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GANESH ENCLAVE PVT. LTD.

New India

DIRECTOR

SIDDH GANPATI

Partner

AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT IS MADE ON THIS THE 27th DAY OF NOVEMBER 2020 (TWO THOUSAND TWENTY).



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

Signature of the District Sub-Registrar, Jalpaiguri.

09 DEC 2020

GANESH ENCLAVE PVT. LTD.

Navin A
DIRECTOR

SIDHI GANPATI

S. J. S. J.
Partner

BETWEEN

GANESH ENCLAVE PRIVATE LIMITED (PAN : AABCG5729J) a private Limited Company incorporated under the provisions of the Companies Act 1956, bearing Certificate of Incorporation No.U45203WB2000PTC091813 having its office at Jyoti Nagar, Sevoke Road, P.S. Bhaktinagar, District- Jalpaiguri --- hereinafter called **OWNERS/FIRST PARTY** which expression shall mean and include unless excluded by or repugnant to the context of its Directors, office bearers, executors, successors, administrators, representatives and assigns) of the **FIRST PART** represented by one of its Directors duly authorized for this purpose **SRI NAVIN AGARWALA(AADHAR:838983223482, PAN:ACRPA8681L)** Son of Sri Ram Lal Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of Basant Bihar Complex, Sevoke Road, P.O. Siliguri-734001, P.S. Bhaktinagar in the District of Jalpaiguri

AND

M/s. **SIDHI GANPATI (PAN : AEHFS2419A)**, a partnership firm having its office at the Sidhi Dham, Jyoti Nagar, P.O. Siliguri-734001, PS: Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal represented by one of its partners **SRI SANJAY KUMAR GARG (PAN : ADBPG1112D, AADHAR: 797524904508)** Son of Late Khusiram Agarwal alias Khushiram Garg, Indian by Nationality, Hindu by religion, Business by Occupation, resident of Pranami Mandir Road, P.O. Siliguri-734001, P.S. Bhaktinagar, District- Jalpaiguri hereinafter called the "**DEVELOPER/SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors in office, representatives, administrators and assigns) of the **SECOND PART**.

WHEREAS:-

1. The above named **GANESH ENCLAVE PRIVATE LIMITED** purchased land measuring 115 Katha 4 Chhattak.37 Square Feet in the Dabgram Mouza of R.S. Sheet No. 8, under the jurisdiction of the Siliguri Municipal Corporation, Siliguri, P.S. Bhaktinagar in the District of Jalpaiguri by

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DIRECTOR

SIDHI GANPATI

S. J. G.

Partner


virtue of the following 9(Nine) separate Deeds of Conveyances all duly registered in the office of the Additional District Sub Registrar, Rajganj:-

- a. Land measuring 42 katha 3 Chattak appertaining to R.S. Plot No. 132, 135,141 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **ROSHAN LAL AGARWAL and SUSHILA DEVI AGARWALA** duly recorded in the Book No. I, Document No.4965 for the year 2013.
- b. Land measuring 3 katha appertaining to R.S. Plot No. 140 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **ROSHAN LAL AGARWAL and SUSHILA DEVI AGARWALA** duly recorded in the Book No. I, Document No.4984 for the year 2013.
- c. Land measuring 3 katha appertaining to R.S. Plot No. 140 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **ROSHAN LAL AGARWAL and SUSHILA DEVI AGARWALA** duly recorded in the Book No. I, Document No.4986 for the year 2013.
- d. Land measuring 43 katha appertaining to R.S. Plot No. 140, 135, 141, 139, 138 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **ROSHAN LAL AGARWAL and SUSHILA DEVI AGARWALA** duly recorded in the Book No. I, Document No.4987 for the year 2013.
- e. Land measuring 5 katha 4 Chattak 36 Square Feet appertaining to R.S. Plot No. 132 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **SAMAR KUMAR BOSE and AMAR BOSE** duly recorded in the Book No. I, Document No.6687 for the year 2014.
- f. Land measuring 3 katha 13 Chattak 1 Square Feet appertaining to R.S. Plot No. 132 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **SAMAR KUMAR BOSE and AMAR BOSE**

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duly recorded in the Book No. I, Document No.6726 for the year 2014.

- g. Land measuring 5 katha appertaining to R.S. Plot No. 132 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **MIRA BHOWMICK** duly recorded in the Book No. I, Document No.7693 for the year 2014.
 - h. Land measuring 5 katha appertaining to R.S. Plot No. 132 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **SANDHYA GUPTA** duly recorded in the Book No. I, Document No.7869 for the year 2014.
 - i. Land measuring 5 katha appertaining to R.S. Plot No. 132 recorded in the Khatian No. 240 by virtue of a Deed of Conveyance executed by **SHANTI CHHETRI** duly recorded in the Book No. I, Document No.1195 for the year 2015.
2. Possessing the aforesaid land the above named **GANESH ENCLAVE PRIVATE LIMITED** prayed before the office of the B.L.&.L.R.O, Raganj to mutate the aforesaid land in its name and during the current revenue settlement survey(LR) the aforesaid land was duly mutated in its name and L.R. Khatian No. 79 was duly opened up in its name.
 3. Possessing the aforesaid land the above named **GANESH ENCLAVE PRIVATE LIMITED** prayed before the office of the D.L.&.L.R.O, Jalpaiguri to change the character of the land to commercial vastu and the said office changed the character of the land vide conversion case no. **210/XIII-26/836/LMS-II/DLLRO/JAL/19 DATED 25/10/2019.**
 4. The above named owner **GANESH ENCLAVE PRIVATE LIMITED** is having permanent, heritable and transferable right, title and interest in aforesaid total land measuring more or less 115 Katha 4 Chattak 37 Square Feet appertaining to R.S. Plot No. 132, 135, 141, 140, 139, 138 corresponding L.R. Plot No.90, 94 of R.S., Sheet No.8 corresponding to

