

Sl. No. 2348/2021

I-2424

भारतीय गैर न्यायिक

दस
रुपये
रु.10



TEN
RUPEES
Rs.10

INDIA NON JUDICIAL

पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

54AB 896677

for legal purpose

5/12/2021

Anita Aganwal

Executive Aganwal

Partner

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Anita Aganwal
Partner

DEVELOPMENT AGREEMENT



2/17/10897/2021

By Ananta
14/13

07.09.21

ADVISED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION IN THE OFFICE OF THE REGISTRAR AND THE ENDORSEMENT SHEET WILL BE ATTACHED TO THE DOCUMENT AND BE THE PART OF THIS DOCUMENT

Ananta
ANANTA KUMAR SINGH
REGISTRAR

07/09/2021

NON Judicial Stamp

Sl. No. 178 Date 02/03/21

Sold to Indradevi Mitra aka Sdys

of

Rs. 10 (Rupees ten)


Sub Registrar Chitra
Saini Khand
Siliguri Court
L. No. 175 / 2021



Addl. Dist. Sub-Registrar
Siliguri-1, Dt. Darjeeling

07 SEP 2021



STAMPED & SIGNED BY THE SUB-REGISTRAR
FOR THE DEPOSIT OF THE AMOUNT PAID BY
THE APPLICANT IN THE PROCEEDINGS OF
REGISTRATION OF THE DOCUMENT

RECEIVED BY THE SUB-REGISTRAR
ON 07 SEP 2021

Jayashree Anand Agrawal

Signed on 21/9/21

Anita Agrawal

Babita Agrawal

Sitender Agrawal

SHYAM DEVELOPERS

Signature

Partner

SHYAM DEVELOPERS

Sanjiv Agrawala
Partner



THIS AGREEMENT IS MADE ON THIS THE 7th DAY

OF SEPTEMBER TWO THOUSAND AND TWENTY ONE

BETWEEN



Addl. Dist. Sub-Registrar
Siliguri-I, Dt. Darjeeling

07 SEP 2021

Jagdish Prasad Agarwal
Smt. Indra Devi Mitruka
Anita Agarwal
Babita Agarwal
Jitendra Agarwal

SHYAM DEVELOPER

Shyammit Partner
SHYAM DEVELOPER

Satyam Agarwal Partner

A) i) SRI JAGADISH PRASAD AGARWALA (MITRUKA), [PAN AF]PA9199Q], Son of Late Dal Chand Agarwala , Business by occupation, and ii) SMT. INDRA DEVI MITRUKA, [PAN ACDPA6515H], Wife of Sri Jagadish Prasad Agarwala (Mitruka), Housewife by occupation, both Indian by Nationality, Hindu by religion, resident of M.G. Road, Khalpara, Siliguri, P.O.- Siliguri Bazar, & P.S. Siliguri, Pincode-734005, District Darjeeling (W.B.), hereinafter together called the "FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, legal representatives, administrators and assigns) of the "FIRST PART".

B) i) SMT. ANITA AGARWALA, [PAN ACBPA5588J], Wife of Sri Binod Kumar Agarwal, Housewife by occupation, Indian by Nationality, Hindu by religion, resident of 4c Maple View, Shiv Mandir Road, Vivekanandapally, Pincode-734001, District Jalpaiguri (W.B.), ; ii) SMT. BABITA AGARWAL [PAN AF]PA2293R], Wife of Sri Ashok Agarwala, Housewife by occupation, Indian by Nationality, Hindu by religion, resident of Shyam Vatika, 3rd Mile, Sevoke Road, Shyam Mandir, District Darjeeling, Pincode-734001, (W.B.), and iii) SRI JITENDRA AGARWAL [PAN ACCPA3050A], son of Late Mohan Lal Agarwal, Business by occupation, Indian by Nationality, Hindu by religion, resident of 8a Ridhi Sidhi Height, Bishnu Rabha Path, Guwahati, Belotola Kamrup, Pincode-781028, (Assam), hereinafter together called the " SECOND PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, legal representatives, administrators and assigns) of the "SECOND PART".



Principal Amount
30,00,000/-

Arinda Agarwal

AND
Balita Agarwal
flooda Agarwal.

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Partner
Sajib Agarwal

C)M/S. SHYAM DEVELOPERS [PAN AELFS4284H], a Partnership Firm, having principal office at 3rd Floor, Asmi Kunj(B), Jatin Das Sarani, Ashrampara, Near Jewel Athletic Club, Post Office and Police Station Siliguri, PIN 734001 District Darjeeling, in the State of West Bengal, and hereinafter referred to as "THIRD PARTY " (which term and expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include its partners, successors in office, administrators, representatives and assigns) represented by two of its partners, 1. SRI OMPRAKASH AGARWAL, Son of Late Puran Chand Agarwal, Hindu by religion, Businessman by occupation, Indian by nationality, resident of Shiv Mandir Road, Punjabi Para, Post Office and Police Station Siliguri, PIN 734 001, District Darjeeling (W.B.) 2.SRI SANJIB AGARWALA, Son of Late Amilal Agarwala, Hindu by religion, Business by occupation, Indian by nationality, resident of 55, M.R.Road, Khalpara, Ward No. 08, Siliguri(M.Corp), Dist. Darjeeling, Siliguri Bazar, (W.B.) of the "THIRD PART".



The First Party and Second Party are hereinafter individually referred to as such and together known as Landowners;
The Third Party is hereinafter individually referred to as Developer.
The First to Third Parties are hereinafter together referred to as 'Parties'.

Signature of Ananda Agastwal
Date: 14/01/2024

Ananda Agastwal

Balika Agastwal

Ahanda Agastwal

SHYAM DEVELOPERS

Signature
Partner

SHYAM DEVELOPERS

Signature
Partner

A.

WHEREAS one MANGAL CHANDRA PARAKH was the recorded owner of the land appertaining to R.S. Plot No. 8486 of Mouza - Siliguri recorded in R.S. Khatian No. 2395 in the District of Darjeeling.

AND WHEREAS the above MANGAL CHANDRA PARAKH possessing the aforesaid land died intestate leaving behind his following legal heirs to inherit all his movable and immovable properties:

- | | |
|------------------------|-------------------|
| 1. SMT CHAMPA DEVI | (WIFE) |
| 2. SMT SOOWALI DEVI | (DAUGHTER) |
| 3. SMT KESHAR DEVI | (DAUGHTER) |
| 4. SRI HANSRAJ PAREKH | (SON) |
| 5. SMT SANTU DEVI | (DAUGHTER) |
| 6. SMT SURAJ DEVI | (DAUGHTER) |
| 7. SMT RATNI DEVI | (DAUGHTER IN LAW) |
| 8. SRI JAYCHAND PAREKH | (SON) |



AND WHEREAS inheriting the aforesaid landed property the above named SMT CHAMPA DEVI, SMT SOOWALI DEVI, SMT KESHAR DEVI and SRI HANSRAJ PAREKH jointly transferred land measuring 12 Katha 6 chattak or 20 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Gift executed in favor of RAJESH KUMAR PARAKH registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 75, Pages 183 to 189, Document No. 5293 for the year 1977.

Jaychand Parakh Agamwala

11/12/1977

Anita Agamwala

Baljit Agamwala

Shankar Agamwala

SHYAM DEVELOPERS

Shyamwala
Partner

SHYAM DEVELOPERS

Sanjib Agamwala
Partner

AND WHEREAS inheriting the aforesaid landed property the above named SMT SANTU DEVI, SMT SURAJ DEVI, SMT RATNI DEVI and SRI JAYCHAND PAREKH jointly transferred land measuring 12 Katha 6 chattak or 20 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Gift executed in favor of KAMAL KUMAR PARAKH registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 74, Pages 226 to 233, Document No. 5292 for the year 1977.

B.

AND WHEREAS the above named KAMAL KUMAR PARAKH sold and transferred aforesaid land measuring 12 Katha 6 chattak or 20 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of HARI KRISHNA BUDHIA registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 47, Pages 265 to 276, Document No. 2248 for the year 1985.

