

2438

I- 2199/2020



पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

AC 322742

2/ 549190/2020

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION.  
THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED  
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT

Adh. District Sub-Registrar,  
Siliguri-1 at Bardogra

16 JUN 2020

*Guacharam Pr...*

Darjeeling Real Estate Agents & Developers

*Shivith Kumar...*  
Partner

DEED OF DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE ON THIS THE 16<sup>TH</sup> DAY OF  
JUNE, TWO THOUSAND TWENTY, AT SILIGURI.

~: BETWEEN :~

Contd.....P/2



**NON JUDICIAL STAMP**

No. 837 Date 12.5.2020

Prigeying Deal with Agents & Developer

SUB Stg

OT Stg

Value Rs 1000000

Govt. Stamp Vendor  
Bagdogra  
Lic. No- 546/RM  
07 / Darjeeling



And. Dist-Sub Registrar  
Siliguri at Bagdogra

16 JUN 2020



*Charan Roy*

**SRI GURU CHARAN ROY**, ( I.T. PAN: AHBPR7963D), (ADDHAR NO – 878039587941), Son of Late Ananta Kumar Roy, Hindu by faith, Indian by Nationality, Service by occupation, resident of Sarat Nagar, P.O. New Rangia, P.S. Matigara, Dist. Darjeeling, in the State of West Bengal – hereinafter called the "**OWNER/FIRST PARTY**" (which term or expression shall mean and include, unless excluded by or repugnant to the context his heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.

Darjeeling Real Estate Agents & Developers  
*Nisith Kumar Agarwal*  
Partner

A N D

**M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS**, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri – hereinafter called the "**DEVELOPER/SECOND PARTY**" (which term or expression shall mean and include, unless excluded by or repugnant to the context its successors in office, executors, partners, administrators, legal representatives and assigns) of the **OTHER PART**.

**WHEREAS** the Owner/First Party hereto referred above has become the absolute owner in khas, actual and physical possession of all that 0.25 Acre of land within Mouza Bairatishal, under P.S. Matigara, Dist. Darjeeling as described in the First Schedule herein below by way of purchase from Smt. Nirmala Singha, Wife of Bimal Singha, and others, through a Deed of Conveyance executed on 15.12.2006 and finally registered on 29.03.2012 at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra, being document No.I-02883 for the year 2012 (recorded in Book No. I, CD Volume No.8, Page from 2166 to 2180). And by virtue of aforesaid registered deed the Owner/First Party hereof has acquired permanent, heritable and transferable right, title and interest in the said land free from all encumbrances and charges whatsoever. And after purchasing the said landed property the Owner/First Party has duly mutated and recorded his name in the L.R. ROR and accordingly L.R. Khatian being No.6056 has been opened in the name of the Owner/First Party by the appropriate authority with respect to his above purchased land.

**AND WHEREAS** the Owner/First Party above named being desirous of constructing a multi storey residential building consisting several numbers of units i.e. residential Flats, car parking, servant's quarter etc. on ownership basis on the aforesaid land measuring 0.25 Acre, as described in the First Schedule herein below, but not being in a position to put his contemplation and scheme into action due to shortage of fund and lack of experience, was in search of a developer who could construct the said building in the said plot of land and accordingly the First Party hereto has approached and proposed the Second Party hereof to develop his aforesaid landed property as per





Adl. Dist-Sub Reg. [Signature]  
No. 2004/H in Bhandara Dist. Durgasala

16 JUN 2020

SRI GURU CHARAN ROY

sanctioned building plan of the appropriate authorities. The Developer/Second Party herein being a partnership firm engaged in construction business, has agreed to develop and to construct a residential complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.

- A) The said premises i.e. the land measuring 0.25 Acre as described in the First Schedule herein below is free from all encumbrance, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- B) That the Owner has agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, architects/ engineers as per requirement, for the development of the premises as per its own choice and discretion.

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

**ARTICLE-I-DEFENITIONS:**

In this Agreement, unless otherwise specifically mentioned.

- 1.1 The Owner shall mean the above named SRI GURU CHARAN ROY, Son of Late Ananta Kumar Roy, not only as owner but also as having whatsoever right, title or interest that it may have or have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the First Schedule hereunder written and also her heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, and its successor or successors in office, executors and administrators, and assigns including its partners at all material times.
- 1.3 Premises shall mean all that piece and parcel of the land measuring 0.25 Acre more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the concerned appropriate authority.
- 1.5 Unit shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building or buildings to be constructed at the said premises.

Darjeeling Real Estate Agents & Developers  
*Nisith Kumar Ghosh*  
 Partner





Adkl. Dist-Sub Registrar  
at Bardhaman, Dist Bardhaman

16 JUN 2020

Srujan Prasad

- 1.6 Carpet area shall mean net useable floor of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the Building to be constructed at the said premises.
- 1.8 That the plan shall be the plan or plans, elevation, designs, drawings and specifications of the building or buildings as shall be sanctioned by the concerned appropriate authority including modifications or variations thereof which may be made from time to time.
- 1.9 Saleable area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required therefore.

