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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

[Signature]
Addl. District Sub-Registrar,
Sikindra at Bagdogra

5 SEP 2020

Santanu Choudhury

[Signature]
Darjeeling Real Estate Agents & Developers
Partner

DEED OF DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE ON THIS THE 08TH DAY OF
SEPTEMBER, TWO THOUSAND TWENTY, AT BAGDOGRA.

~: BETWEEN :~

Contd.....P/2



NON JUDICIAL STAMP

SI. No. 575 Dated. 28/8/2020

Sold To. Darjeeling Real Estate Agents & Developer

Address. [Signature]

Stamp Value of Rs. 100/- Rupees. Hundred

(RITA CHAKI)
Stamp Vendor
Licence No. 347 / RM
A.U.S.R. Office, Bagdogra
Darjeeling



Adl. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist Darjeeling

15 SEP 2020



Santanu Chakraborty

Darjeeling Real Estate Agents & Developers

Nisith Kumar Agarwal
Partner

SRI SANTANU CHAKRABORTY, [I.T. PAN : ABUPC3679C] [AADHAAR No. 950649545433] Son of Sri Shibatosh Chakraborty, Hindu by faith, Indian by nationality, legal practitioner by occupation, resident of Matri-Asish, Patel Road, Siliguri, Ward No. III (S.M.C.), P.O. & P.S. Pradhan Nagar, 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**.

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**, [AADHAAR No. 491309222381] 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 one Smt. Kaushalya Devi Minda, wife of Late Chananmall Minda and her sister-in-law namely Smt. Raliya Devi Minda (since deceased), Wife of Govind Ram Minda had acquired the absolute joint ownership with respect to all that 0.62 Acre of land in R.S. Plot No.351 corresponding to L.R. Plot No.388, recorded in Khatian No.358, within Mouza Bairatishal, under P.S. Siliguri (now Matigara), Dist. Darjeeling, by way of purchase from the recorded owner of the land namely Honglal @ Hanglal Singh, Son of Gayshal Singh, through a deed of conveyance being document No. I- 4507 for the year 1963 registered at the office of the Sub-Registrar, Siliguri.

AND WHEREAS subsequently the above named Smt. Kaushalya Devi Minda and Smt. Raliya Devi Minda (since deceased) had amicably and mutually partitioned the aforesaid land between themselves by meets and bounds and thereafter said Smt. Kaushalya Devi Minda had handed over the physical possession of the all that 19 Katha or 0.31 Acre of land i.e. the entire land from her part to and in favour of one Sri Shibatosh Chakraborty (i.e. the father of the Owner/First Party hereof) in the year 1970 and the above named Smt. Raliya Devi Minda (since deceased) had also handed over the physical possession of the all that 13 Katha of land out of her part of 19 Katha of land in favour of said Sri Shibatosh Chakraborty (i.e. the father of the Owner/First Party hereof) in the year 1970 and the remaining portion of land measuring 6 Katha belonging to said Smt. Raliya Devi Minda (since deceased) remained in her khas possession.

AND WHEREAS thereafter the above named Smt. Kaushalya Devi Minda on 27.08.2013 sold and transferred her all that entire 0.31 Acre or about 19 Katha of land unto and in favour of Sri Santanu Chakraborty (i.e. the Owner/First Party hereof) and his younger brother Sri Susanta Chakraborty, Son of Shibatosh Chakraborty, through a deed of conveyance being document No. I- 8095 for the year 2013 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra. And by dint of such registered deed of conveyance the Owner/First Party hereof and his said brother namely Sri Susanta Chakraborty had become the absolute co-owners in khas, actual and physical possession of the aforesaid 0.31 Acre or 19 Katha of land having with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.





Adll. Dist-Sub Registrar
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Anisith Kumar Agnew
Partner

AND WHEREAS in the meanwhile the above named Smt. Raliya Devi died intestate leaving behind her two sons namely Sri Braham Minda and Sri Manish Minda, both sons of Late Govindram Minda who accordingly as per the provisions of the Hindu Succession Act, 1956 inherited the said landed property and became the sole and absolute co-owners thereof free from all encumbrances and charges whatsoever.

AND WHEREAS thereafter the above named Sri Braham Minda and Sri Manish Minda through two separate deed of conveyance being document No. I- 7415 for the year 2014 and I-7995 for the year 2014, both the documents registered at the office of the A.D.S.R. Siliguri-II at Bagdogra, transferred all that 13 Katha (i.e. 6.5 Katha + 6.5 Katha) of land unto and in favour of the Owner/First Party hereof. And by dint of said two registered deed of conveyance the Owner/First Party hereof has become the absolute owner in khas, actual and physical possession of the aforesaid 13 Katha of land having with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS on 08.09.2020 the above named Sri Susanta Chakraborty, Son of Shibatosh Chakraborty i.e. the younger brother of the Owner/First Party hereof has transferred his part of 0.155 Acre of land i.e. undivided 50% share in the all that above mentioned 0.31 Acre of land unto and in favour of the Owner/First Party hereof through a Deed of Gift for the year 2020 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra.