AND WHEREAS the above named RAJESH KUMAR PARAKH sold and transferred aforesaid land measuring 12 Katha 6 chattak or 20 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of HARI KRISHNA BUDHIA registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 47, Pages 253 to 264, Document No. 2247 for the year 1985.

for me's husband
for me's husband
Anita Agarwal
Babita Agarwal
Indra Agarwal
SHYAM DEVELOPERS
Agarwal
Partner
SHYAM DEVELOPER:
Sayib Agarwal
Partne

AND WHEREAS by virtue of aforesaid two separate Deeds of Conveyances the above named HARI KRISHNA BUDHIA became the absolute owner of the aforesaid land measuring 24 Katha 12 chatak or 40 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling.

C.

AND WHEREAS the above named HARI KRISHNA BUDHIA sold and transferred a part of the aforesaid land measuring 3 Katha or 4.95 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of INDRA DEVI AGARWAL (MITRUKA) registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 77, Pages 77 to 86, Document No. 4016 for the year 1991.

AND WHEREAS the above named INDRA DEVI AGARWAL (MITRUKA) and transferred the aforesaid land measuring 3 Katha or 4.95 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Gift executed in favor of her husband JAGADISH PRASAD AGARWAL (MITRUKA) registered in the Office of the Additional District Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 88, Pages 381 to 388, Document No. 5185 for the year 1999.

D.

AND WHEREAS the above named HARI KRISHNA BUDHIA also sold and transferred a part of the aforesaid land measuring 3 Katha or 4.95 Decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of DROUPADI DEVI AGARWAL registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. 1, Volume No. 77, Pages 87 to 95, Document No. 4017 for the year 1991.

E.

Jagdish Prasad Agarwal

Srijub Agarwal

Anita Agarwal

Balita Agarwal

Shyam Developers

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Srijub Agarwal
Partner

AND WHEREAS the above named DROUPADI DEVI AGARWALA exchanged her aforesaid land with the some other land of the above named JAGADISH PRASAD AGARWAL (MITRUKA) by virtue of a Deed of Exchange executed registered in the Office of the Additional District Sub - Registrar, Siliguri, recorded in the Book No. I, Volume No. __, Pages __ to __, Document No. 5191 for the year 1999.

AND WHEREAS the above named JAGADISH PRASAD AGARWAL (MITRUKA) by virtue of his aforesaid Deed of Gift being Document No. 5185 for the year 1999 and by virtue of aforesaid Deed of Exchange being Document No. 5191 for the year 1999 became the absolute owner of the land measuring 6 Kathas or 9.9 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling.

AND WHEREAS possessing the aforesaid land the above named JAGADISH PRASAD AGARWAL (MITRUKA) duly mutated the said land in his name with the office of the B.L.&L.R.O, Siliguri vide Mutation Case No. 1902/IX-II/13-14 dated 07/07/2014 (for land measuring 3 katha) and Siliguri Municipal Corporation, Siliguri also mutated the aforesaid land in his name in its records and Holding No. 643/4/78/62 and 643/5/78/62 was allotted to him.

F.

AND WHEREAS the above named HARI KRISHNA BUDHIA also sold and transferred a part of the aforesaid land measuring 2 Katha 8 Chattak appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of INDRA DEVI AGARWAL (MITRUKA) registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. I, Volume No. 77, Pages 69 to 76, Document No. 4015 for the year 1991.

Indra Devi Agarwal

11/05/1994

Anita Agarwal

Babita Agarwal

Indra Agarwal

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Partner

AND WHEREAS possessing the aforesaid land the above named **INDRA DEVI AGARWAL (MITRUKA)** duly mutated the said land in her name with the office of the B.L.&.L.R.O, Siliguri vide Mutation Case No. 1901/IX-II/ 13-14 dated ___/___/___ and Siliguri Municipal Corporation, Siliguri also mutated the aforesaid land in her name in its records and Holding No. 643/10/78/62 was allotted to her.

G.

AND WHEREAS the above named **HARI KRISHNA BUDHIA** also sold and transferred a part of the aforesaid land measuring 2 Katha or 3.3 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of **BABITA DEVI AGARWAL** registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. I, Document No. 4018 for the year 1991.

AND WHEREAS possessing the aforesaid land the above named **BABITA DEVI AGARWAL** duly mutated the said land in her name with the office of the B.L.&.L.R.O, Siliguri vide Mutation Case No. IX-II/7 of 94-95 dated 06/05/1994 and Siliguri Municipal Corporation, Siliguri also mutated the aforesaid land in her name in its records and Holding No. 643/8/78/62 was allotted to her.

H.

AND WHEREAS the above named **HARI KRISHNA BUDHIA** also sold and transferred a part of the aforesaid land measuring 2 Katha or 3.3 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of **ANITA DEVI AGARWAL** registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. I, Document No. 4019 for the year 1991.



Signature of Anurag Agarwal

Signature of Anurag Agarwal

Signature of Anurag Agarwal

Signature of Anurag Agarwal

Signature of Anurag Agarwal

SHYAM DEVELOPERS

Signature of Anurag Agarwal

Partner

SHYAM DEVELOPERS

Signature of Anurag Agarwal
Partner

AND WHEREAS possessing the aforesaid land the above named ANIYA DEVI AGARWAL duly mutated the said land in her name with the office of the B.L.&L.R.O, Siliguri vide Mutation Case No. IX-II/6 of 94-95 dated 06/05/1994 and Siliguri Municipal Corporation, Siliguri also mutated the aforesaid land in her name in its records and Holding No. 643/6/78/62 was allotted to her.

1.

AND WHEREAS the above named HARI KRISHNA BUDHIA also sold and transferred a part of the aforesaid land measuring 2 Katha 1 Chattak or 3.4 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Conveyance executed in favor of MOHAN LAL AGARWAL registered in the Office of the Sub - Registrar, Siliguri, recorded in the Book No. I, Document No. 4022 for the year 1991.

AND WHEREAS possessing the aforesaid land the above named MOHAN LAL AGARWAL also died intestate leaving behind them the following legal heirs:-

SEEMA AGARWAL (DAUGHTER)

2. JITENDRA AGARWAL (SON)

to inherit all their movable and immovable properties.

AND WHEREAS inheriting her 50% aforesaid share in the aforesaid total land 3.4 decimal, the above named SEEMA AGARWAL gifted and transferred her entire share of the aforesaid land measuring 1.7 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling by virtue of a Deed of Gift executed in favor of her brother JITENDRA AGARWAL registered in the Office of the Additional District Sub - Registrar, Siliguri, recorded in the Book No. I, Document No. 2326 for the year 2019.

Jagdish Prasad Agarwal

10/10/2021

Anita Agarwal

Babita Agarwal

Jitendra Agarwal

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Sonjo Agarwal
Partner

AND WHEREAS as such the above named **JITENDRA AGARWAL** became the absolute owner of the land measuring 3.4 decimal appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling after the demise of his father **MOHAN LAL AGARWAL**.

AND WHEREAS as stated herein above the above named Jagdish Prasad Agarwal (Mitruka), Indra Devi Agarwal (Mitruka), Babita Devi Agarwal, Anita Devi Agarwal And Jitendra Agarwal became the absolute owners of the aforesaid land measuring 14 Katha 9 Chattak appertaining to R.S. Plot No. 8486 of R.S. Khatian No. 2395, Mouza Siliguri in the District of Darjeeling as stated herein above and an Agreement for Amalgamation was executed in between them for Joint Building Plan on the ___th _____ 2021 thereby making it one single larger piece of land measuring 14 Katha 9 Chattak.

NAME	DEED NO. AND YEAR	AREA
JAGADISH PRASAD AGARWAL (MITRUKA)	A. DEED OF GIFT DOCUMENT NO. I-5185 for the year 1999	3 KATHA
	B. Deed of Exchange Document No. I-5191 for the year 1999.	3 KATHA
INDRA DEVI AGARWAL (MITRUKA)	Deed of Conveyance Document No. I-4015 for the year 1991.	2 KATHA 8 CHATTAK
BABITA DEVI AGARWAL	Deed of Conveyance Document No. I-4018 for the year 1991.	2 KATHA
ANITA DEVI AGARWAL	Deed of Conveyance Document No. I-4019 for the year 1991.	2 KATHA
JITENDRA AGARWAL	A. Deed of Conveyance Document No. I-4022 for the year 1991.	1 KATHA 0.5 CHATTAK (BY WAY OF INHERITANCE)
	B. Deed of Gift Document No. I- 2326 for the year 2019	1 KATHA 0.5 CHATTAK (BY WAY OF GIFT)
	TOTAL	14 KATHA 9 CHATTAK

Praveen Kumar

10/02/2015

Anita Agarwal

Balita Agarwal

Shyam Developers

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Sayib Agarwal
Partner

AND WHEREAS for the purpose of an integrated development of the said Scheduled Land, the Parties hereto has decided to develop the said Scheduled Land by constructing a real estate project thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, they were looking for a prospective Developer to construct the same.

