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the other occupiers of the building .
- Neither party shall demolish any wall or other structures in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in this behalf.
- Neither party shall transfer or permit to transfer of their respective allocation or an portion thereof unless (s) such party shall have observed performed all to the and condition on their respective part to be observed and / or performed the proposed transferee shall have given a written undertaking to the terms and conditions hereof these presents and further that such transferee shall pay all and whatsoever shall be payable in relation to the area in their possession.
- Both parties shall abide by all always bye laws rules and regulations of the Government statutory bodies and / or local bodies as the case

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Anshu Kumar

Authorised Signatory

- may be and shall attend to answer and be responsible for the said laws by laws and regulations.
- The respective allocation shall deep the interior walls sewers pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocation in the building in good working conditions and repair and in particular so as not to cause any damage to the building or any other space or accommodation therein and shall keep the other of them and / or the occupation of the building indemnified from against the consequence of any breach.
- No goods of other items shall be kept by the either party for display or otherwise in the corridors or other place or common use in the building and no hindrance shall be caused in any manner in the free covenant of users in the corridors and other place of common use in the building.
- Neither party shall throw or accumulate any directly rubbish and waste and refuse to permit the same to be thrown or accumulate in or about the building or in the compound corridor or any other portion or portion of the said building.
- Neither parties is allowed to make any of the construction in common area, roofs etc without proper permission of the developers and or associations.
- Neither party is allowed to use common area/open area within the campus of the building to use permanent nature of parking any of the vehicles.
- No roof garden is allowed.

Sushila Prasad Dulla

Sugan Datta

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Sushanta Laha

Authorised Signatory

ABHISIKTA ESTATES

A unit of Abhisikta Nirman (P) Ltd

Asmit Kumar

Authorised Signatory

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

SIGNED SEALED AND DELIVERED

At Bagdogra (Darjeeling) in the presence of:

1. *Jayanta Mitra*
Shri Jayanta Mitra
S/o-Late Bimal Mitra
Rupsing Jote South, Bagdogra,
Darjeeling, 734014,

2. *Umesh Kumar Srivastava*
Shri Umesh Kumar Srivastava
S/o- Late Ganga Prasad Srivastava
Vivekanda Pally Bagdogra,
Darjeeling, 734014

1) *Shri. P. Prasad Gupta*
2) *Gayam Dutta*

SIGNATURE OF LAND OWNERS

ABHISIKTA ESTATES
A unit of Abhisikta Nirman (P) Ltd
Sushanta Saha

1. Authorised Signatory

ABHISIKTA ESTATES
A unit of Abhisikta Nirman (P) Ltd
Arpit Kumar

2. Authorised Signatory

SIGNATURE OF DEVELOPER.

ABHISIKTA ESTATES
A unit of Abhisikta Nirman (P) Ltd
Sushanta Saha
Authorised Signatory

ABHISIKTA ESTATES
A unit of Abhisikta Nirman (P) Ltd
Arpit Kumar
Authorised Signatory

RECEIVED of and from the above named developer within mentioned sum of Rs.35,00,00/- (Thirty Five Lacks) only as against the said Property as per memo of consideration below

MEMO OF CONSIDERATION

- | | |
|---|------------------|
| 1. By Ch. No.537109 of SBI Dum Dum Br.
(Favoring Owner No. 1) | Rs. 1,01,000.00 |
| 2. By Ch. No. 474081 of SBI Dum Dum Br.
(Favoring Owner No. 1) | Rs. 32,99,000.00 |
| 3. By Ch. No. 474082 of SBI Dum Dum Br.
(Favoring Owner No. 2) | Rs. 1,00,000.00 |

Rs.35,00,000.00
=====

Rs. Thirty Five Lacks One Thousand Only)

SIGNED SEALED AND DELIVERED

At Bagdogra (Darjeeling) in the presence of:

Amit Prasad Datta

Jayanti Mitra

Sarjam Datta

SIGNATURE OF THE OWNERS

2.