#### 1.10 OWNER'S ALLOCATION

The allocation to the First Party/ Owner shall be:

That on completion of the proposed Multi Storey residential building in the aforesaid premises the Developer/Second Party shall provide to the Owner/First Party total 9 (Nine) Nos. of residential flats measuring about 850 Sq.Ft. (Super built up) area equivalent to approximately 630 Sq.Ft. (Carpet area) proportionately in each floor of the said proposed multi storey building together with 9 (Nine) Nos. of Car parking area at the Ground Floor of the said building and apart from that the Developer/Second Party shall also pay a sum of Rs.20,00,000/- Rupees Twenty Lacs) only, after deducting requisite TDS as Per Sec 194-IC of Income tax Act, under this agreement to the Owner/First Party which will be payable in the following manner:

- # A sum of Rs.10,00,000/- (Rupees Five Lacs) only at the time of execution of these presents through three separate account payee cheque/RTGS bearing No.000658,000659,000660,000661,000662,drawn on Bank of Baroda, Sevoke Road, Jalpaiguri;
- ## Further a sum of Rs.2,00,000/- (Rupees Two Lacs) only after sanction of building plan by the appropriate authority;
- ### Finally the remaining sum of Rs.8,00,000/- (Rupees Eight Lacs) only on completion of the said proposed building upon the land as described in the First Schedule herein below.





ADD. Dist-Sub Reg  
Sikar, Dist. Hanuana, Dist. Punjab

• 11.6 JUN 2020



*Swacharan Dey*

Darjeeling Real Estate Agents & Developers  
*Shivith Kumar Aggarwal*  
 Partner

**1.11 DEVELOPER'S ALLOCATION:**

All that other remaining saleable and useable portion of the said proposed Multi Storey residential building including the flats, car parking spaces/garages, servant quarters etc. in the building to be constructed in the aforesaid premises by the Developer according to the sanctioned building plan of appropriate authority, together with undivided proportionate share of the land.

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

**ARTICLE-II COMMENCEMENT**

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

**ARTICLE -III OWNER'S RIGHT AND REPRESENTATIONS:**

- 3.1 The owner is absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.
- 3.2 Excepting the owner, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof as mentioned in the First Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispendences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- 3.4 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owner or any person claiming under him.





4  
Addl. Dist-Sub Registrar  
Siliguri-II or Bagdogra, Dist Dooars

4 JUN 2020

Saurachron Roy

- 3.5 That the Owner shall hand over the physical possession of the aforesaid premises in favour of the Developer immediately after execution of these presents.

**ARTICLE IV- DEVELOPER'S RIGHT.**

- 4.1 The owner 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 sanctioned plan or with any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the owners and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developers' own costs and expenses for sanction.

**ARTICLE V- CONSIDERATION**

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

**ARTICLE VI- PROCEDURE**

6. The land owner shall grant a Power of Attorney in favour of M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS or in favour of any of its Partners/nominee for obtaining necessary permission and/or sanction from different authorities in connection with the development of the new building/s at the said premises and also for pursuing and following up the matter with the Panchayet Samiti and other statutory authorities and for all other matter concerning or related to the project or development including the power to dispose of the Developer's Allocation entirely and the said Power of Attorney shall remain in force until completion of the project and sale out of the entire Developer's Allocation finally. The said power or powers of attorney shall form an integral part of this agreement and remain irrevocable during the subsistence of this agreement.

**ARTICLE -VII- BUILDING.**

- 7.1 The Developer shall at its own costs, construct erect and complete the new building/s at the said premises in accordance with the sanctioned building plan with good and standard materials as may be specified by the Architects and as set out in the Second Schedule hereunder written. The new building/s shall be of residential type and having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the appropriate authority.

Darjeeling Real Estate Agents & Developers  
Nisith Kumar Ghosal  
Partner





Adl. Dist-Sub Registrar  
Sijur-II, at Raichur, Dist Channarayana

1-6 JUN 2020

Borucharan Roy

- 7.2 Subject to as aforesaid, the decision of the Developer regarding the quality of the materials and the specification as stated in the Second Schedule hereunder shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building at its own costs, pumps, tube well, water storage tanks and provide other facilities as are required to be provided in a multi storied residential building in and around Siliguri having self contained units for sale of constructed area therein on ownership basis and as mutually agreed to.
- 7.4 The Developer shall be authorized in the name of the owners so far as is necessary, to apply for and obtain for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new buildings and other inputs and facilities required for the construction and enjoyment of the building for which purpose all costs charges and expenses therefore shall be born and met by the Developer. It is hereby agreed between both the parties that only the cost incurred in the installation of Generator and Transformer will be borne by both the parties as per the ratio of allocation of flats/units between them.
- 7.5 All costs, charges and expenses, including architects, fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the owners shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

#### **ARTICLE VIII- COMMON FACILITIES**

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

#### **ARTICLE- IX – COMMON RESTRICTIONS**

- 9.1 The Owner/Developer shall not use or permit to use the in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- 9.2 Neither party shall demolish nor permit demolition of any wall or other structure in the newly constructed building or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.