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L.R. Sheet No. 25 Dabgram Mouza recorded in R.S. Khatian No. 240 corresponding to L.R. Khatian No. 79 in the District of Jalpaiguri more fully described in the **Schedule - A** herein under.

5. The owner above named being desirous of constructing a residential complex or mixed use buildings on the scheduled-A plot of land but not being in a position to put its contemplation and scheme into action due to preoccupation & inadequate expertise was in search of a developer who could construct the residential complex or mixed use buildings.
6. The Second Party is a bonafide Developer / Promoter / Contractor / Builder having partners who have experience in design and construction along with adequate resources of finance for construction of multistoried building and also has got goodwill and reputation and have agreed to construct a residential/residential cum commercial complex (mixed use buildings) on the Scheduled-A land and has agreed on the terms and conditions stated hereunder.
7. The said **Schedule - A** land is free from all encumbrance, charges, liens, lis pendens, mortgages and attachments howsoever.
8. The Owner has agreed to grant an exclusive right of development of the **Schedule - A** land in favor of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.
9. On, at or before execution of this agreement of development both the parties hereof had made certain assurances/ statements/ representations to each other and relying thereon in good faith both the parties have agreed to undertake development of the below scheduled landed property on the terms and conditions hereinafter appearing.
10. For better understanding and clarity, this agreement is divided into Twenty (20) parts and its sub parts, list of the same is as follows:

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DIRECTOR

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S. J. G.

Partner

ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

1.1: The Owner shall mean the above named **GANESH ENCLAVE PRIVATE LIMITED** having whatsoever right, title and interest that it has in respect of the land described in the **Schedule - A** hereunder written and also its directors, office bearers legal representatives, executors, nominee(s), assigns and constituted attorney.

1.2: Developer shall mean the said M/s **SIDHI GANPATI** and its partners and also executors, successors in office, representatives, administrators and assigns at all materials times.

1.3: Premises shall mean that entire piece and parcel of the land more fully and particularly described in the **Schedule-A** hereunder written.

1.4: Building(s) shall mean the multistoried residential or mixed use (commercial cum residential) complex building to be constructed on the said **Schedule - A** land as per the plan(s) to be sanctioned by the designated authority.

1.5: Unit shall mean the constructed area and / or spaces in the building intended to be built and / or constructed capable of being occupied and enjoyed separately as a distinct entity at the building to be constructed on the said **Schedule - A** premises.

1.6 : Super built-up area shall mean the total constructed area which will include corridors, staircases, passageways, water tanks, reservoirs, area used for providing common facilities to the occupants like gym, games room, community hall, swimming pool etc together with the width of the walls and such other areas used for accommodating common services to the building to be constructed on the said **Schedule - A** premises.

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[Signature]

DIRECTOR

SIDHI GANPATI

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Partner

1.7 : Architect shall mean any qualified person or other qualified association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect for designing and planning of the building/s to be constructed on the said **Schedule - A** premises.

1.8: 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 and car parking space.

1.9: Owner's Allocation shall mean 18% (Eighteen per cent) of the entire construction including super built up area together with the undivided proportionate right, title and interest in the land and attributed to the said area in use thereof in the said premises upon construction of the said building including proportionate Car Parking Space.

1.10: The Developer shall be eligible to take/ advance, loans as per the requirement of the Developer.

1.11: Developer's allocation shall mean 82% (Eighty Two per cent) of the entire construction including super built up area together with the undivided proportionate right, title and interest in the land and attributed to the said area in use thereof in the said premises upon construction of the said building including proportionate Car Parking Space.

1.12: The owner shall execute a power of Attorney in favor of the Developer for executing the necessary documents in respect of construction of the building.

1.13: The owner authorizes the developer and assigns them the sale rights of the Developer's allocation only

1.14: Transfer with its grammatical variations and cognate expressions 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 purchasers thereof.

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S. J. G. J.

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1.15: Transferee shall mean a person, persons, Firm, limited company, Association of Persons to whom any space and / or unit in the building to be constructed at the said premises have been transferred.

1.16: Word importing singular shall include plural and vice versa.

1.17: 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 or from the date of clear site handover or completion of all land documents, whichever is later.