[Signature]

Drafted and Prepared By me:

[Signature]












AMIT PRASAD

ADV/SLG

F/1848/1213/2010

XXXXXXXXXXXXXXXXXXXX












EXECUTANT

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 Shiba Prasad Gullu	Left Hand					
	Right Hand					

Shiba Prasad Gullu












Signature with date

EXECUTANT

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












Sarjan Dutta
Signature with date

EXECUTANT / CLAIMANT

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

Sushants Saha
Signature with Date

EXECUTANT / CLAIMANT

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

Akshit Kumar
Signature with date



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

ZRS1784536



নির্বাচকের নাম : সায়ন দত্ত
Elector's Name : Sayan Dutta
পিতার নাম : শিব প্রসাদ দত্ত
Father's Name : Shiba Prasad Dutta
লিঙ্গ/Sex : পুরুষ/ M
জন্ম তারিখ
Date of Birth : 10/06/1993

Sayan Dutta

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

श्री लज्जत सिंह
SHRI LAJAT SINGH

10/06/1993


Permanent Account Number
BEAPD7991G

Lajan Dutta
Signature



Lajan Dutta

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ADOPD1832A



नाम / NAME
SHIBA PRASAD DUTTA

पिता का नाम / FATHER'S NAME
AMARENDRA NATH DUTTA

जन्म तिथि / DATE OF BIRTH
15-10-1954

प्रमाणित / SIGNATURE
Shiba Prasad Dutta

B. Das
जयपुर, 15.10.2011
COMMISSIONER OF INCOME-TAX, W.H. - XI

Shiba Prasad Dutta



ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/04/026/258110



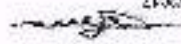
নির্বাচকের নাম : শিবে প্রসাদ দত্ত
Elector's Name : Shiba Prasad Datta
পিতার নাম : অমরেন্দ্র নন্দ দত্ত
Father's Name : Amarendra Nath Datta
লিঙ্গ/Sex : পুরু / M
জন্ম তারিখ
Date of Birth : 23/04/1965

Shiba Prasad Datta

102 / 203
In case of change in address mention the Card No.
in the relevant form for reflecting your name in the
roll at the changed address and in other relevant
with same details

25 - Madhya-Naxalbar(BC) Constituents

Registrar Officer for
Facilitate Signature of the Electoral
Rolls for the purpose of the Electoral
Rolls for the purpose of the Electoral

DATE: 08/10/2017


Address:
RUPANG INCHRA, RAIPUR,
BAGDOLLA, DURGAPUR-734014

WB/04/028/258110
Date:
08/10/2017
Rupang (Inchra), Raipur, Bagdolla,
Durgapur-734014


ELECTION COMMISSION OF INDIA
 निर्वाचन आयोग

IDENTITY CARD No. 20/188/H7B032
 पहचान कार्ड नं. २०/१८८/४७८३२




Elector's Name : SAHA SUSHANTA
 निर्वाचक का नाम : साहा सुशान्त
 Father/Mother :
 Husband's Name : PRAVAS
 पति का नाम : प्रवास
 Sex : M
 लिंग : पुरुष
 Age as on 1.1.1986 : 28
 1.1.1986 का उमर : २८

Sushanta Saha

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SUSHANTA SAHA
PRAVASH CHANDRA SAHA
0710241968

Formulari: Account Number
BDEPS3679B

Sushanta Saha

Signature



In case this card is lost/ damaged, kindly inform / contact :-
Income Tax PAN Services Unit, CTS/SL
Plot No. 3, Sector 14, CBD Delpur,
New Mumbai - 400 614.

यदि कार्ड हानि/ नुकसान/ क्षतिग्रस्त हो, कृपया सूचित करें/ संपर्क करें :-
आयकर पैन सेवा यूनिट, सीएस/एसएल
प्लॉट नं. 3, सेक्टर 14, सीबीडी डेलपुर,
नया मुंबई - 400 614.

Sushanta Saha

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ARPIT KUMAR
AMRENDRA KUMAR
94034898

Permanent Account Number
GOSPK9064G

Signature
Arpit Kumar



In case this card is lost / found, kindly inform / return to:
Income Tax PAN Services Unit, LITTS&L
Plot No. 1, Sector II, CBD Colapuri,
New Mumbai - 400 614.

इस कार्ड को खोने/पाने पर कृपया सूचित करें/वापस करें।
आयकर सेवा एकाई, लीटिस&एल
प्लॉट नं. 1, सेक्टर 2, कोल्पापुरी,
नवी मुंबई-400 614