16 JUN 2020

*Suracharan Ray*

- 9.3 Both the parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violating and/or breach of any of the said laws, bye-laws, rules and regulations.
- 9.4 The respective allottees/transferees including the Owners shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any part thereof and shall keep each other occupiers of the said building indemnified from and against the consequences of any breach.
- 9.5 The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new buildings or buildings or any part thereof and shall keep each other and other occupiers of the building harmless and indemnified from and against the consequences of any breach.
- 9.6 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in corridors or other places for the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building and in case any such hindrance is caused, the Developer or the owner, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.7 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.

**ARTICLE X- OWNERS' OBLIGATIONS**

- 10.1 The owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.2 The owner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the newly constructed building.





Add. Encl-Sub register  
Siliguri-II at 654 Jeta, 1st Floor

16 JUN 2020



*Charan Day*

Barjeeling Real Estate Agents & Developers  
*Shishu Kumar Aggarwal*  
 Partner

- 10.3 That the owner shall at the request of the Developer, if required at any material time, execute the Deed(s) of Conveyance in favour of the prospective buyer/s together with proportionate share and rights in land, common space and passage, stair case, roof etc. as and when asked by the Developer to do so with respect to Developer's allocation as agreed herein above.
- 10.4 It is distinctly understood by and between the parties hereto that while executing and registering the Deed(s) of Conveyance in favour of the prospective buyers out of the Developer's allocation as stated above the Owner shall not claim or accept any consideration whatsoever.
- 10.5 It is covenanted that the Developer shall not be liable for payment of cost and expenses for electricity installation as may be charged upon by the W.B.S.E.D.C.L in the entire Owners' allocation as agreed upon in this present agreement.
- 10.6 The owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises.
- 10.7 The owner hereby agree and covenant with the Developer not to let out, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

**ARTICLE – XI – DEVELOPER'S OBLIGATIONS**

11. The Developer hereby agree and covenants with the owner to complete the construction of the new building at the said premises in terms of the sanctioned plan/s within **48 (Forty Eight)** months from the date of sanction of building plan. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part or the Developer in the course of construction.

**ARTICLE – XII- OWNERS' INDEMNITY**

- 12.1 The owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and on its part to be observed and performed.





Adl. Dist-Sar Registrar  
Siliguri at Durgagram Dist Dooars  
16 JUN 2020

*Gurucharan Singh*

**ARTICLE XIII- DEVELOPER'S INDEMNITY**

- 13.1 The Developer hereby undertakes to keep the owners indemnified against all THIRD PARTY claims and actions arising out of any sort of act or omission of the Developer in or relation to or arising out of the construction of the said building at the said premises.
- 13.2 The Developer hereby undertakes to keep the owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

**ARTICLE XIV- MISCELLANEOUS**

- 14.1 The owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owner in any manner nor shall the parties hereto constitute as an association of persons.
- 14.2 That it is agreed and understood by the Owner that in near future if the Developer decide to construct a larger in size residential complex upon the said land by amalgamating few more adjoining plots of the said land as described in the First Schedule herein below in that event the Owner shall be under compulsion to sign and execute the necessary Deed of Amalgamation of land or any other instrument as the case may be required for the purpose on request of the Developer. It is furthermore understood by the Owner that in the event of amalgamation of adjoining land for the purpose of constructing a larger in size residential complex as discussed herein above there shall not be in any circumstances any change in the Owner's allocation as described in clause No. 1.10 under Article -I, Definition hereinabove. It is also hereby agreed and understood by the parties hereof that in near future after obtaining the sanctioned building plan from the concerned appropriate authority the parties hereof shall execute separate indenture whereby the exact and appropriate allocations of both the parties hereof in the said proposed building in the said below schedule premises shall be finally determined in accordance with these presents.
- 14.3 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been made herein and the owners hereby undertakes to do all such acts, deeds, 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

Darjeeling Real Estate Agents & Developers  
*Nisith Kumar Agmal*  
 Partner





Adil, Dist-Sub Registrar  
Siliguri, West Bengal, India

16 JUN 2020

*Burcharon Roy*

*Alexith Kumar Ghosal*  
Partner

required by the Developer for the purpose and the Owners also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe the right to the owners and/or go against the spirit of this agreement.

- 14.4 The Developer shall frame scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Associations/Holding Organization and hereby give their consent to abide by the same.
- 14.5 As and from the date of completion of the new building, the Owners, Developer and/or its transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 14.6 The Developer at its own risk and responsibility may obtain financial assistance/loan from any bank, financial institution or even from individuals for raising funds in order to complete the said project but on no circumstances the Owner will be held liable for repayment of such loan or any part of interest thereof.
- 14.7 That the Owner, Developer and its transferees shall have the common rights in all stair cases, passages, roof etc. of the building and each one shall be entitled to use and utilize the same without causing any disturbance to others.
- 14.8 That the Developer shall have the liberty to decide the name of the said proposed Multi Storey Building.