ARTICLE -III - OWNER'S RIGHT & REPRESENTATIONS

3.1 : The owner are absolute 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 **Schedule - A** hereunder written.

3.2: Excepting the owners, no other person has any claim or interest and / or demand over and in respect of the said **Schedule - A** premises and / or any portion thereof.

3.3: The said **Schedule - A** premises is free from all encumbrance, lien's, lis pendens, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.

3.4: The said **Schedule - A** land is not vested under the Urban land (Ceiling & Regulation) Act, 1976.

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3.5.: There is no subsisting agreement for sale and / or development of the said **Schedule - A** premises with any other party or parties by the owner or any of them or any person claiming under it.

ARTICLE - IV - DEVELOPER'S RIGHT

4.1: The Owners hereby grants, 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 approved plan without any violation thereof.

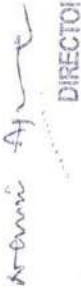
4.2: All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners and / or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

4.3: The Developer shall be entitled absolutely to its respective space and areas (**developer's allocation only**) and shall be at liberty to deal therewith in any manner it deems fit and proper subject however to the general restrictions for mutual advantage inherent in the ownership Unit/s. It will also be at liberty to enter into agreement for sale of areas from the developer's allocation and receive the full consideration for the same.


4.4: The owners will execute and register a unconditional Power of Attorney in favor of the Developer for executing Agreement for Sale with intending purchasers and subsequently the Deed of Conveyances in favor of such intending customers for only the developer's allocation by the Developer and receiving advance money there for.

4.5: The Developer is fully authorized to develop the afcresaid land by constructing the multistoried building on the below scheduled land and keep handing over the owner's allocation as and when possible during the construction phase to the owner and take possession and delivery of the

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developer's allocation and deal with developer's allocation only with prospective purchasers as it deems fit and proper. The Developer is entitled to enter into agreement for sale with intending purchasers for only the developer's allocation and receive the advance money and other payments there from at any stage.

4.6: That the Developer hereof shall be required to register itself as developer / promoter under the prevalent law, if and as applicable and for that the Owner, if required, shall sign, execute application forms, documents, papers etc.

ARTICLE V- CONSIDERATION

5.1: In consideration of the owner allowing the Developer to develop the said premises the Developer shall allocate owner's area as mentioned in Clause No. 1.9 under Article - 1, Definitions hereinabove.

ARTICLE VI - PROCEDURE

6.1 : The land owners shall sign execute and register a General Power of Attorney in favor of one of the partner of the developer - firm M/s **SIDHI GANPATI** for (a) compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder (b) the proper and uninterrupted exercise of implementing the right and authorities granted or intended to be granted to the developer hereunder (including those relating to entering into agreement to sell, receive advances or part payment from intending purchasers, Deed of Conveyances for only the developer's allocated share).

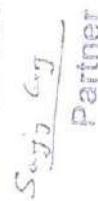
6.2 : It is further understood that to facilitate the construction of the new building and / or buildings by the developer various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer need the authority of the owner and various applications and other documents may be required to be signed or made by the owner from time to time relating to which specific provisions may not have been

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mentioned herein and the owner hereby agrees to do , at the cost and expense of the developer, all such acts, deeds, matters and things and execute such application, papers and such further/ additional power of attorney and / or authorization as may be required by the developer.

6.3: The Power of Attorney executed by the owners shall remain valid during the entire period of agreement and till the completion of the entire transaction.

ARTICLE VII - SPACE ALLOCATION

7.1 : The Developer after the execution and registration of these presents will appoint architects, engineers to make out building plans, drawings and after getting them sanctioned from the appropriate authorities, the developer shall mark, demarcate and allot 18% the owners allocation and shall retain the balance 82% as its allocation, so as to both the owners and developers can sale their respective areas. The allocation of area will be done in consultations of both the parties.

7.2: The Developer shall on completion of the new building , put the Owners in undisputed possession of the owner's allocation together with all right in common in the common portions and common facilities.

7.2: Subject as aforesaid, the common portion of the said new building or buildings and open spaces shall belong to the owner and developer in proportion to their sharing ratios.

7.3: The owners shall be entitled to own, enjoy, possess, transfer, obtain advance or part payment from an intending purchaser / tenant or otherwise deal with the owner's allocation in the new building/s at their will, subject to the conditions laid down elsewhere in this agreement.

7.4: The Developer shall, subject to the provisions herein contained, be exclusively entitled to the developer's allocation in the new building/s with exclusive right to enter into agreement for sale / Deed of Sale/transfer or

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DIRECTOR

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otherwise deal with the same without any right, claim or interest whatsoever therein of the owners and the owners shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

7.5: The owner shall execute General Power Attorney appointing any of the partner of the Developer so that the proper Deed(s) of Conveyance be executed and registered in respect of the proportionate undivided share or interest in the land attributable to the developer's allocation portions in favor of the developer or its nominee in such part or parts as shall be required from time to time.

7.6: It is understood and agreed by the parties that this agreement envisages sharing of saleable space, not sharing of sales proceeds.