Arpit Kumar

INDIAN UNION DRIVING LICENCE
WEST BENGAL STATE

No. **WB-2320150216723** Issue Dt. **06-01-2015**

Name **ARPIT KUMAR**

S/C/V of **AMARENDRA KUMAR**

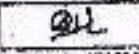
Blood Gr. **U** D.O.B. **04-03-1996**

Address **25/54 SHREE BHUVA COLONY**
JESORE ROAD
POD'S-DUM COLLEGE KOLKATA
700029

Applicant is a fit person to drive the following vehicles through out India

Vehicle Class	Issue Dt.
V219 III	06-01-2015
Motor Cycle	06-01-2015

Signature: 
Holder's Signature


Licensing Authority
Barrackpore

Arpit Kumar



ELECTION COMMISSION OF INDIA

ভাৰতের নির্বাচন কমিশন

IDENTITY CARD

পরিচয় কার্ড

69B/04/026/258112



Elector's Name : Mitra Jayanta
নির্বাচক নাম : মিত্র জয়ন্ত

Father/Mother/
Husband's Name : Binul

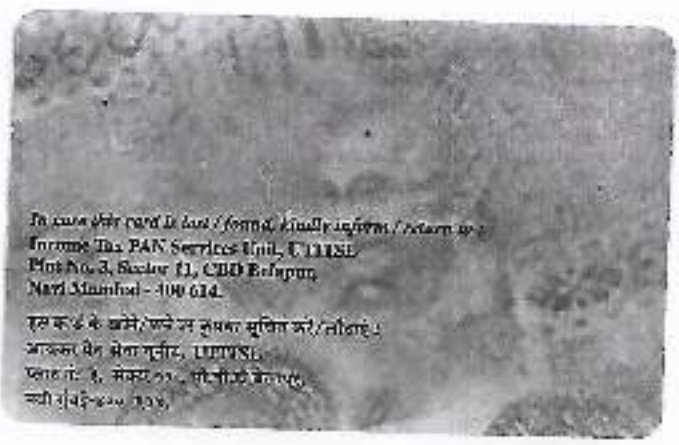
পিতা/মাতা/স্বামীর নাম : বিনুল
Sex : Male

স্বয়ং : পুরুষ

Age as on 01:01:95 42

০১:০১:৯৫ -এ বয়স : ৪২

Jayanta Mitra



ABHISIKTA ESTATES
A unit of Abhisikta Nirman (P) Ltd
Sushant Sahy
Authorised Signatory

ABHISIKTA ESTATES
A unit of Abhisikta Nirman (P) Ltd
Arpit Kumar
Authorised Signatory

EXTRACT OF RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF M/S ABHISIKTA NIRMAN PRIVATE LIMITED HELD AT ITS REGISTERED OFFICE AT 23A/51, JESSORE ROAD, SHREE DURGA COLONY, KOLKATA-28 ON 31ST JANUARY, 2018 AT 10.00 A.M.

Resolution No. 1

RESOLVED THAT company made a new unit with the name of M/S ABHISIKTA ESTATES to act as developer/promoter on joint venture basis at Bagdogra(Darjeeling), Kolkata.

Resolution No. 2

RESOLVED THAT the company units M/S Abhisikta Estates going to construct the multistoried commercial cum residential building on the plot of land All That piece and parcel of bastu land measuring about 17 Dec. equivalent to 9(Nine) Cottaha, 10 (Ten) Chittack, 42(Forty Two) sq.ft little more or less at R.S. Dag No. 480,481 L.R.Dag No 626,627, Mouza- Rupsingha, J.L.No. 95, L.R.Khatian No. 1513, 1719 Known as Village- Rupsingh Jote (South), P.O & P.S- Bagdogra, District- Darjeeling-734014 West Bengal of Mr. **Shiba Prasad Dutta** son of Late Amarendra Nath Dutta and Mr. **Sayan Dutta** son of Mr. Shiba Prasad Dutta, both are residing at Rupsingh Jote, Gossainpur P.O & P.S- Bagdogra, District- Darjeeling, Pin- 734014 West Bengal after making Development Agreement with specific terms and conditions as mentioned in the said Development Agreement. **Sri Sushanta Saha** son of Late Pravash Chandra Saha, and **Sri Arpit Kumar** son of Sri Amrendra Kumar are authorized on behalf of the company to sign Development Agreement with land owners, submit plan or plans for sanction, appoint engineer, appoint legal personal, signed agreement to sale with proposed buyer of flat, sign deed of conveyance, submit application and act all other works relating to project and construction.

Resolution No. 3

RESOLVED THAT **Sri Sushanta Saha** son of Late Pravash Chandra Saha, and **Sri Arpit Kumar** son of Sri Amrendra Kumar jointly or severally authorized to sign the agreement to sale with buyer and also join in deed of conveyance on behalf of the company for registration of flat or flats favouring the buyer or buyers.