**ARTICLE X –FORCE MAJEURE**

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

**ARTICLE XVI– ARBITRATION**

16. In case if any dispute, difference or question arising between the parties hereto with regards to this agreement, the same shall be referred to arbitration under the provisions of the Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.





Adl. Dist-Sub Registrar  
Siliguri at Bagdogra, Dist Dooars

16 JUN 2020

Sri Charan Singh

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**DESCRIPTION OF THE PREMISES.**

ALL THAT PIECE OF PARCEL OF LAND MEASURING 0.25 Acre, appertaining to and forming part of L.R. Plot No.389 (area measuring 0.08 Acre) & 390 (area measuring 0.17 Acre), recorded in the then L.R. Khatian No.90 and presently in L.R. Khatian No.6056, within Mouza Bairatishal, Pargana Patharghata, J.L No.70, within P.S. Matigara, District Darjeeling.

The aforesaid entire land is butted and bounded as follows:

By North	:	Land of Sri Santanu Chakraborty;
By South	:	Land of Sri Santanu Chakraborty;
By East	:	30 feet wide Anchal Road;
By West	:	Boundary wall of North Bengal University.

**THE SECOND SCHEDULE REFERRED HEREINABOVE.**

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

1. All structural concrete work like columns shaft foundation, tie beam, slab, lintel, chajja, will be of M 20 grade concrete 33 grade (or higher) cement and Fe 500 grade reinforcement bars (Fe 415 for 6 mm bars), will be used conforming to relevant I.S.I. Code. For PCC works lesser grade concrete (M 15) is to be used.
2. All outside and inside brick wall be of 125mm thick brick work with 1st class local brick in 1:6 cement mortar.
3. All outside and inside walls will be plastered with 12 mm thick. cement with 1:6 cement mortar.
4. All roof ceiling will be plastered with 6mm thick. Cement plastered with 1:4 cement mortar.
5. Marble & Tiles floors for all Rooms. Common Areas.
6. Marble/Tiles will be provided at Kitchen Floor, Black Granite Stone/Black Marble kitchen counter slab as cooking table, Glazed Tiles up to 2 ½' height above cooking slab, CP Cocks and Standard quality Stainless Steel Sink of size 22"x 16"x 8" in kitchen.
7. Standard Quality Hindustan or similar sanitary fitting and Glazed tiles up to door level/6 feet height in bathroom.
8. Door frame will be of 150mm x 65.5 mm sal wood section with M.S. clamp fitted at least 03 No.s in each side of frame.
9. All main entrance doors will be 32 mm thick wooden panel type. All other Doors will be flush doors or ply doors.

Darjeeling Real Estate Agents & Developers  
Srisithi Kumar Agmal  
Partner





16 JUN 2020  
16 JUN 2020

16 JUN 2020



10. All inside water supply lines in toilet will be concealed type and G.I. pipes/PVC pipes and G.I. fittings. All external water supply lines, waste water lines and soil lines will be of approved grade P.V.C. pipes. All toilet plumbing fitting like bib cock, pillar cock, stop cock etc. will be C.P.
11. All inside electric wiring in the flats will be of concealed type with I.S.I. Grade Copper wire encased in PVC pipe and ISI grade switch gears.
12. All outside walls will be provided with decorative cement based paints.
13. All inside walls will be provided with lime punning or Putty.
14. All Door frames, G.I. Pipes will be provided with 02 Coats of enamel paint over a coat of primer.

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

**WITNESSES**

1. Jagmohan Poddar  
JAGMOHAN PODDAR  
SPO - Sri Apathal Poddar  
Millanpally, Siliguri  
P.O. S.P.S - Siliguri  
Distt Darjeeling.
2. Subhajit Singha.  
To Ramesh ch. Singha  
R/o Salkavita, P.O. New Rangia  
P.S. Modigara, Darjeeling.

*Gour Charan Das*

Darjeeling (OWNER) Agents & Developers

*Nisith Kumar Agarwal*

(DEVELOPER)

Drafted by me as per instructions of the parties, printed in my office and I read over and explained the contents of this agreement to the parties.

*Debdip Dutta*  
Debdip Dutta  
Advocate, Siliguri

16/06/2020

[DEBDIP DUTTA]

Advocate, Siliguri  
Enrol. No. WB/762/2003



Addl. Dist-Sub Registrar  
Siliguri-II or Bagdogra Dist Durgachhing

16 JUN 2020

FINGER PRINTS OF :

SRI GURU CHARAN ROY



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

*Sri Guru Charan Roy*

*Sri Guru Charan Roy*

*Sri Guru Charan Roy*

SIGNATURE

FINGER PRINTS OF :