ARTICLE VIII - BUILDING

8.1: The Developer shall at its own costs, construct, erect and complete the new building/s at the said premises in accordance with the sanctioned plan with good and standard materials as will be specified by the Architect from time to time. It is imperative to mention here that the building plan shall be prepared as per the specification and guidelines of Siliguri Municipal Corporation, Siliguri and after getting the building plan sanctioned and approved the super built up area shall be calculated and determined.

8.2 : The Developer shall install and erect in the said new building/s at its own costs as per specification and drawings provided by the architect, pumps, tube well, water storage tanks, and provide lifts, electrifications, generators, permanent electric connection (and until permanent electric connection is obtained temporary electric connection shall be provided) and other facilities as are required to be provided in the proposed residential/ residential cum commercial complex having self-contained units for sale of constructed area therein on ownership basis.

8.3 : The Developer shall be authorized in the name of the owners so far as is necessary, to apply for and obtain buildings materials for the construction of

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the buildings and to similarly apply 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(s) for which purpose the owners shall also execute power(s) of attorney in favor of the Developer as shall be required by the developer. All costs charges and expenses there for shall be borne and met by the Developer.

8.4: All costs, charges and expenses, including architect's fees during the construction of the building/s at the said premises shall be borne by the developer and the owners shall bear no responsibility & liability in this context, provided that the owners shall perform all the obligations required of them under this agreement in a diligent and sincere manner.

8.5: The developer shall provide at its own cost main switch, socket, etc. water pipeline, sewerage connection in portion of the owners allocation.

ARTICLE IX - COMMON FACILITIES


9.1: The Developer shall pay and bear Municipal Corporation taxes, insurance premium and other statutory outgoing as would be levied by the Government or any statutory authority in respect of the said premises accruing as and from the date of handing over vacant possession by the owner to the Developer till date of the owner receiving the owner's allocation as stated herein in the new buildings and thereafter the developer and / or its nominee(s) or transferees shall bear such taxes, fees, etc in respect of the developers allocation only.

9.2: As soon as the new building(s) is/ are completed, the Developer shall give written notice to the owner requiring the owner to take possession of the owner's allocation in the building(s) and at all times thereafter. The owner shall be exclusively responsible for payment of all municipal and property taxes, rates, dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as the said taxes) with effect from the date of delivery of possession of the said owner's allocation, payable in respect of the said owner's allocation; the said Rates/ taxes to be

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apportioned pro-rata with reference to the saleable place in the building/s if they are levied on the building/s as a whole.

9.3: The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said Rates/ Taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owners and the developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owners or the Developer in this behalf.

9.4 The developer shall be entitled to charge separately for the Transformer, electricity main line cost, generator and collapsible gates if provided to the occupants of the complex both residential and commercial. The charges are irrespective of the Developers/owners allocation area.

ARTICLE X - COMMON RESTRICTIONS

10.1: The owner's allocation in the new building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the developer's allocation in the new building/s intended for the common benefits of all occupiers of the new building/s which shall include the following.

10.2 : The owners / developer shall not use or permit to use the owner's allocation / developer's allocation 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 occupier's of the new building/s.

10.3: Neither party shall demolish nor permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.

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10.4: Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless the proposed Transferees have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in this possession.

10.5: Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and shall attend to, answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.

10.6: The respective allottees shall keep the interior and wall, 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 and other occupiers of the said building/s indemnified from and against the consequences of any breach.

10.7: The parties hereto shall not do or cause or permit to be done any act or thing(s) which may render void or voidable any insurance of the new building or buildings or any part thereof and shall keep each other and other occupiers of the said building/s harmless and indemnified from and against the consequences of any breach.


10.8: No goods or other items/ materials shall be kept by the owner or by the Developer for display or otherwise in the corridors or other places for common use in the new building/s 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/s and in case any such hindrance is caused, the developer or the owners, as the case may be, shall be entitled to remove the same at the risk and cost of the other.

10.9 : Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to thrown or accumulated in or about the new

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DIRECTOR

SIDHI GANPATI


Partner

building(s) or in the compounds corridors or any other portion or portions of the new building/s.

ARTICLE XI - OWNER'S OBLIBATIONS

11.1: 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.

11.2: The owners hereby agree and covenants with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sell, accept advance or part payment, execute Deed of Sale/conveyance against the Developer's allocation in the new building.

11.3: The owners hereby agree and covenants 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. However, the owners shall always have the right to enter into agreement for sale / lease and transfer in respect of the owners' allocation.

11.4: The owners shall be obliged to execute and register General Power of Attorney or conveyances as required by the Developer in favor of the developer and / or his nominees for transfer of developer's allocation and the Developer shall also sign as Confirming Party in the Conveyance Deeds of the Land Owner's Allocation.

11.5: The owners shall at the time of signing these presents shall hand over all the original title deeds, documents, khatians, khazana receipts and all other documents of the land forming subject matter of these presents so that the Developer can produce them to various government departments as and when required.

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Hemant Singh
DIRECTOR

SIDHI GANPATI

Sudhakar
Partner

ARTICLE XII - DEVELOPER'S OBLIGATIONS

12.1: The developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-laws of appropriate authority in conformity with the sanctioned plan as aforesaid.