AND WHEREAS the Third Party being an expert in the field of real estate approached the First Party and Second Party to develop the said Scheduled Land by constructing a real estate project thereon, to which the First Party and Second Party has agreed on the terms and conditions stated hereunder.

NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

1. Subject Matter of Agreement

1.1. Development and Commercial Exploitation of the said Schedule Land:

Terms and Conditions agreed between Land Owner and Developer with regard to development and commercial exploitation of the land measuring 14 Katha 9 Chattak, more or less, situated within Mouza Siliguri, P.O. and P.S. Siliguri more particularly described in Schedule 'A' hereinbelow.

2. Representations, Warranties and Background

2.1. Landowner's Representations :

2.1.1. The Landowners, by virtue of land purchased by each of them from time to time, is collectively the legal and rightful Owner being absolutely seized and possessed of and well and sufficiently entitled to land constituting the Schedule Land more particularly described in Schedule A. There is no claim or interest and/or demand over in respect of the Schedule Land and/or any portions thereof.



Pragathi Bank

14/5/2019

Anil Agarwal

Pragathi Agarwal

Pragathi Agarwal

SHYAM DEVELOPER

Shyam

Partne

SHYAM DEVELOPERS

*Shyam Agarwal
Partner*

2.1.2. **No Dispute Relating to Statutory Outgoings** : The said Scheduled Land is free from all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement which have been paid/are payable in full by the Landowners.

2.1.3. **No Previous Agreement** : Save as expressly mentioned in this Agreement, the Landowners have not dealt with their rights in the said Scheduled Land in any manner nor created any right, title or interest therein in favor of any third party in any manner whatsoever or howsoever and has/have not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development, assignment etc. in respect of the said Scheduled Land save as expressly mentioned herein.

2.1.4. **No Attachment** : The rights of the Landowners in the said Scheduled Land never was or is subject to any attachment under the Public Demands Recovery Act, 1913 or the Income Tax Act, 1961 or any other statute for the time being in force and there are no certificate cases or proceedings pending against the said Scheduled Land.



2.1.5. **No Investigation** : The rights of the Landowners in the said Scheduled Land is not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the rights of the Landowners in the said Schedule Land by any authority, governmental body, department, board or agency etc. which may in any manner affect or impact the rights of the Landowners in the said Scheduled Land and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.

Jyoti's Beddani

Ujjwal Beddani

Anita Agarwal

Rachita Agarwal

Shyam Beddani

SHYAM DEVELOPERS

Shyam Beddani

Partner

SHYAM DEVELOPERS

Sanjiv Agarwal
Partner

2.1.6. **Compliances Made :** Compliances are being made and shall have at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the said Scheduled Land, its occupation, possession, use etc. and the Landowners shall continue to make such compliances in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.

2.1.7. **No Prejudicial Act:** The Landowners shall not transfer or alienate their rights in the said Scheduled Land or cause any matter which may prejudicially or adversely affect, hinder, impair the right of the Developers in the said Scheduled Land for its sole purpose of development under the specific terms of this Agreement.



2.2 Landowner's Obligations :

2.2.1 The Landowner's 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/ part payment or full consideration money, and sign, execute and register proper Deed of Sale/Conveyance in the units constructed on the said Scheduled Land.

2.2.2 The Landowners hereby agree to sign, execute and register General Power of Attorney or conveyances as required by the Developer in favor of the Developer and/or its nominees for selling, accepting advance/part payment or full consideration for the saleable area in the units constructed on the said Scheduled Land.

Jyoti Bhandari

Responsible

Anita Agarwal

Balita Agarwal
Shreya Agarwal

SHYAM DEVELOPERS

Shyam
Partner

SHYAM DEVELOPERS
Sanjay Agarwal
Partner

2.3 Developer's Representations;

2.3.1 Infrastructure, Expertise and Financial Capacity of Developer : The Developer are carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field. Further, the Developer has adequate financial capacity to carry out and complete the entire development process as per sanctioned building plan and representations made to prospective customers of flats in brochures or any other advertisement material.

2.3.2. Plea for Non-Completion : The Developer shall not at any point take plea that the development in the said Schedule Land cannot be carried out due to lack of financial capacity including any cost enhancement (arising out of escalation in prices of materials, labor, fuel, etc.) in completing the said project in habitable condition.

2.3.3 Developer has Authority : The Developer have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

2.4 Developer's Right: The Developer is fully authorized to develop the scheduled land by constructing units on the said Scheduled Land and deal with prospective purchasers of such space/units/area as it deems fit and proper. The Developer is entitled to enter into agreement for sale with intending purchasers for the entire constructed saleable area of the units constructed on the said Scheduled Land and collect and retain the entire consideration money/ advances and other payments there from at any stage and for the purpose of entering into such agreement or to execute and

Jyoti Aggarwal

Sangita Aggarwal

Anika Aggarwal

Balika Aggarwal

Shyam Aggarwal

SHYAM DEVELOPERS

Shyam Aggarwal
Partner

SHYAM DEVELOPERS

Sanjiv Aggarwal
Partner

register proper Deed of Sale/ Conveyance along with handover of different units constructed to the intending purchaser/s, it shall not be obligatory on the part of the Developer to obtain any further consent of the Landowners and this Agreement by itself shall be treated as Landowners' consent provided the Developer shall comply with all other obligations of the Developer to the Landowners under this Agreement.

2.5 Decision to collaborate for Development : The Developer have collaborated with the Landowners for the purpose of development of the project in the said Scheduled Land.

2.6 Final Terms & Conditions : Pursuant to the above and relying on the representations made by the Parties to each other and the terms agreed upon by the Parties, the final terms and conditions for the said Project (defined in Clause 3.1) are being recorded by this Agreement.

3. Basic Understanding

3.1 Salient Features of Said Project : It has been agreed between the Landowners and the Developer that the said Scheduled Land shall be developed by constructing thereon ready-to-use residential building with common amenities and facilities (collectively Said Complex and individually Block) and commercially exploiting the Said Complex for the benefit of the Parties hereto (such development and commercial exploitation collectively said Project). The other salient features of the Said Project shall be as follows :

Jyoti Subramanian

20/06/2019

Anita Agarwal

Balita Agarwal

Shyam Agarwal

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Sajib Agarwal
Partner

3.1.1 Commercial Exploitation of the Said Complex : The said Complex shall be commercially exploited by transferring the independent flats with amenities in the Said Complex (units) to prospective transferees [collectively Transferees, which expression includes, without limitation or exception all persons who agree to buy Units and shall include the Developer for the unsold units in the Said Complex at the end of the Said Project.

3.1.2 Construction as per Building Plan : The Developer shall at its own cost get sanctioned from the concerned sanctioning authority (after having received all consents, licenses, permissions, authorizations, certifications, registrations and/or approvals from requisite Government Departments or authorities, such as Fire and Safety Department, Department of Telecom, Airport Authority of India, any other department as applicable and pertaining to the requirement for development of the Said Project) a building plan for construction of the said Project.

3.1.3 Costs of Development : The Developer shall bear and pay all costs and expenses of and relating to the Said Project and shall have absolute right and full authority to appoint consultants, advisors, contractors, sub-contractors, agents, sub-agents etc.



Jagdish Prasad Agrawal
8001200111250

Anita Agrawal

Balita Agrawal

Pratika Agrawal

SHYAM DEVELOPERS

Pratika Agrawal
Partner

SHYAM DEVELOPERS

Sanjiv Agrawal
Partner

4. Appointment and Commencement

4.1 Appointment and Acceptance : The Parties hereby accept the Basic Understanding between them as recorded in Clause 3 above and all other terms and conditions concomitant thereto. Consequent thereto, the First Party and Second Party hereby appoints the Third Party as the developer of the said Schedule Land with the right of execution and implementation of the Said Project and the Third Party hereby accepts the said appointment by the First Party and Second Party.