SRI NISITH KUMAR AGARWAL



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

*Nisith Kumar Agarwal*

*Nisith Kumar Agarwal*

*Nisith Kumar Agarwal*

SIGNATURE



Addl. Dist-Sub Registrar  
Siliguri-II at Bagdoura Dist Durgachow

4

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA



AHBPR7963D

GURU CHARAN ROY

ADANTA KUMAR ROY

04/02/1969



Guru Charan Roy





 ভারত সরকার  
 Government of India


 Subh Charan Roy  
 পদ: সাধারণ মানুষের অধিকার  
 পিতা: মানিক চন্দ্র রায়  
 জন্ম তারিখ: 05/05/1974

8780 3958 7941

আখার - সাধারণ মানুষের অধিকার

*Subh Charan Roy*


 Unique Identification Authority of India

Address:  
 Unique Identification Authority of India  
 Sector 10, Connaught Place, New Delhi - 110028

8780 3958 7941







Darjeeling Real Estate Agents & Developers  
*Shishu Kumar Agarwal*  
Partner



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

NISITH KUMAR AGARWAL  
BHIM RAJ AGARWAL

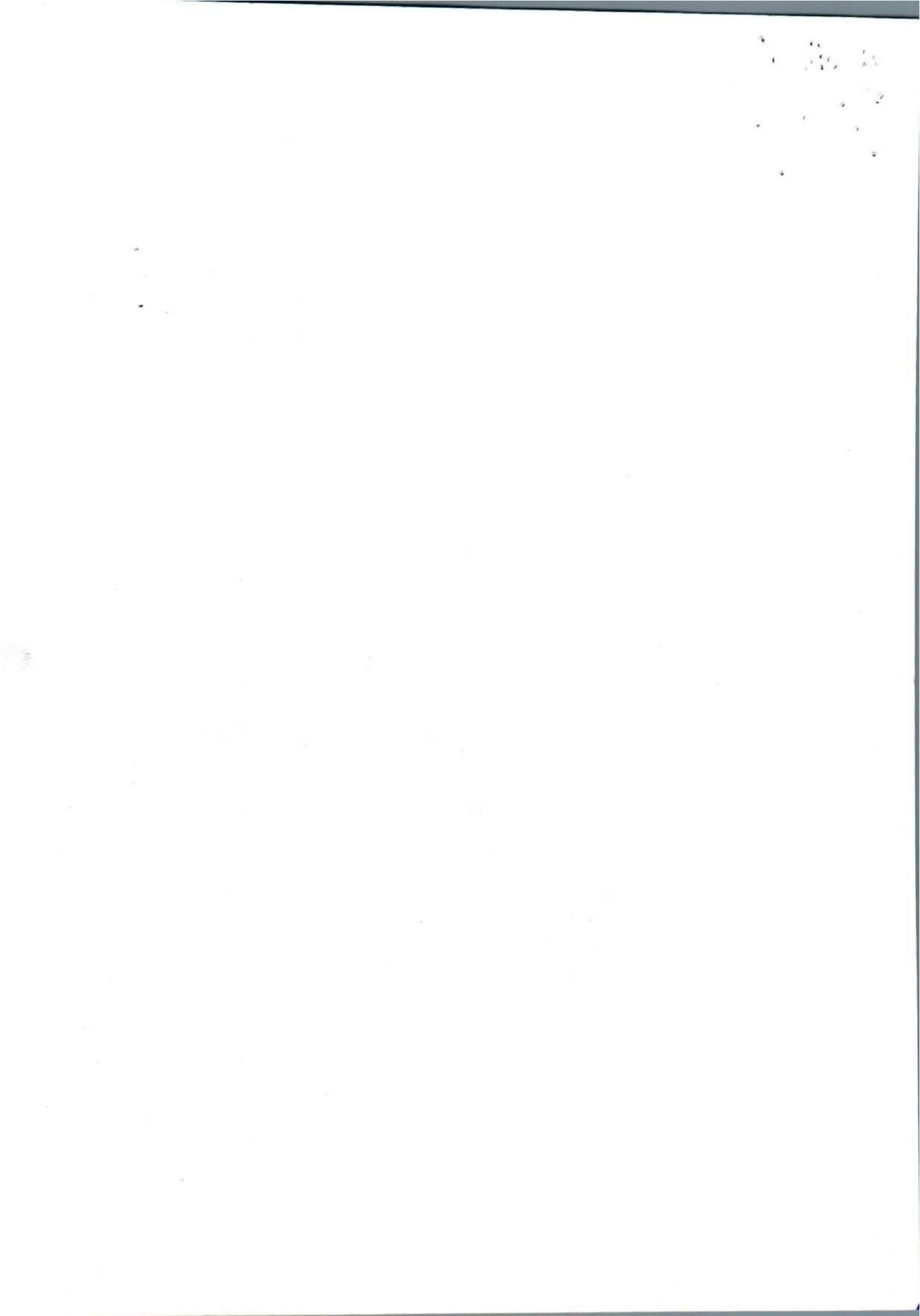
12/01/1972  
Permanent Account Number  
ACCPA8183G