For and on Behalf of the Board of Directors of

Sushanta Saha

Major Information of the Deed



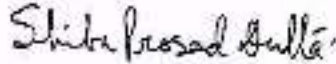
Deed No :	I-0403-02144/2018	Date of Registration	05/04/2018
Query No / Year	0403-0000546093/2018	Office where deed is registered	
Query Date	03/04/2018 6:56:27 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Amit Prasad Siliguri Court, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9832479682, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 35,00,000/-	Rs. 1,08,90,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks			



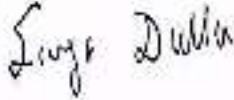
Land Details :

District: Darjeeling, P.S:- Bagdogra, Gram Panchayat: LOWER BAGDOGRA, Mouza: Rupsing

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-481	RS-24/1	Bastu	Bastu	8 Dec	15,00,000/-	68,40,000/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	RS-480	RS-24/1	Bastu	Bastu	9 Dec	20,00,000/-	40,50,000/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
TOTAL :					17Dec	35,00,000 /-	108,90,000 /-	
Grand Total :					17Dec	35,00,000 /-	108,90,000 /-	

Land Lord Details :



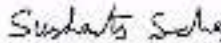


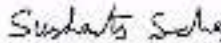


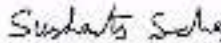


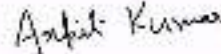


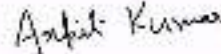


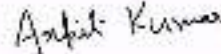
Sl No	Name, Address, Photo, Finger print and Signature			
1	Name	Photo	Fingerprint	Signature
	Mr Shiba Prasad Dutta Son of Late Amarendra Nath Dutta Executed by: Self, Date of Execution: 05/04/2018 , Admitted by: Self, Date of Admission: 05/04/2018 ,Place : Office	 <small>05/04/2018</small>	 <small>LT 05/04/2018</small>	 <small>05/04/2018</small>
Rupsingh Jote , Gossainpur, P.O:- Bagdogra, P.S:- Naxalbari, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADOPD1832A, Status :Individual, Executed by: Self, Date of Execution: 05/04/2018 , Admitted by: Self, Date of Admission: 05/04/2018 ,Place : Office				

2	Name	Photo	Fingerprint	Signature
	Mr Sayan Dutta (Presentant) Son of Mr Shiba Prasad Dutta Executed by: Self, Date of Execution: 05/04/2018 , Admitted by: Self, Date of Admission: 05/04/2018 ,Place : Office			
		05/04/2018	LTI 05/04/2018	05/04/2018
Rupsingh Jote , Gossainpur, P.O:- Bagdogra, P.S:- Matigara, District:-Darjeeling, West Bengal, India, PIN - 734014 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BEAPD7991G, Status :Individual, Executed by: Self, Date of Execution: 05/04/2018 , Admitted by: Self, Date of Admission: 05/04/2018 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited 23 A / 71 , Jessore Road Shree Durga Colony , Kolk.,P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District:-North 24-Parganas, West Bengal, India. PIN - 700028 , PAN No.:: AAKCA2377H, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Sushanta Saha Son of Late Pravash Chandra Saha Date of Execution - 05/04/2018 , , Admitted by: Self, Date of Admission: 05/04/2018, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Apr 5 2018 11:13AM</td> <td>LTI 05/04/2018</td> <td>05/04/2018</td> </tr> </tbody> </table> <p>23 A / 71 JESSORE ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BFEPS3879B Status : Representative, Representative of : M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited (as DIRECTOR)</p>	Name	Photo	Finger Print	Signature	Shri Sushanta Saha Son of Late Pravash Chandra Saha Date of Execution - 05/04/2018 , , Admitted by: Self, Date of Admission: 05/04/2018, Place of Admission of Execution: Office					Apr 5 2018 11:13AM	LTI 05/04/2018	05/04/2018
Name	Photo	Finger Print	Signature										
Shri Sushanta Saha Son of Late Pravash Chandra Saha Date of Execution - 05/04/2018 , , Admitted by: Self, Date of Admission: 05/04/2018, Place of Admission of Execution: Office													
	Apr 5 2018 11:13AM	LTI 05/04/2018	05/04/2018										
2	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Shri Arpit Kumar Son of Shri Amrendra Kumar Date of Execution - 05/04/2018 , , Admitted by: Self, Date of Admission: 05/04/2018, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Apr 5 2018 11:02AM</td> <td>LTI 05/04/2018</td> <td>05/04/2018</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri Arpit Kumar Son of Shri Amrendra Kumar Date of Execution - 05/04/2018 , , Admitted by: Self, Date of Admission: 05/04/2018, Place of Admission of Execution: Office					Apr 5 2018 11:02AM	LTI 05/04/2018	05/04/2018
Name	Photo	Finger Print	Signature										
Shri Arpit Kumar Son of Shri Amrendra Kumar Date of Execution - 05/04/2018 , , Admitted by: Self, Date of Admission: 05/04/2018, Place of Admission of Execution: Office													
	Apr 5 2018 11:02AM	LTI 05/04/2018	05/04/2018										