4.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of this Agreement and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

5. Sanction & Construction

5.1 Survey & Measurement: The said Premises has been surveyed and measured jointly by the Parties and the measurements given in Schedule 'A' of this Agreement are final.

5.2 Architect & Consultants : The Developer shall appoint and pay the professional fee, supervision charges, all costs and expenses of the Architect and/or any other consultant engaged in connection with construction work of the said Project and the Landowners shall have no liability or responsibility in respect thereof.

[Handwritten signature]

[Handwritten signature]

Anita Agarwal

Balbir Aggarwal

[Handwritten signature]

SHYAM DEVELOPERS

[Handwritten signature]
Partner

SHYAM DEVELOPERS

[Handwritten signature]
Partner

5.3 Statutory Compliances : The Developer shall ensure and shall pay all statutory liabilities relating to development of the said Project on a timely basis which includes but is not limited to Labour Laws, Service Tax - Direct or on Reverse Charge, Income Tax or any other law or Act in force either presently or in the future. Further, the Developer shall attend to all assessments/proceedings/notices raised under any law or Act in relation to development of the project and the Landowners shall have no liability or responsibility in respect thereof. However, the Income Tax liability pertaining to the Landowners as Capital Gains or otherwise by virtue of this agreement and any TDS liability against the sale proceeds received against Landowners allocation shall be the responsibility of the Landowners.

5.4 Construction as per specification: The Developer shall, at its own cost, risk and responsibility, construct, erect and complete the said Complex by adhering to the sanctioned plans, common to all Units of the said Complex.

5.5 Completion Time : With regard to completion of said Project, it has been agreed between the parties that subject to Force Majeure (defined in Clause 18 below) , the Developer shall construct the said Project within a period of 36 (Thirty Six) months, i.e. Completion Time, from the date of approval of Building Plan. The word 'completion' and its grammatical variants shall mean habitable and tenantable state with water supply, sewage connection, electrical installation and all other facilities / amenities as be required to be provided to make the units ready for use and occupation with completion certificate issued by Architect.

Jayaramsinh Bhanubhai Agrawal

16/06/2022

Anita Agrawal

Bhairav Agrawal

Shyam Agrawal

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Sajib Agrawal
Partner

5.6 Common Portions : The Developer shall, at its own costs, install and erect in the said Complex, the common areas and amenities such as Stairways, Lifts, Firefighting Apparatus, Passages, Driveways, Common Lavatories, Electric Meter Spaces, Pump Rooms, Reservoirs, Overhead Water Tanks, Water Pumps And Motors, Water Connection, Drainage And Sewerage Connection, Community Facility , Recreational and other facilities required for establishment, enjoyment maintenance and management of the said Complex (collectively Common Portions).

5.7 Building Materials : The Developer shall apply for and obtain at its own costs, quotas, entitlements and allocations for Cement, Steel, Bricks and other building materials and inputs required for construction of the said Complex and the Landowners shall have no liability or responsibility therefore. It is clarified that the Landowners shall not interfere under any circumstances in the procurement of the building materials by the Developer in respect of construction of the said Complex. It is further clarified that the Developer shall not delay or constraint in the procurement of the aforesaid construction materials as it may lead to delay in completion time except as for force majeure (defined in Clause 18 below).

5.8 Temporary Connection : The Developer shall apply for and obtain at its own costs, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection, if any, at the said Scheduled Land, upon payment of all usage and other applicable charges and the Landowners shall have no liability or responsibility therefore.

Jyoti's hand stamp

11/05/2021

Anita Agrawal

Babita Agrawal

Shyam Agrawal

SHYAM DEVELOPERS

Signature

Partner

SHYAM DEVELOPERS

Sanjiv Agrawal
Partner

5.9 Modification : Any amendment or modification to the building plan may be made or caused to be made by the Developer. Cost of such modification shall be borne entirely by the Developer and the Developer shall not be entitled to seek extension of the completion time on ground of such modifications of the subsequent approvals of the same from the relevant authorities.

5.10 Co-operation: Neither party shall indulge in any activity that may be detrimental to the said project and / or which may affect the mutual interest of the parties. The parties shall provide all cooperation that may be necessary for successful completion of the said project.

6. Powers and Authorities

6.1 Power of Attorney: The Landowners shall sign, execute and register a General Power of Attorney in favour of the partners of the Developer, M/s. SHYAM DEVELOPERS for the purpose of [a] getting the building plan sanctioned along with sanctioning and obtaining the LUCC(Land Use Compatibility Certificate), Fire License, Aviation, NOC or any documents related to building plan sanction from the Authorities concerned in this regards, [b] construction of the said complex and compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder and [c] 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 or full consideration money from such sale from intending purchasers, also sign, execute and register Deed of Conveyances/ Sale in favor of such intending purchasers).

Jagdish Prasad Agarwal
1952

Indra Agarwal

Babita Agarwal

Anita Agarwal

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Sanjiv Agarwal
Partner

6.2 Further Acts: Notwithstanding grant of the General Power of Attorney, the Landowners hereby undertakes to execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this agreement, as and when necessary, all papers, documents, plans etc. that may be necessary.

7. Consideration & Receipts

7.1 Landowner's Allocation : In consideration of the Landowners allowing the Developer to develop the said Scheduled Land, the Developer shall remit 52% of the sale proceeds received by it from the sale of total saleable area in the said Complex to be constructed on the said Scheduled Land in the following manner:

NAME OF PARTY	PERCENTAGE OF LANDOWNER'S SHARE OF PROCEEDS (%)
JAGADISH PRASAD AGARWAL (MITRUKA)	21.42
INDRA DEVI AGARWAL (MITRUKA)	8.93
BABITA DEVI AGARWAL	7.14
ANITA DEVI AGARWAL	7.14
JITENDRA AGARWAL	7.37
TOTAL	52.00



Sanjay Aggarwal

Sanjay Aggarwal

Anita Aggarwal

Balika Aggarwal

Sanjay Aggarwal

SHYAM DEVELOPERS

Sanjay Aggarwal

Partner

SHYAM DEVELOPERS

Sanjay Aggarwal
Partner

7.2 Developer's Allocation : The Developer shall receive 40 % of the total proceeds from the sale of units constructed on the scheduled land.

8. Sale, Marketing and Project Finance

8.1 Sale of Units : The Developer shall be entitled to deal with / transfer the

Units and parking space in the said complex. It is however clarified that the Developer alone shall be entitled to receive and appropriate from intending Purchasers/Transferees all deposits and extra charges including [1] charges for Transformer, Electricity Line Cost, Electric Equipment and Cabling, [2] charges for other amenities, collapsible gates if provided [3] deposits and advance for maintenance charges and [4] GST charges as applicable on the sale of units and parking space on the units constructed on the said Scheduled Land. For permanent electric connection to the Unit/s, the Transferees shall pay the deposits demanded by W.B.S.E.D.C.L and / or other agencies. It is however clarified that the said charges are irrespective of the Developer's/ Owner's allocation and the same shall not be treated as consideration of the saleable area.

8.2 Marketing : The parties shall in due course evolve and agree upon the methodology and standard operating procedure of marketing of their respective allocations and such agreement, when arrived at and recorded, shall be deemed to have been incorporated in this agreement and made a part hereof.



Signature of Anika Agarwal
16/05/2024

Anika Agarwal

Signature of Rakita Agarwal

Rakita Agarwal

SHYAM DEVELOPERS

Signature of Partner

Partner

SHYAM DEVELOPERS

Signature of Partner
Partner

8.3 Insurance : The Developer shall be entitled to take coverage of insurance of the buildings or any part or portion thereof or any building material and / or workmen during the construction work. The Developer shall be responsible for payment of all premiums thereof and then shall be the beneficiary of such insurance policy.

9. Taxes and Outgoings

9.1 Relating to Period Prior to Possession : All municipal taxes, land revenue and outgoings (collectively taxes) on the said Scheduled Land relating to the period till the date of the Developer commencing construction on the Said Scheduled Land in terms of this agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners . It is made specifically clear that all taxes outstanding up to such date shall remain the liability of the Landowner and such dues shall be borne and paid by the Landowners as and when called upon by any Statutory Authority.



9.2 Relating to Period After Possession: All taxes on the said Scheduled Land relating to the period after the date of Developer commencing the construction on the said Scheduled Land in terms of this agreement and till possession date shall be borne, paid and discharged by the Developer. It is made specifically clear that all taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer as and when called upon by any Statutory Authority.