*Nisith Kumar Agarwal*  
Signature



10082016

*Nisith Kumar Agarwal*





GOVERNMENT OF INDIA  
Government of India

निशित कुमार अग्रवाल

Nisith Kumar Agarwal

पिता : भिमराज अग्रवाल

Father : BHIMRAJ AGARWAL

जन्मदिनांक / DOB : 12/01/1972

लिंग / Male

4913 0922 2381



*Nisith Kumar Agarwal*



ভারতীয় পরিচয় পরিদপ্তর

Unique Identification Authority of India

ঠিকানা:

শ্যামা কুজ ওয়ার্ড 40, প্রনামি  
স্কুল রোড নার্সিং সিলিগুড়ি,  
সিলিগুড়ি (পৌরসভা), পশ্চিম  
বঙ্গ, 734001

Address:

shyama kurj ward number 40,  
PRANAMI school road last,  
SILIGURI, Siliguri (M. Corp.),  
Sevoke Road, Jalpaiguri, West  
Bengal, 734001

4913 0922 2381



1800 300 1947



help@uidai.gov.in

WWW

www.uidai.gov.in

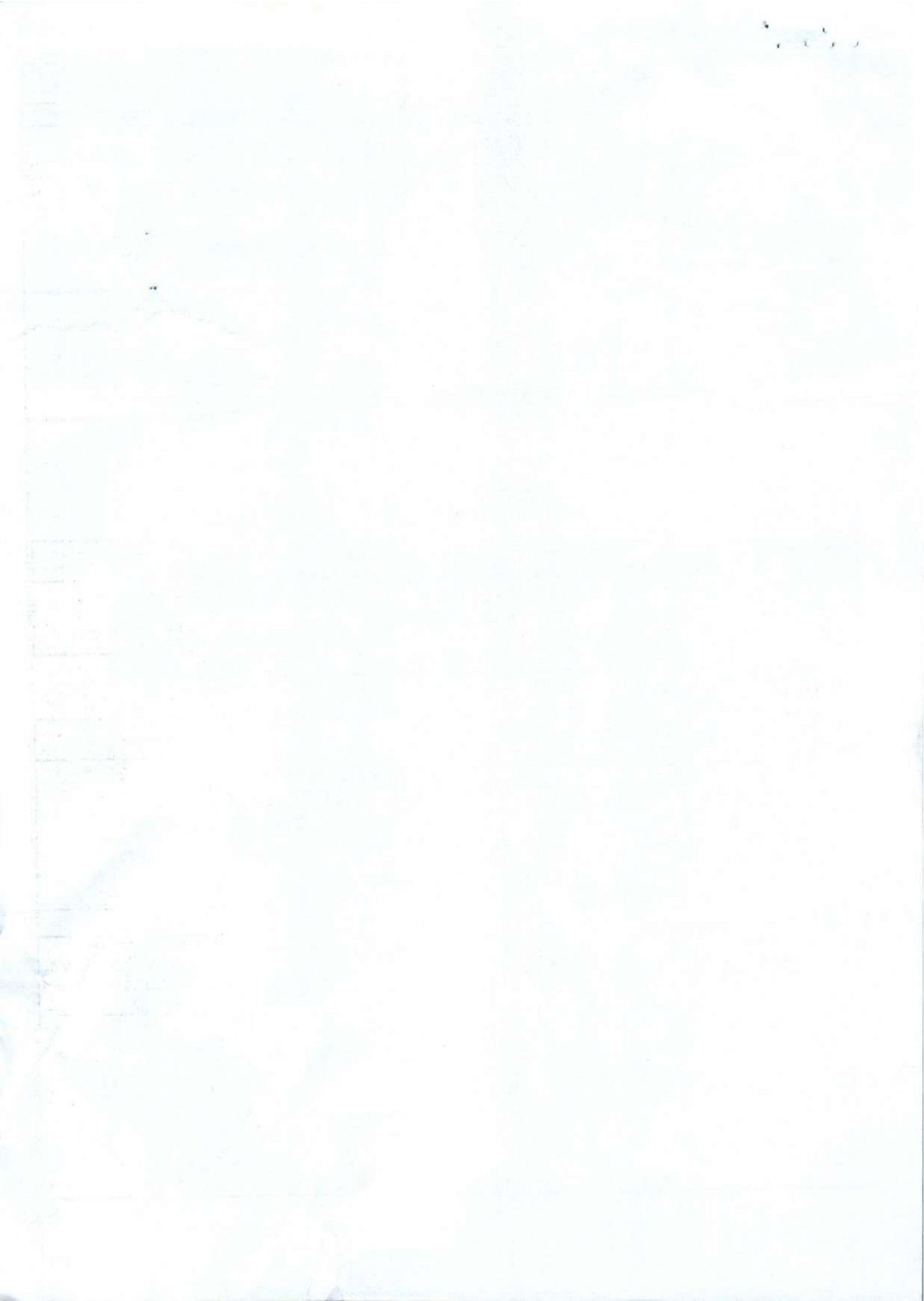
## Major Information of the Deed

Deed No :	I-0403-02199/2020	Date of Registration	16/06/2020
Query No / Year	0403-2000549190/2020	Office where deed is registered	
Query Date	18/05/2020 11:40:55 AM	0403-2000549190/2020	
Applicant Name, Address & Other Details	Debdip Dutta Nazrul Sarani, Opposite Akash Nursing Home, Ashrampara, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8927368550, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration :-1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
Rs. 20,00,000/-	Rs. 87,50,000/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 10,021/- (Article:48(g))	Rs. 20,021/- (Article:E, E, E,)		
Remarks			