23A / 54 , JESSORE ROAD, P.O:- DUM DUM, P.S:- Dum Dum, District:-North 24-Parganas, West Bengal, India, PIN - 700028, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: COSPK9064G Status : Representative, Representative of : M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited (as DIRECTOR)

Identifier Details :

Name & address	
Shri JAYANTA MITRA Son of Late BIMAL MITRA RUPSINGH JOTE , BAGDOGRA, P.O: BAGDOGRA, P.S:- Naxalbari, District:-Darjeeling, West Bengal, India, PIN - 734014, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Identifier Of Mr Shiba Prasad Dutta, Mr Sayan Dutta, Shri Sushanta Saha, Shri Arpit Kumar	
<i>Jayanta Mitra</i>	05/04/2018

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Shiba Prasad Dutta	M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited-4 Dec
2	Mr Sayan Dutta	M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited-4 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr Shiba Prasad Dutta	M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited-4.5 Dec
2	Mr Sayan Dutta	M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited-4.5 Dec

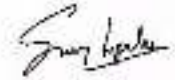
Endorsement For Deed Number : I - 040302144 / 2018

Major Information of the Deed :- I-0403-02144/2018-05/04/2018

On 04-04-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,08,90,000/-



Suraj Lepcha
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

On 05-04-2018

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 10:40 hrs on 05-04-2018, at the Office of the A.D.S.R. BAGDOGRA by Mr Sayan Dutta , one of the Executants.

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

Execution is admitted on 05/04/2018 by 1. Mr Shiba Prasad Dutta, Son of Late Amarendra Nath Dutta, Rupsingh Jote , Gossainpur, P.O: Bagdogra, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mr Sayan Dutta, Son of Mr Shiba Prasad Dutta, Rupsingh Jote , Gossainpur, P.O: Bagdogra, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by Profession Business
Identified by Shri JAYANTA MITRA, , Son of Late BIMAL MITRA, RUPSINGH JOTE , BAGDOGRA, P.O: BAGDOGRA, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Business

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

Execution is admitted on 05-04-2018 by Shri Sushanta Saha, DIRECTOR, M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited (Private Limited Company), 23 A / 71 , Jessore Road Shree Durga Colony , Kolk, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Shri JAYANTA MITRA, , Son of Late BIMAL MITRA, RUPSINGH JOTE , BAGDOGRA, P.O: BAGDOGRA, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Business

Execution is admitted on 05-04-2018 by Shri Arpit Kumar, DIRECTOR, M/s Abhisikta Estates A Unit Of M/s Abhisikta Nirman Private Limited (Private Limited Company), 23 A / 71 , Jessore Road Shree Durga Colony , Kolk, P.O:- Dum Dum, P.S:- Dum Dum, Dum Dum, District-North 24-Parganas, West Bengal, India, PIN - 700028

Identified by Shri JAYANTA MITRA, , Son of Late BIMAL MITRA, RUPSINGH JOTE , BAGDOGRA, P.O: BAGDOGRA, Thana: Naxalbari, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/04/2018 10:28AM with Govt. Ref. No: 192018190213138451 on 05-04-2018, Amount Rs: 7/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF4977383 on 05-04-2018, Head of Account 0030-03-104-001-18

Payment of Stamp Duty

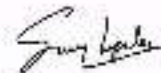
Certified that required Stamp Duty payable for this document is Rs. 20,000/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 15,000/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 71, Amount: Rs.5,000/-, Date of Purchase: 04/04/2018, Vendor name: D Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 05/04/2018 10:29AM with Govt. Ref. No: 192018190213138451 on 05-04-2018, Amount Rs: 15,000/-,
Bank: State Bank of India (SBIN0000001), Ref. No. CKF4977383 on 05-04-2018, Head of Account 0030-02-103-003-02



Suraj Lepcha

**ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA**

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2018, Page from 43225 to 43271

being No 040302144 for the year 2018.



Suraj Lepcha

Digitally signed by Suraj Lepcha
Date: 2018.04.05 13:54:04 +05:30
Reason: Digital Signing of Deed.

(Suraj Lepcha) 05/04/2018 13:53:57
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)