Jyoti Butwala

14/03/2021

Anita Agarwal

Bealita Agarwal

Silendra Agarwal

SHYAM DEVELOPERS

Agarwal

Partner

SHYAM DEVELOPERS

Sayib Agarwal

9.3 Relating to a Period after Transfer/Booking: On and from the Transfer/Booking, the Transferees shall pay the Taxes applicable to their respective Units.

10. Maintenance Scheme

10.1 Maintenance : The Developer shall frame a scheme for the management and administration of the said Complex.

10.2 Maintenance Charge : As and from the Transfer Date, the Transferees shall become responsible for proportionate payment of all charges for maintenance and upkeep of the common portions in the said Complex (Maintenance Charge). The maintenance charge shall be fixed by the Developer and till such maintenance and upkeep is handed over to the Association, the Developer or an agency nominated by the Developer to discharge the functions of maintenance and upkeep shall collect the maintenance charge.

11. Common Restrictions

11.1 Applicable to all : All Transferees shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the said Complex.



Jyoti Prasad Bhandari

S. S. Solanki

Anita Agarwal

Balita Agarwal

Flordia Agarwal

SHYAM DEVELOPERS

SHYAM DEVELOPERS
Partner
Sanjiv Agarwal
Partner

12. Indemnity

12.1 **By Developer :** The Developer hereby indemnifies and agrees to keep the Landowners saved, harmless and indemnified of, from and against any and all actions, suits, costs, proceedings, claims losses, damages or liabilities (whether criminal or civil) that the Landowners may suffer in relation to the said project and / or to the development of the said Scheduled Land and / or to the construction of the said Complex and / or defects therein and those resulting from breach of this Agreement by Developers, including any act of neglect or default of Developer's consultants, employees and / or Developer's Transferees and any breach resulting in any successful claim by any third party in connection with the above or non-compliance of any statutory laws or violation of any permission, rules, regulations or bye-laws or arising out of any construction related accident or otherwise.

12.2 **By Landowners :** Landowners hereby indemnifies and agrees to keep Developer saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claims losses, damages or liabilities (whether criminal or civil) suffered by Developer in relation to any defect in rights of Landowners in the said Scheduled Land and / or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by Landowners, including any act of neglect or default of Landowner's consultants, employees and / or Landowner's Transferees and any breach resulting in any successful claim by any third party in connection with the above.



Pragati Shiksha
14/5/2023

Anita Aggarwal

balita Aggarwal
Sandeep Aggarwal

SHYAM DEVELOPERS

Partner

SHYAM DEVELOPERS

Sanjay Aggarwal
Partner

13. Miscellaneous.

- 13.1 Parties Acting Under Legal Advice : Each party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other party shall not be responsible for the same.
- 13.2 Essence of Contract : Landowners and Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.
- 13.3 Documentation : Developer shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this Agreement. Landowner shall however pay legal fees and other professional charges for any advice not common to interest of the parties in the said project.
- 13.4 Valid Receipt : Landowner shall pass valid receipts of all amounts paid under this Agreement.
- 13.5 No Implied Waiver : Failure or delay by either party to enforce any right under this Agreement shall not amount to an implied waiver of any such right.



Jayashankar Bhowmik

10/02/2021

Anil Kumar

Balita Agastya

Sitender Agastya

SHYAM DEVELOPERS

Agastya

Partner

SHYAM DEVELOPERS

Sanjiv Agastya
Partner

13.6 Further Acts : It is hereby clearly understood and agreed by and between the Landowners and the Developer that if any act, deed or thing is required to be done or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or West Bengal Housing Industry Regulation Act, 2017, it shall be joint responsibility of the Landowner and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and rules framed thereunder from time to time and for such purpose the Landowners and the Developer shall co-operate with each other at all times hereafter.

13.7 No Demise or Assignment : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Scheduled Land or any part thereof to Developer by the Landowners or as creating any right, title or interest therein in favour of Developer except to develop the said Scheduled Land in terms of this Agreement.



14. Termination

14.1 No Termination : None of the parties shall be entitled to cancel or rescind this Agreement without recourse to Arbitration. In the event or any default on the part of either party, the other party shall be entitled to claim specific performance of this Agreement and also for damages and the parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

Signature of Ananta

Signature of Ananta

Anita Agarwal

Balita Agarwal

Signature of Ananta

SHYAM DEVELOPERS

Agarwal Partner

SHYAM DEVELOPERS

Signature of Ananta Partner

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous discussions/correspondence and Agreements between the parties, oral or implied but does not impact any correspondence or Agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement and shall govern and bind the parties.

16. Copies

16.1 All Originals : Only one copy of this Agreement is being executed which shall be registered and the original of such registered copy shall be retained by Developer i.e. Third Party and shall be the property of Developer. The Landowners i.e. First Party and Second Party shall have a certified copy of the registered Agreement.

17. Supersession : This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous discussions/correspondence and Agreements between the parties, oral or implied but does not impact any correspondence or Agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement and shall govern and bind the parties.

18. Force Majeure

18.1 Meaning of Force Majeure : The parties shall not be held responsible for any consequences or liabilities under this Agreement if the parties are prevented in meeting the obligation under this Agreement by reason [1] acts of god [2] acts of nature.



Signature of Anita Aggarwal
20/01/2021

Anita Aggarwal

Balita Aggarwal

Flavia Aggarwal

SHYAM DEVELOPERS

Signature of Sajib Aggarwal
Partner

SHYAM DEVELOPERS

Sajib Aggarwal
Partner

18.2 **Saving due to force Majeure** : If either party is delayed in or prevented from performing any of their / its obligations under this Agreement by any event of force majeure, such party shall be deemed not to have defaulted in the performance of their / its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly.

19. Severance

19.1 **Partial invalidity** : If any provisions of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provisions to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.2 **Deletion of invalid Provision**: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.



Jagan Mohan Reddy

14/02/2024

Anita Agarwal

Radha Agarwal

Shruti Agarwal

SHYAM DEVELOPERS

Shyam Developers
Partner

SHYAM DEVELOPERS

Sanjiv Agarwal
Partner

19.3 Reasonable endeavor for substitution : The parties agree, in the circumstances referred above, to use all reasonable endeavor to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

20. Reservation of Rights :

20.1 Right to Waive : Any term or condition of this Agreement may be waived at any time by the party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such party.

20.2 Forbearance : No forbearance, indulgence or relaxation or inaction by any party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provisions.

20.3 No Waiver : Any waiver or acquiescence by any party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and / or position other than as expressly stipulated in this Agreement.



Jyoti Bhandarkar

Shruti Agawal

Anita Agawal

Rohita Agawal

Shruti Agawal

SHYAM DEVELOPERS

SHYAM DEVELOPERS
Partner

Sayub Agawal

20.4 No Continuing Waiver : A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either party to require due and punctual performance of any obligation by the other party shall constitute a waiver of such obligation of the other party or the due and punctual performance thereof by such other party and it shall not in any manner constitute a continuing waiver and / or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such party may otherwise have in law or in equity.

21. Amendment / Modification

21.1 Express Documentation : No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties an expressly referring to the relevant provision of this Agreement.

22. Notice

22.1 Mode of Service : Any legal notice for default under this Agreement (Notice) or other written communication given under or in connection with this Agreement (Communication) may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due to the proper address and for the attention of the relevant party (or such other address as is notified in the manner mentioned in this Clause by each party from time to time).



Jagdish Kumar

10/02/2018

Anita Agarwal

Basit Agarwal

Sandeep Agarwal

SHYAM DEVELOPERS

SHYAM DEVELOPERS
Partner

SHYAM DEVELOPERS

Sanjiv Agarwal

22.2 Time of Service : Any notice or communication shall be deemed to have been served [1] if delivered personally, at the time of delivery [2] if sent by facsimile transmission, at the time of transmission (if sent during business hours) or at the beginning of business hours next following the time of transmission (if not sent during business hours), in the place to which the facsimile was sent and [3] if sent by registered post, on the 4th day of handing over the same to the postal Authorities.

22.3 Proof of Service : In providing such service it shall be sufficient to prove that personal delivery was made or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the Notice or communication showing the recipient's facsimile number and the number of pages transmitted or in the case of registered post, that notice or communication was properly addressed and delivered to the postal Authorities.