12.2: The developer hereby agrees and covenants with the owner not to do any act, deed or thing whereby the owners are prevented from enjoying, selling, assigning and / or disposing of any of the owners allocation in the new building/s at the said premises , subject to the terms and conditions herein contained.

12.3: That cost of preparation and execution of all documentation / agreement(s), plan(s) in connection with construction of the building(s) along with legal and registration cost shall be borne by the developer

12.4: That the developer shall construct the multistoried building in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.

12.5: That the developer shall be solely liable and responsible to look after, supervise, manage and administer the progress and day to day work of construction of the proposed multistoried buildings.

12.6: That the Developer shall solely be liable and responsible to settle all issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the Developer party at its own cost & expenses and in compliance with/ adherence to the extant law in regard to such matters.

12.7: The Developer shall obtain all statutory and mandatory licenses, registrations, sanctions, permissions, consent etc. from the appropriate authority as applicable from time to time.

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DIRECTOR

SIDHI GANPATI



Partner

12.8: The Developer shall get itself registered under The Real Estate (Regulation and Development) Act, 2016 and / or The West Bengal Housing Industry Regulation Act, 2017, as the case may be as and when the provisions of the said become applicable to the Developer.

12.9: The Developer shall abide by and comply with all Labour Laws in relation to employment of manpower, directly or indirectly, for construction of the building ; all laws including bye-laws, rules & regulations , whether statutory, mandatory or local regarding construction of building on the owner's land and the owner shall have no liability or responsibility whatsoever in this regard .

12.10: The developer shall complete in all respects the construction of the building within (36) thirty six calendar months from the end of the month in which sanction of the building plan is obtained. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts, the said time period for completion of construction shall be extended.

ARTICLE XIII – OWNER'S INDEMNITY

13.1 : The owner hereby undertakes that the developer shall be entitled to developer's allocation of the said construction and shall enjoy his 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.

13.2 : The owner hereby undertakes to keep the developer indemnified against all third party claims and actions against the land mentioned in **Schedule A** in respect of the owner's allocation and developer's allocation .

ARTICLE XIV – DEVELOPER'S INDEMNITY

14.1: The developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in

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Partner

connection with the construction of the said building/s on the **Schedule-A** land.

ARTICLE XV – OWNER’S ALLOCATION

15.1: Owner’s allocation shall mean 18% (Eighteen per cent) of the area of the proposed building, the common area of the proposed building together with the undivided proportionate right, title and interest in the land and attributed to the said area in use thereof in the said premises upon construction of the said building including proportionate Car Parking space

ARTICLE XVI – DEVELOPERS ALLOCATION

16.1: Developer’s allocation shall mean 82% (Eighty Two per cent) of the area of the proposed building, the common area of the proposed building together with the undivided proportionate right, title and interest in the land and attributed to the said area in use thereof in the said premises upon construction of the said building including proportionate Car Parking space.

16.2: The developer shall, in respect of developer’s allocation, be entitled to enter into agreement for sale and transfer by its own name with any transferee for their commercial purpose and to receive and collect all monies in respect thereof which shall belong to the developer and it is hereto expressly agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as owner’s consent provided the developer shall comply with all other obligations of the developer to the owner under this agreement. It is further agreed that the owners shall execute and register a proper General Power of Attorney in respect of the Developer’s allocation area in favor of the nominee of the Developer so that the proper Deed of Conveyance can be executed and registered in favor of the developers or the intending customers who have purchased the area from the developers allocation area of developer.

GANESH ENCLAVE PVT. LTD.

Nandu Aggarwal

DIRECTOR

SIDHI GANPATI

Saji Gaj

Partner

ARTICLE XVII - MISCELLANEOUS

17.1: The owner and the developer have entered in to this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the developer and the owner as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons.

17.2: It is understood that from time to time to facilitate the construction of the new building/s at said premises by the developer, various deeds, matters and things 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 undertakes to do all such acts deeds, matters and things that may be reasonably required to be done in the matter and the owner shall execute any such additional power(s) of attorney and / or authority as may be required by the developer for the purpose and the owner also undertakes 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 upon the right of the owner and / or go against the spirit of the agreement.

17.3: The developer and the owners shall mutually 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 regulation of such Management / Society / Association/Holding Organization and hereby give their consent to abide by the same.

17.4: As and from the date of completion of the new 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 all taxes & rates payable in respect of their allocations.

GANESH ENCLAVE PVT. LTD.

Nandini
DIRECTOR

SIDHI GANPATI

S. J. G. J.
Partner

17.5: The Developer shall decide the name of the new building complex to be constructed on the Schedule Land.

17.6: Before commencement of construction the parties hereto shall prepare a plan showing specifically the owner's and developer's respective allocations.

17.7: The parties shall bear their own / respective, Direct Taxes and Indirect Taxes (like Goods and Services Tax, etc) applicable for the instant joint development project.