### Land Details :



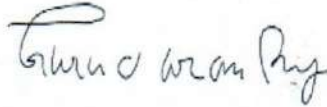
District: Darjeeling, P.S:- Matigara, Gram Panchayat: ATHARAKHAI, Mouza: Bairatishal, JI No: 70, Pin Code : 734013

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-389 (RS :-)	LR-3056	Bastu	Rupni	0.08 Acre	6,40,000/-	28,00,000/-	Width of Approach Road: 30 Ft., Last Reference Deed No :0403-I-02883-2012
L2	LR-390 (RS :-)	LR-6056	Bastu	Rupni	0.17 Acre	13,60,000/-	59,50,000/-	Width of Approach Road: 30 Ft., Last Reference Deed No :0403-I-02883-2012
		<b>TOTAL :</b>			<b>25Dec</b>	<b>20,00,000 /-</b>	<b>87,50,000 /-</b>	
		<b>Grand Total :</b>			<b>25Dec</b>	<b>20,00,000 /-</b>	<b>87,50,000 /-</b>	







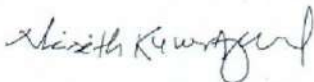
**Land Lord Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri GURUCHARAN ROY (Presentant)</b> Son of ANANTA KUMAR ROY Executed by: Self, Date of Execution: 16/06/2020 , Admitted by: Self, Date of Admission: 16/06/2020 ,Place : Office	 <small>16/06/2020</small>	 <small>LTI 16/06/2020</small>	 <small>16/06/2020</small>
Sarat Nagar , Bairatisal,Rangia, Matigara, P.O:- New Rangia, P.S:- Matigara, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734013 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHBPR7963D, Aadhaar No: 87xxxxxxxx7941, Status :Individual, Executed by: Self, Date of Execution: 16/06/2020 , Admitted by: Self, Date of Admission: 16/06/2020 ,Place : Office				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Darjeeling Real Estate Agents &amp; Developers</b> Ground Floor Neelkamal Plaza, Hillcart Road, Silig, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 , PAN No.:: AAJFD0844L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri Nisith Kumar Agarwal</b> Son of Late Bhimraj Agarwal Date of Execution - 16/06/2020, , Admitted by: Self, Date of Admission: 16/06/2020, Place of Admission of Execution: Office	 <small>Jun 16 2020 12:17PM</small>	 <small>LTI 16/06/2020</small>	 <small>16/06/2020</small>
Shyamakunj, Punjabipara, P.O:- Haiderpara, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACCPA8183G, Aadhaar No: 49xxxxxxxx2381 Status : Representative, Representative of : Darjeeling Real Estate Agents & Developers (as partner)				