22.4 Electronic Mail : Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

23. Arbitration

23.1 Referral of disputes to Arbitration : Any and all disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Landowners and the Developers (collectively disputes), shall be referred to and finally resolved by Arbitration by an Arbitrator in terms of the Arbitration and Conciliation Act, 1996. The interim/final award given by the Arbitrator shall be binding on the parties hereto.



Signature of Anil Agarwal
10/05/2021

Anil Agarwal

Beeta Agarwal

Signature of Beeta Agarwal

SHYAM DEVELOPERS

Signature of Sayib Agarwal
Partner

SHYAM DEVELOPERS

Signature of Sayib Agarwal
Partner

24. Jurisdiction

24.1 Court : The Courts at Siliguri only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

25. Rules of Interpretation

25.1 Presumptions Rebutted : It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of parties to the said Scheduled Land and /or this Agreement.

25.2 Statutes : In this Agreement, any reference to a statute, statutory provision or sub-ordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statute, statutory provision or subordinate legislation shall be construed as including references to all statutory instruments, orders regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

25.3 Number : In this Agreement, any reference to singular includes plural and vice-versa.



Pratik Kumar
Sandeep
Anita Agarwal
Balita Agarwal
Pratibha Agarwal

SHYAM DEVELOPERS

Pratik Kumar
Partner
SHYAM DEVELOPERS
Sandeep
Partner

- 25.4 **Gender** : In this Agreement, words denoting any gender including all other genders.
- 25.5 **Party** : In this Agreement any reference to a party is to a party to this Agreement.
- 25.6 **Clause or Paragraph** : In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.
- 25.7 **Including** : In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 25.8 **Headings** : In this Agreement headings, are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 25.9 **Definitions** : In this Agreement, words put in brackets and in bold print define the word, phrase and expression immediately preceding.



Schedule 'A'

All that piece or parcel of vacant land measuring 14 Katha 9 Chhattak, appertaining to R.S. Plot No. 8486 of R.S. Khatian No.2395, Mouza Siliguri in the District of Darjeeling in total after amalgamation. The said land is butted and bounded as follows:-

- North : 20 Feet Wide Metal Road,
South : Land of Debidutt Agarwal & Others
East : Land of Khokan Garage,
West : Land of Kushum Choudhury and Kishan Lal Agarwala

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

WITNESS:

1. *Rajesh Kumar Singh*
s/o Late Ganesha Ch. Singh
Sabarnagar, Sg.
2. *Samrat Barua*
s/o Late Sujit Barua
Ashrampara, Sg.

FIRST PARTY

- Jagdish Prasad Agarwala*
1. JAGDISH PRASAD AGARWALA (MITRUKA),
संश्लेषित श्री 3911
2. INDRA DEVI MITRUKA

SECOND PARTY

- Anita Agarwal*
1. SMT. ANITA AGARWALA

- Babita Agarwal*
2. BABITA AGARWAL

- Jitendra Agarwal*
3. JITENDRA AGARWALA

THIRD PARTY

SHYAM DEVELOPERS











- Omprakash Agarwal*
1. OMPRAKASH AGARWAL Partner

- Sanjib Agarwal*
2. SANJIB AGARWALA Partner
(FOR AND ON BEHALF OF M/S. SHYAM DEVELOPERS)



Nikhil Shah
(ADVOCATE (SILIGURI)) age / 36
No. F/1062/1567/2017.

IMPRESSION SHEET












PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Jagdish Prasad Agarwal</i>					
					

Jagdish Prasad Agarwal
SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Anita Agarwal</i>					
					

Anita Agarwal












SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Anita Agarwal</i>					
					












Anita Agarwal

SIGNATURE

IMPRESSION SHEET

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Balika Aganwale</i>					
					

Balika Aganwale
SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>P. Srinivas Agarwal</i>					
					

P. Srinivas Agarwal
SIGNATURE

IMPRESSION SHEET






















PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 SHYAM DEVELOPERS <i>[Signature]</i>					
					
Partner		SHYAM DEVELOPERS <i>[Signature]</i>			
		SIGNATURE Partner			

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 SHYAM DEVELOPERS <i>[Signature]</i>					
					
Partner		SHYAM DEVELOPERS <i>Sanjib Agarwale</i>			
		SIGNATURE Partner			

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी खाता संख्या कार्ड
Permanent Account Number Card

AFJPA9199Q

नाम / Name
JAGDISH PRASAD MITRUKA

पते का हिस्सा / Part of Address
DALCHAND MITRUKA

जन्म का तिथि / Date of Birth
06/09/1942

Jagdish Prasad Mitruka
हस्ताक्षर / Signature



101100101

Jagdish Prasad Mitruka



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার

Unique Identification Authority of India

Government of India

এনক্রিপ্টেড আইডি নং - Encrypted No. : 121091216/91529

To:
Jagdish Prasad Mitruka
কর্তৃপিতা: দাক্ষণ্য মিত্রকা
MITRUKA HOUSE
47 M.D. ROAD
KHAJAPARA
Sagar (M. Corp)
Sagar Bazar, Durgam
West Bengal - 734005



HL842122839F1
84212283



আপনার আধার সংখ্যা / Your Aadhaar No. :

5204 7953 9419

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



কর্তৃপিতা: দাক্ষণ্য মিত্রকা
Jagdish Prasad Mitruka
পিতা: দাক্ষণ্য মিত্রকা
Father - Dakshanya Mitruka

সংস্কৃতি (DOB) (Date of Birth):
সঙ্গ: পুরুষ

5204 7953 9419



আধার - সাধারণ মানুষের অধিকার

Jagdish Prasad Mitruka

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

ACDPA6515H

नाम / Name
INDRA DEVI MITRUKA

पिता / पिता का नाम / Father's Name
MAHABIR PRASAD NANDO

जन्म तिथि / Date of Birth
08/12/1947

इन्द्रा देवी मीठुका
Signature



31122017

इन्द्रा देवी मीठुका



Government of India



ইন্দা দেবী মিত্রকা
Indra Devi Mitruka
পতি : জগদীশ প্রসাদ মিত্রকা
Husband : Jagadish Prasad Mitruka

স্বাক্ষরিত / DOB: 03/09/1949
লিঙ্গ : Female



3805 9798 4785

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
Unique Identification Authority of India

ভিআর - মিত্রকা, ৩৯ এম.জি. রোড
খালপারা, সিগুন (ম. কর্প.)
দার্জিলিং, পশ্চিমবঙ্গ, ভারত
৭৩৪০০৩

Address: MITRUKA HOUSE
42 M.G. ROAD, KHALPARA
Siganj (M. Corp.)
Darjeeling, Siganj Bazar,
West Bengal, 734003

3805 9798 4785



1800-303-1947



help@uidai.gov.in



www.uidai.gov.in

ইন্দা দেবী মিত্রকা



Anita Agarwal



ভারত সরকার
Government of India



নাম: ANITA AGARWAL
জন্ম তারিখ: DOB: 19/09/1968
সঙ্গ: FEMALE



6459 0331 6542

আমার আধার, আমার পরিচয়

Anita Agarwal



ভারত সরকার
Unique Identification Authority of India

ঠিকানা: 4c MAPLE view, shy mandr
ROAD, SILIGURI, Siliguri (M Corp.)
Rajpur, Jalpaiguri, West Bengal 734001



Address: 4c MAPLE view, shy mandr
ROAD, SILIGURI, Siliguri (M Corp.)
Rajpur, Jalpaiguri, West Bengal 734001

6459 0331 6542



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी लेखा संख्या कार्ड
Permanent Account Number Card
AFJPA2293R



नाम / Name
BABITA AGARWAL

पिता/पति नाम / Father's Name
MADANLAL AGARWAL

जन्म की तारीख / Date of Birth
07/04/1967

Babita Agarwal
हस्ताक्षर / Signature

Babita Agarwal


 ভারত সরকার
 Government of India



বথিতা আগারওয়াল
 Babita Agarwala
 জন্মতারিখ/ DOB: 07/04/1967
 মহিলা / FEMALE



7241 2935 4867

আমার আধার, আমার পরিচয়

Babita Agarwala


 ভারতের অনন্য-অনন্য পরিচয়
 Unique Identification Authority of India

<p>ঠিকানা: সি/ও: অক্ষয় আগারওয়াল, শ্যাম ভাটমা, ৩ নং মেল সেবুকে রোড, শ্যাম, শিগুরি (পৌরসভা), দার্জিলিং, পশ্চিম বঙ্গ - 734001</p>	<p>Address: C/O: Ashok Agarwala, SHYAM VATMA, 3RD MILE SEVOKE ROAD, SHYAM MANDIR, Shiguri (M. Corp), Darjeeling, West Bengal - 734001</p>
--	---

7241 2935 4867





help@uidai.gov.in



www.uidai.gov.in

वर्ग संकेत नंबर / PERMANENT ACCOUNT NUMBER

ACCPA3050A



नाम / NAME
JITENDRA AGARWAL

पिता के नाम / FATHER'S NAME
MOHAN LAL AGARWAL

जन्म तिथि / DATE OF BIRTH
17-08-1973

हस्ताक्षर / SIGNATURE

अध्यक्ष, ए. ए. आर.