17.8: It is agreed by the parties that, if required, the Developer may revise the approved plan with the written consent of the Land Owner.

ARTICLE XVIII - FORCE MAJEURE

18.1: The parties hereto shall not be considered to be liable for any obligation 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 obligation during the duration of the Force Majeure.

18.2: Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, pandemic and its consequential lock-downs, civil commotion, Government norms and restriction barring or deferring the supply of raw materials required for construction and / or any other act or commission beyond the control of the parties hereto.

ARTICLE XIX - SETTLEMENT OF DISPUTE & ARBITRATION

19.1 : In case if any dispute between the parties hereto, recourse shall first and always be taken to mutual amicable discussion & conciliation, failing which reference or question arising out of the unresolved dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and / or any other statutory modification and / or enactment relating thereto.

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

Witnesses:

1. Ajay

Ajay Sarker.

S/O - A. Sarker.

Sevoke Road, Siliguri-01

(Darjeeling, West Bengal).

GANESH ENCLAVE PVT. LTD.

Navin

DIRECTOR

THE OWNER/ LANDLORD

Sujit

Partner

Partner

DEVELOPER / SECOND PARTY

Drafted by me and printed at my office,

Jugal Sanghai
JUGAL SANGHAI
ADVOCATE/SILIGURI
Reg. No. WB/306/2011

FINGER IMPRESSION

THUMB

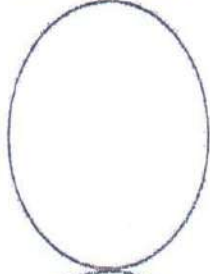
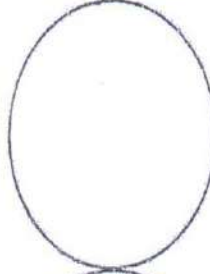
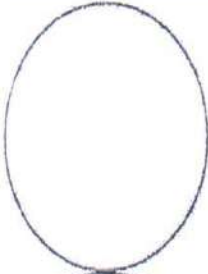
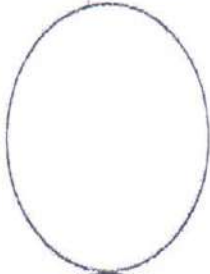
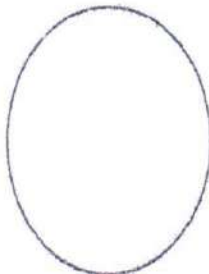
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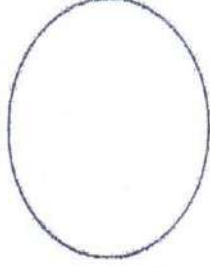
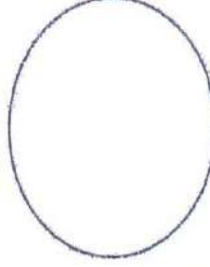
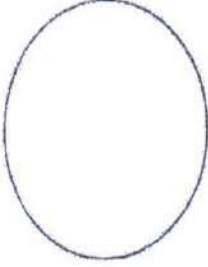
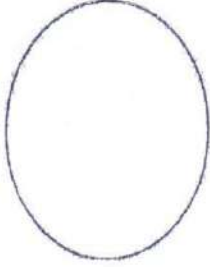
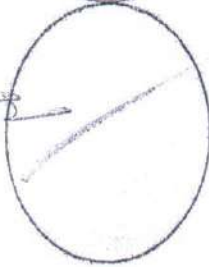
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RIGHT



GANESH ENCLAVE PVT. LTD.

Nitin Arora

DIRECTOR

SIGN.

THUMB

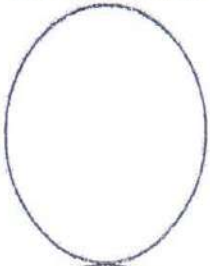
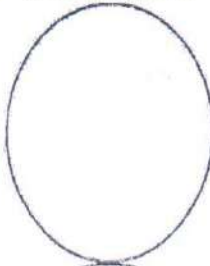
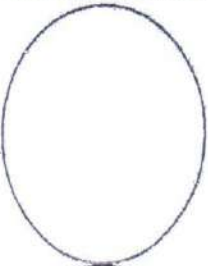
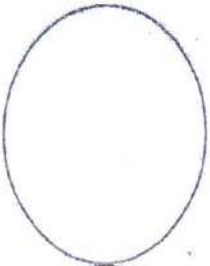
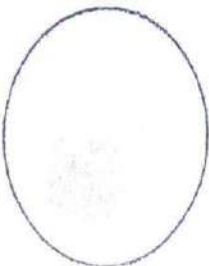
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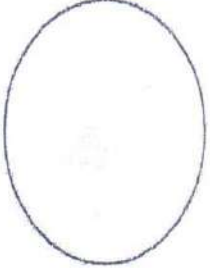
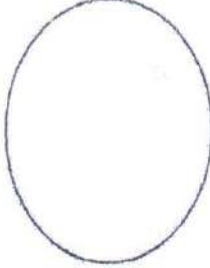
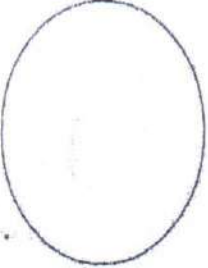
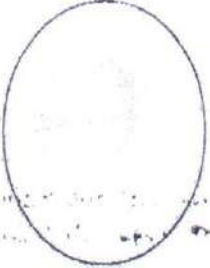
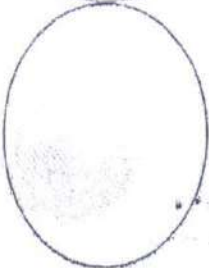
RING FINGER

LITTLE FINGER

LEFT



RIGHT



SIDHI GANPATI

Sajid Gaj

Partner

SIGN.