**Identifier Details :**

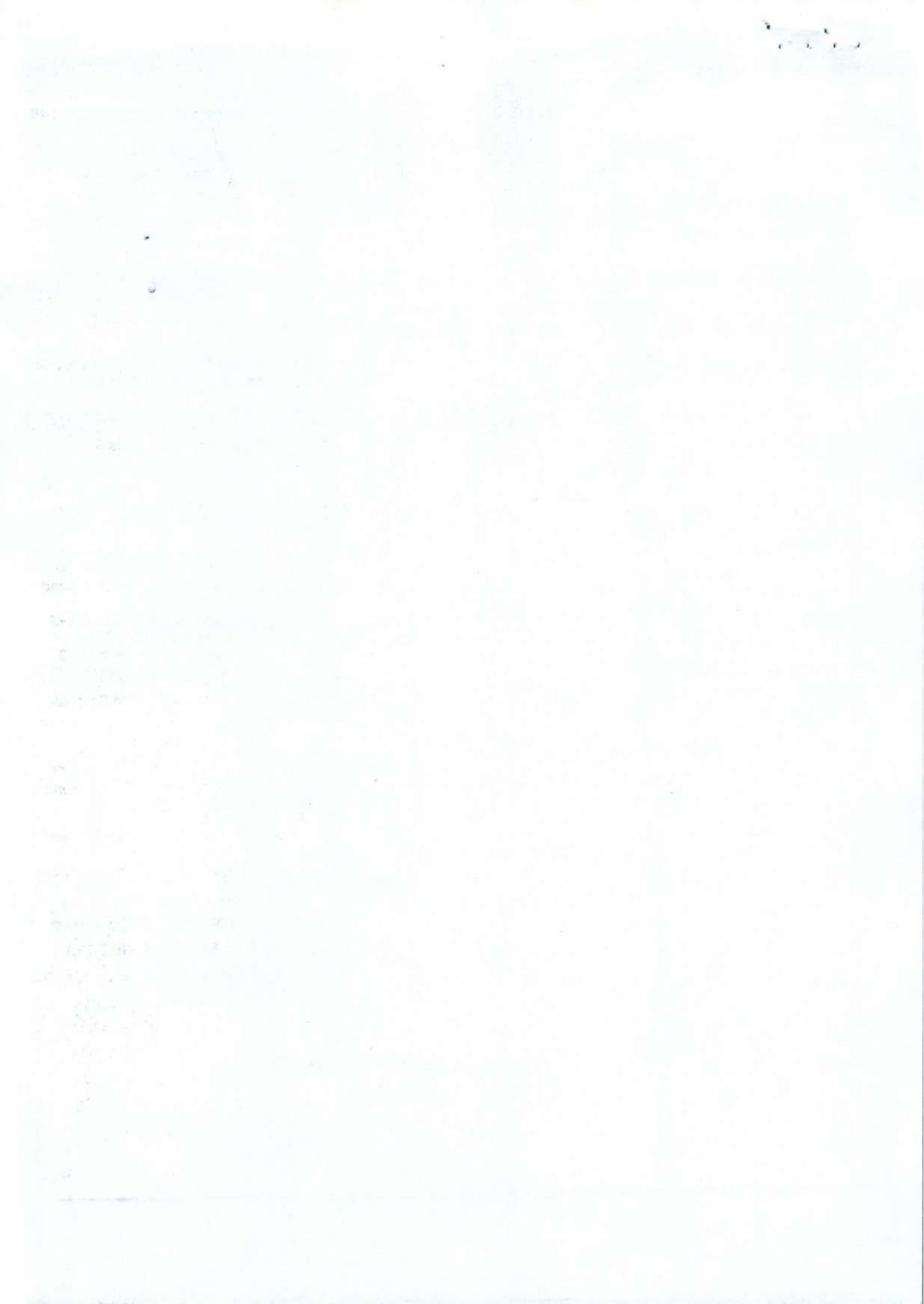
Name	Photo	Finger Print	Signature
<b>Shri Jagmohan Poddar</b> Son of Shri Rohit Poddar Millanpally, Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005			
	16/06/2020	16/06/2020	16/06/2020
Identifier Of Shri GURUCHARAN ROY, Shri Nisith Kumar Agarwal			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri GURUCHARAN ROY	Darjeeling Real Estate Agents & Developers-8 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Shri GURUCHARAN ROY	Darjeeling Real Estate Agents & Developers-17 Dec



On 16-06-2020

**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 11:57 hrs on 16-06-2020, at the Office of the A.D.S.R. BAGDOGRA by Shri GURUCHARAN ROY ,Executant.

**Certificate of Market Value(WB PUVI rules of 2001)**

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 87,50,000/-

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

Execution is admitted on 16/06/2020 by Shri GURUCHARAN ROY, Son of ANANTA KUMAR ROY, Sarat Nagar, Bairatisal,Rangia, Matigara, P.O: New Rangia, Thana: Matigara, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734013, by caste Hindu, by Profession Business

Indetified by Shri Jagmohan Poddar, , Son of Shri Rohit Poddar, Millanpally, Siliguri, P.O: Siliguri, Thana: Siliguri, , 48 City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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

Execution is admitted on 16-06-2020 by Shri Nisith Kumar Agarwal, partner, Darjeeling Real Estate Agents & Developers (Partnership Firm), Ground Floor Neelkamal Plaza, Hillcart Road, Silig, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Shri Jagmohan Poddar, , Son of Shri Rohit Poddar, Millanpally, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 20,021/- ( B = Rs 20,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,021/-

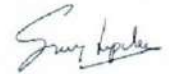
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/06/2020 11:28AM with Govt. Ref. No: 192020210009689491 on 10-06-2020, Amount Rs: 20,021/-, Bank: Bank of Boroda ( BARB0INDIAE), Ref. No. 134140143 on 10-06-2020, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 9,921/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 837, Amount: Rs.100/-, Date of Purchase: 12/05/2020, Vendor name: T Roy  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/06/2020 11:28AM with Govt. Ref. No: 192020210009689491 on 10-06-2020, Amount Rs: 9,921/-, Bank: Bank of Boroda ( BARB0INDIAE), Ref. No. 134140143 on 10-06-2020, Head of Account 0030-02-103-003-02



and  
/B  
3  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BAGDOGRA  
Darjeeling, West Bengal

/B  
ink

and

/B

3

AR

/B  
ink



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2020, Page from 56422 to 56446  
being No 040302199 for the year 2020.



*Suraj Lepcha*

Digitally signed by SURAJ LEPCHA  
Date: 2020.06.16 14:33:16 +05:30  
Reason: Digital Signing of Deed.

(Suraj Lepcha) 2020/06/16 02:33:16 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BAGDOGRA  
West Bengal.

(This document is digitally signed.)