COMMISSIONER OF INCOME TAX, W.S. - II

Jitendra Agarwal.

आपको प्राप्त हो / इस कार्ड पर आपका नाम और
 17 अक्टूबर 1973 / ए. ए. आर. / नाम और
 7 अक्टूबर /
 2000-2001 /
 इस कार्ड को आपका अधिकृत अधिकारी को
 भेजना चाहिए।
 अधिकारी / आयकर आयोग
 कलकत्ता-700 001



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India



नामांकन क्रमांक/Enrolment No.: 1088/02506/01129

Jitendra Agarwal (जितेन्द्र अग्रवाल)

S/O: Late Mohan Lal Agarwal, 8a ridhi sidhi height,
bishnu rabha path, guwahati, Beltola, Kamrup,
Assam - 781028

आपका आधार क्रमांक/ Your Aadhaar No.:

4261 1063 3768



मेरा आधार, मेरी पहचान



help@uidai.gov.in



www.uidai.gov.in

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Validity until 2025
Digitally signed by Unique Identification Authority of India
Date: 2018.12.15 22:28:58 IST

आधार पूरे भारत में मान्य है।

आधार के लिए आपको एक ही बार नामांकन दर्ज करवाने की आवश्यकता है।

पुराना अपना नवीनतम मोबाइल नंबर तथा ई-मेल पता दर्ज कराएं, इससे आपको विभिन्न सुविधाएं प्राप्त करने में सहायता होगी।

Aadhaar is valid throughout the country.

You need to enrol only once for Aadhaar.

Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



जितेन्द्र अग्रवाल
Jitendra Agarwal
जन्म तिथि/ DOB: 17/08/1973
पुरुष / MALE



4261 1063 3768

मेरा आधार, मेरी पहचान

पता:

आत्मज: लेट मोहन लाल
अग्रवाल, 8अ रीधि सिधी
हाइट, बिष्णु रभा पथ,
गुवाहाटी, बेलतोला,
कामरूप,
असम - 781028

Address:

S/O: Late Mohan Lal Agarwal, 8a
ridhi sidhi height, bishnu rabha
path, guwahati, Beltola, Kamrup,
Assam - 781028

4261 1063 3768

MERA AADHAAR, MERI PEHACHAN

Jitendra Agarwal



भारत सरकार
GOVERNMENT OF INDIA



संजीव अग्रवाल
Sanjib Agarwala
अवलोकित / DOB : 15/01/1971
पुरुष / MALE

2729 6345 5868



आधार - माधुर्य मानुष्य अधिकार

Sanjib Agarwala



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ठिकाना:

संजीव अग्रवाल, 55,
एम.आर.रोड, खालपारा, वार्ड
नं. 8, सांगुरी (म.कॉर्प),
दार्जिलिंग पश्चिम बंग, 734005

Address:

S/O: Sanjib Agarwala 55,
M.R. ROAD, KHALPARA,
WARD NO 8, Saiguri (M. Corp),
Danceoling, West Bengal,
734005



www

P.O. Box No. 1347,
New Delhi-110 002

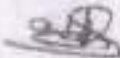

 भारत सरकार
 भारत निर्वाचन आयोग
 ELECTION COMMISSION OF INDIA
 IDENTITY CARD
 XEQ1637065



निर्वाचक नाम : राजेश कुमार देव
 Elector's Name : Rajesh Kumar Dey
 पिता का नाम : गणेश चंद्र देव
 Father's Name : Ganesh Chandra Dey
 लिंग/Sex : पुरु/ M
 जन्म तिथि/Date of Birth : 22/08/1994

XEQ1637065
 क्षेत्र :
 भारतीय निर्वाचन आयोग
 बिलासपुर, कोरगाँव, बिलासपुर-734001

Address:
 SHRABAN NAGAR, BILIGURI (M)
 CORP., BILIGURI (DAR), BELING-734001



Date: 19/12/2012
 जिला निर्वाचन अधिकारी का कार्यालय
 बिलासपुर
 Facsimile Signature of the Electoral
 Registration Officer for
 26-Biliguri Constituency

ध्यान दें : यदि आपका पता बदलता है तो आपको अपने मतदाता कार्ड नंबर को
 अपने नए पते पर भेजना होगा ताकि आपका नाम मतदाता सूची में
 सही रूप में दर्ज हो सके।
 In case of change in address, please forward this Card No.
 in the enclosed Form to including your name in the
 list at the changed address and to obtain the card
 with same number.

Rajesh Kumar Dey

Major Information of the Deed



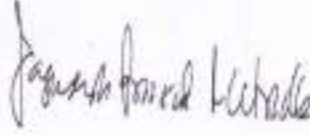
Deed No :	I-0402-02424/2021	Date of Registration	14/09/2021
Query No / Year	0402-2001710892/2021	Office where deed is registered	
Query Date	06/09/2021 12:12:20 PM	0402-2001710892/2021	
Applicant Name, Address & Other Details	DEBASISH CHAKRABORTY SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 7319069353, 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. 1/-	Rs. 7,20,84,368/-		
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.(Urban area)		

Land Details :



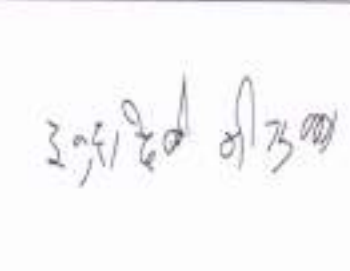
District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: Church Road Ward No. 10, Mouza: Siliguri, JI No: 88, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-8486	RS-2395	Bastu	Bastu	14 Katha 9 Chatak	1/-	7,20,84,368/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					24.0281Dec	1 /-	720,84,368 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri JAGADISH PRASAD MITRUKA, (Alias: Shri JAGADISH PRASAD AGARWALA) Son of Late DAL CHAND AGARWALA Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 14/09/2021 ,Place : Office	 <small>14/09/2021</small>	 <small>LTI 14/09/2021</small>	 <small>14/09/2021</small>

M.G ROAD, KHALPARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx9Q, Aadhaar No: 52xxxxxxxx9419, Status :Individual, Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 14/09/2021 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Smt INDRA DEVI MITRUKA Wife of Shri JAGADISH PRASAD AGARWALA (MITRUKA) Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 14/09/2021 ,Place : Office			
		14/09/2021	LTI 14/09/2021	14/09/2021




M.G ROAD, KHALPARA, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACxxxxxx5H, Aadhaar No: 38xxxxxxxx4785, Status :Individual, Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 14/09/2021 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Smt ANITA AGARWAL (Presentant) Wife of Shri BINOD KUMAR AGARWAL Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 07/09/2021 ,Place : Office			
		07/09/2021	LTI 07/09/2021	07/09/2021

4-C MAPLE VIEW, SHIV MANDIR ROAD, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ACxxxxxx8J, Aadhaar No: 64xxxxxxxx6542, Status :Individual, Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 07/09/2021 ,Place : Office

4	Name	Photo	Finger Print	Signature
	Smt BABITA AGARWALA Wife of Shri ASHOK AGARWALA Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 07/09/2021 ,Place : Office			
		07/09/2021	LTI 07/09/2021	07/09/2021