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

GANESH ENCLAVE PRIVATE LIMITED

05/05/2000
Permanent Account Number

AABCG5729J

06102008

GANESH ENCLAVE PVT. LTD.

Narain Arora
DIRECTOR

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



ACRPA8681L

नाम /NAME

NAVIN AGARWALA

पिता का नाम /FATHER'S NAME

KEDARNATH AGARWALA

जन्म तिथि /DATE OF BIRTH

27-10-1972

हस्ताक्षर /SIGNATURE

Navin Agarwal

Navin Agarwal

अधिकार प्राप्त - प.प. - XI

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

Navin Agarwal



ভারত সরকার
Government of India



নবিন আগরওয়াল
Navin Agarwal
পিতা : কেদার নাথ আগরওয়াল
Father: Kedar Nath Agarwal
জন্মতারিখ / DOB: 27/10/1972
পুরুষ / Male



8389 8322 3482

আধার - সাধারণ মানুষের অধিকার



ভারতের বিচিত্র পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:
আশ্রমশাড়া, শিলিগুড়ি, উদ্যম সিং
ময়দি, শিলিগুড়ি (দৌরসভা),
মার্জিলিং, শিলিগুড়ি, পশ্চিম বঙ্গ,
734001

Address:
ASHRAM PARA, SILIGURI,
UDHAM SINGH SARANI, Siliguri (M. Corp), Darjeeling, Siliguri, West Bengal, 734001

8389 8322 3482



1947
1947 307 1947



mailto:uidai@gov.in



www.uidai.gov.in

Navin A

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AEHFS2419A



नाम/ Name
SIDHI GANPATI

18112020

निगमन / गठन की तारीख
Date of Incorporation/ Formation
06/11/2020

SIDHI GANPATI

Sri G

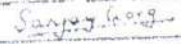
Partner

PERMANENT ACCOUNT NUMBER
ADDPG1112D

REL. NAME
SANJAY KUMAR GARG

REL. WITHIN / FATHER'S NAME
KRUSHIRAM AGARWAL

DATE BORN / DATE OF BIRTH
08-07-1976

REL. SIGNATURE


आरक्षण श्रेणी: 11X-II
 COMPOSITE NUMBER OF INCOME-TAX: 11X-II

भारत सरकार
 Unique Identification Authority of India
 Government of India

संयोजन क्रम / Enrollment No. DD17-00001717543

1.
 Mr. Sanjay Garg
 Sanjay Kumar Garg
 E-2 Krishnam Garg
 Civil Apartment Plot No-4B
 Shyamprasad Road
 Panchsaras, Dist-Durgamchak
 Sec-12 J.P.G.
 Bagin, Jhappan,
 W.C. Bengal 724001
 94 34 59 72 84

Ref: 1955 / 31E / 04 / 30 / 76 / 010123 / P



आपका आधार क्रमांक / Your Aadhaar No. :

7975 2490 4508

आधार — आम आदमी का अधिकार



भारत सरकार
 GOVERNMENT OF INDIA

नाम पर Mr.
 Sanjay Kumar Garg
 जन्म तिथि / Year of Birth: 1976
 लिंग / Sex: Male



7975 2490 4508

आधार — आम आदमी का अधिकार

S-775 92

DRIVING LICENCE



Licence No. WB. 7320160895243
 Date of Issue: 26.12.16
 Valid Upto: 25.12.36

Name: AJAY SARKAR
 S/O: A. SARKAR
 Address: AKARIGACH, NJP,
 SILIGURI.
 Date of Birth: 07.02.1996

Blood Group: B+

Licensing Authority
 SILIGURI



Ajay

LICENCED TO DRIVE ALL OVER INDIA CATEGORY: NT

Ajay Sarkar

<input type="checkbox"/>	Light Motor Vehicle
<input type="checkbox"/>	Medium Goods Vehicle
<input type="checkbox"/>	Medium Passenger Motor Vehicle
<input type="checkbox"/>	Heavy Goods Vehicle
<input type="checkbox"/>	Heavy Passenger Vehicle
<input type="checkbox"/>	Auto Rickshaw/Van
<input type="checkbox"/>	Tricycle
<input checked="" type="checkbox"/>	Motor Cycle with gear
<input type="checkbox"/>	Motor Cycle without gear

1. Violation of traffic rules and signals
2. Driving dangerously at excessive speed
3. Driving without valid Registration/Tax Permit
4. Driving without valid and Valid License
5. Driving vehicle exceeding Permitted weight
6. Charge of offence under 104 A.P.C.
7. Refusal to stop when driving a tax auto rickshaw

1. 2. 3. 4. 5. 6. 7.