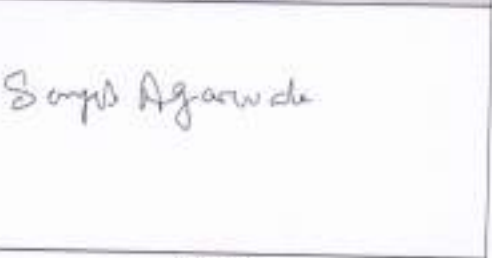


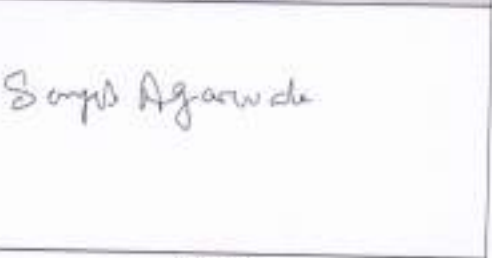


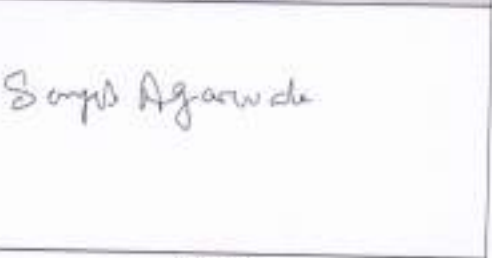
SHYAMVATIKA, 3RD MILE, SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFxxxxxx3R, Aadhaar No: 72xxxxxxxx4867, Status :Individual, Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 07/09/2021 ,Place : Office

5	Name	Photo	Finger Print	Signature
	Shri JITENDRA AGARWAL Son of Late MOHAN LAL AGARWAL Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 07/09/2021 ,Place : Office			
	07/09/2021	LTI 07/09/2021	07/09/2021	
BA RIDHISIDHI HEIGHT, BISHNURABHA PATH, GUWAHATI, City:- , P.O:- BELTOLA, P.S:-BASISTHA, District:-Kamrup, Assam, India, PIN:- 781028 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AAxxxxxx0A, Aadhaar No: 42xxxxxxxx3768, Status :Individual, Executed by: Self, Date of Execution: 07/09/2021 , Admitted by: Self, Date of Admission: 07/09/2021 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHYAM DEVELOPERS ASHRAMPARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.: AExxxxxx4H,Aadhaar No Not Provided by UIDAI, 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 OM PRAKASH AGARWAL Son of Late PURAN CHAND AGARWAL Date of Execution - 07/09/2021, , Admitted by: Self, Date of Admission: 07/09/2021, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 7 2021 3:05PM</td> <td>LTI 07/09/2021</td> <td>07/09/2021</td> <td></td> </tr> </tbody> </table> <p>PUNJABIPARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 20xxxxxxxx4743 Status : Representative, Representative of : SHYAM DEVELOPERS (as PARTNER)</p>	Name	Photo	Finger Print	Signature	Shri OM PRAKASH AGARWAL Son of Late PURAN CHAND AGARWAL Date of Execution - 07/09/2021, , Admitted by: Self, Date of Admission: 07/09/2021, Place of Admission of Execution: Office				Sep 7 2021 3:05PM	LTI 07/09/2021	07/09/2021	
Name	Photo	Finger Print	Signature										
Shri OM PRAKASH AGARWAL Son of Late PURAN CHAND AGARWAL Date of Execution - 07/09/2021, , Admitted by: Self, Date of Admission: 07/09/2021, Place of Admission of Execution: Office													
Sep 7 2021 3:05PM	LTI 07/09/2021	07/09/2021											
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 SANJIB AGARWALA Son of Late AMILAL AGARWALA Date of Execution - 07/09/2021, , Admitted by: Self, Date of Admission: 07/09/2021, Place of Admission of Execution: Office </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Sep 7 2021 3:05PM</td> <td>LTI 07/09/2021</td> <td>07/09/2021</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Shri SANJIB AGARWALA Son of Late AMILAL AGARWALA Date of Execution - 07/09/2021, , Admitted by: Self, Date of Admission: 07/09/2021, Place of Admission of Execution: Office				Sep 7 2021 3:05PM	LTI 07/09/2021	07/09/2021	
Name	Photo	Finger Print	Signature										
Shri SANJIB AGARWALA Son of Late AMILAL AGARWALA Date of Execution - 07/09/2021, , Admitted by: Self, Date of Admission: 07/09/2021, Place of Admission of Execution: Office													
Sep 7 2021 3:05PM	LTI 07/09/2021	07/09/2021											

M.R ROAD, KHALPARA, City:- Siliguri Mc. , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No: 27xxxxxxxx5868 Status : Representative, Representative of : SHYAM DEVELOPERS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Shri RAJESH KUMAR DEY Son of Late GANESH CHANDRA DEY SRABAN NAGAR, SILIGURI, City:- Siliguri Mc. , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	07/09/2021	07/09/2021	07/09/2021
Identifier Of Shri JAGADISH PRASAD MITRUKA, Smt INDRA DEVI MITRUKA, Smt ANITA AGARWAL, Smt BABITA AGARWALA, Shri JITENDRA AGARWAL, Shri OM PRAKASH AGARWAL, Shri SANJIB AGARWALA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri JAGADISH PRASAD MITRUKA	SHYAM DEVELOPERS-4.80562 Dec
2	Smt INDRA DEVI MITRUKA	SHYAM DEVELOPERS-4.80562 Dec
3	Smt ANITA AGARWAL	SHYAM DEVELOPERS-4.80562 Dec
4	Smt BABITA AGARWALA	SHYAM DEVELOPERS-4.80562 Dec
5	Shri JITENDRA AGARWAL	SHYAM DEVELOPERS-4.80562 Dec

On 07-09-2021

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

Presented for registration at 14:43 hrs on 07-09-2021, at the Office of the A.D.S.R. SILIGURI by Smt ANITA AGARWAL , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 7,20,84,368/-

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

Execution is admitted on 07/09/2021 by 1. Smt ANITA AGARWAL, Wife of Shri BINOD KUMAR AGARWAL, 4-C MAPLE VIEW, SHIV MANDIR ROAD, P.O: SILIGURI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife, 2. Smt BABITA AGARWALA, Wife of Shri ASHOK AGARWALA, SHYAMVATIKA, 3RD MILE, SEVOKE ROAD, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife, 3. Shri JITENDRA AGARWAL, Son of Late MOHAN LAL AGARWAL, 8A RIDHISIDHI HEIGHT, BISHNURABHA PATH, GUWAHATI, P.O: BELTOLA, Thana: BASISTHA, , Kamrup, ASSAM, India, PIN - 781028, by caste Hindu, by Profession Business

Identified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

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

Execution is admitted on 07-09-2021 by Shri SANJIB AGARWALA, PARTNER, SHYAM DEVELOPERS (Partnership Firm), ASHRAMPARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Identified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

Execution is admitted on 07-09-2021 by Shri OM PRAKASH AGARWAL, PARTNER, SHYAM DEVELOPERS (Partnership Firm), ASHRAMPARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Identified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

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/-

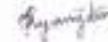
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/09/2021 12:29PM with Govt. Ref. No: 192021220071509411 on 06-09-2021, Amount Rs: 21/-, Bank: ICICI Bank (ICIC0000006), Ref. No: 66831136 on 06-09-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 10/-, by online = Rs 75,010/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 178, Amount: Rs.10/-, Date of Purchase: 02/03/2021, Vendor name: S Ghosh
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/09/2021 12:29PM with Govt. Ref. No: 192021220071509411 on 06-09-2021, Amount Rs: 75,010/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 66831136 on 06-09-2021, Head of Account 0030-02-103-003-02



Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

On 14-09-2021

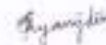
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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

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

Execution is admitted on 14/09/2021 by 1. Shri JAGADISH PRASAD MITRUKA, Alias Shri JAGADISH PRASAD AGARWALA, Son of Late DAL CHAND AGARWALA, M.G ROAD, KHALPARA, SILIGURI, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business, 2. Smt INDRA DEVI MITRUKA, Wife of Shri JAGADISH PRASAD AGARWALA (MITRUKA), M.G ROAD, KHALPARA, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession House wife

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others



Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2021, Page from 95830 to 95888

being No 040202424 for the year 2021.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN

Date: 2021.09.16 13:44:21 +05:30

Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2021/09/16 01:44:21 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SILIGURI

West Bengal.

(This document is digitally signed.)