Major Information of the Deed

Deed No :	I-0711-05249/2020	Date of Registration	09/12/2020
Query No / Year	0711-2001510122/2020	Office where deed is registered	
Query Date	20/11/2020 12:25:09 PM	0711-2001510122/2020	
Applicant Name, Address & Other Details	Jugal Sanghai Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8927917389, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 25,99,26,645/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urbar area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Zilla Parishad Road, Mouza: Dabgram Sheet No - 8, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-132	RS-240	Bastu	Bastu	58 Katha 2 Chatak 37 Sq Ft		8,80,97,992/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
L2	RS-140	RS-230	Commercial Use	Bastu	19 Katha 8 Chatak		7,38,23,384/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
L3	RS-135	RS-240	Bastu	Bastu	6 Katha 14 Chatak		1,04,10,988/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
L4	RS-141	RS-240	Commercial Use	Bastu	12 Katha 11 Chatak		4,80,32,523/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
L5	RS-141	RS-240	Bastu	Bastu	12 Katha 11 Chatak		1,92,13,005/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
L6	RS-139	RS-240	Commercial Use	Bastu	3 Katha		1,13,57,443/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,

L7	RS-138	RS-240	Commercial Use	Bastu	2 Katha 6 Chatak		89,91,310/-	Width of Approach Road: 42 Ft., Adjacent to Metal Road,
TOTAL :					190.2473Dec	0 /-	2599,26,645 /-	
Grand Total :					190.2473Dec	0 /-	2599,26,645 /-	



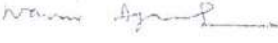
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Ganesh Enclave Private Limited Joyti Nagar, Sevoke Road, P.O:- Siliguri, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001 , PAN No.:: AAxxxxxx9J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Sidhi Ganpati Sidhi Dham, Joyti Nagar, P.O:- Siliguri, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001 , PAN No.:: AExxxxxx9A,Aadhaar No Not Provided by UIDAI, Status :Organization, Status : Not Executed

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Navin Agarwala (Presentant) Son of Ram Lal Agarwal Date of Execution - 27/11/2020, , Admitted by: Self, Date of Admission: 09/12/2020, Place of Admission of Execution: Office	Photo 	Finger Print 	Signature 
		Dec 9 2020 5:38PM	LTI 09/12/2020	09/12/2020
	, Basant Bihar Complex, Sevoke Road, P.O:- Siliguri, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx1L, Aadhaar No: 83xxxxxxxx3482 Status : Representative, Representative of : Ganesh Enclave Private Limited (as Directors)			
2	Mr Sanjay Kumar Garg Son of Late Khusiram Agarwal , Pranami Mandir Road, P.O:- Siliguri, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ADxxxxxx2D, Aadhaar No: 79xxxxxxxx4508 Status : Representative, Representative of : Sidhi Ganpati (as Partners)			

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Ajay Sarkar Son of Mr A Sarkar Sevoke Road, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001			
	09/12/2020	09/12/2020	09/12/2020

Identifier Of Mr Navin Agarwala,

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Private Limited	Sidhi Ganpati-95.991 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Private Limited	Sidhi Ganpati-32.175 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Priyate Limited	Sidhi Ganpati-11.3438 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Private Limited	Sidhi Ganpati-20.9344 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Private Limited	Sidhi Ganpati-20.9344 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Private Limited	Sidhi Ganpati-4.95 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	Ganesh Enclave Private Limited	Sidhi Ganpati-3.91875 Dec

Endorsement For Deed Number : I - 071105249 / 2020

On 09-12-2020

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 17:19 hrs on 09-12-2020, at the Office of the A.D.S.R. BHAKTINAGAR by Mr Navin Agarwala ,

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 25,99,26,645/-

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

Execution is admitted on 09-12-2020 by Mr Navin Agarwala, Directors, Ganesh Enclave Private Limited (Private Limited Company), Joyti Nagar, Sevoke Road, P.O:- Siliguri, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001

Identified by Mr Ajay Sarkar, , Son of Mr A Sarkar, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2020 6:34AM with Govt. Ref. No: 192020210154180011 on 02-12-2020, Amount Rs: 21/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 500609158 on 02-12-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 74,020/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 16200, Amount: Rs.1,000/-, Date of Purchase: 15/10/2020, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 02/12/2020 6:34AM with Govt. Ref. No: 192020210154180011 on 02-12-2020, Amount Rs: 74,020/-, Bank: Union Bank of India (UBIN0530166), Ref. No. 500609158 on 02-12-2020, Head of Account 0030-02-103-003-02



Tapash Kanti Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2020, Page from 140992 to 141027
being No 071105249 for the year 2020.



Digitally signed by TAPASH KANTI
GHOSH
Date: 2020.12.10 17:17:20 +05:30
Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 2020/12/10 05:17:20 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)