AND WHEREAS previously on 13.03.2006 the Owner/First Party hereof has also acquired the absolute ownership of all that adjoining 0.33 Acre or 1 Bigha of land in L.R. Plot No.391, recorded in Khatian No.5/1 & 83/1, within Mouza Bairatishal, J.L. No.70, under P.S. Matigara, Dist. Darjeeling, by way of purchase from Sri Arjun Chandra Roy and Sri Gokul Chandra Roy, both sons of Sri Bharat Chandra Roy, through a deed of conveyance being document No. I- 6660 for the year 2006 registered at the office of the A.D.S.R. Siliguri-II at Bagdogra. And by dint of aforesaid registered deed of conveyance the Owner/First Party hereof has become the sole and absolute owner in khas, actual and physical possession of the aforesaid 0.33 Acre or 1 Bigha or 20 Katha of land having with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS in the aforesaid manner the Owner/First Party hereof has become the sole, absolute and exclusive owner in actual, khas and physical possession of all that entire 19 Katha + 13 Katha + 20 Katha = **52 Katha or 0.858 Acre** of land in L.R. Plot Nos. 388 (area measuring 0.528 Acre) & 391 (area measuring 0.33 Acre) within Mouza Bairatishal, under P.S. Matigara, Dist. Darjeeling as described in the Schedule herein below, free from all encumbrances and charges whatsoever. And the said entire land has been duly recorded in L.R. Khatian being Nos.7262 & 7263 as on this date.

AND WHEREAS the Owner/First Party above named being desirous of constructing a multi storey residential cum commercial building consisting several numbers of units i.e. residential Flats, shops/office premises, car parking, servant's quarter etc. on ownership basis on the entire aforesaid land measuring 52 Katha or 0.858 Acre, as described in the First Schedule herein below, but the Owner/First Party hereof 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 Owner/First Party hereto has approached and proposed the Second Party hereof to develop his aforesaid landed property as per 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





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Rishith Kumar Aggarwal
Partner

residential cum commercial complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.

- A) The said premises i.e. the land measuring 52 Katha or 0.858 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/First Party 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.

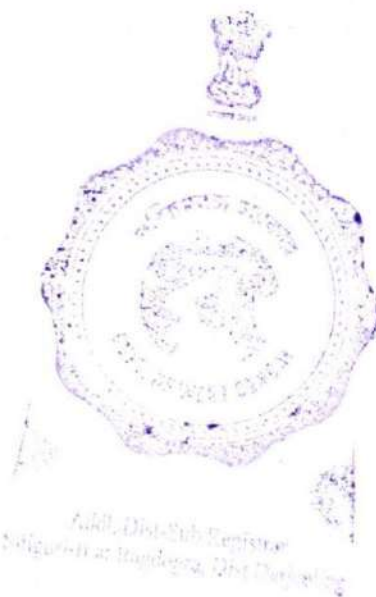
NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

ARTICLE-I-DEFENITIONS:

In this Agreement, unless otherwise specifically mentioned.

- 1.1 The Owner shall mean the above named Sri Santanu Chakraborty, Son of Shibatosh Chakraborty, 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 52 Katha or 0.858 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.
- 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.





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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 cum commercial complex in the aforesaid premises the Developer/Second Party shall provide to the Owner/First Party total 6 (Six) Nos. of residential flats measuring about 1200 Sq.Ft. (Super built up) area each equivalent to approximately 850 Sq.Ft. (Carpet area) proportionately in the said proposed multi storey building together with 6 (Six) 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.50,00,000/- (Rupees Fifty 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.20,00,000/- (Rupees Twenty Lacs) only at the time of execution of these presents through account payee cheques/RTGS, and the receipt of which is hereby admitted and acknowledged by the First Party by signing this agreement.
- ## Further a sum of Rs.10,00,000/- (Rupees Ten Lacs) only after sanction of building plan by the appropriate authority;
- ### Finally the remaining sum of Rs.20,00,000/- (Rupees Twenty Lacs) only within 1 (one) year from starting of the construction work of the said proposed building upon the land as described in the First Schedule herein below.

1.11 DEVELOPER'S ALLOCATION:

All that other remaining saleable and useable portion of the said proposed Multi Storey residential cum commercial complex including the flats, shops/office premises, 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.





Addl. Dist-Sub Registrar
Simguri-II at Bagdogra, Dist Darjeeling

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-Santani Chatterjee
Darjeeling Real Estate Agents & Developers
Rishith Kumar Aggarwal
Partner

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.
- 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





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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.
- 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 cum commercial 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.

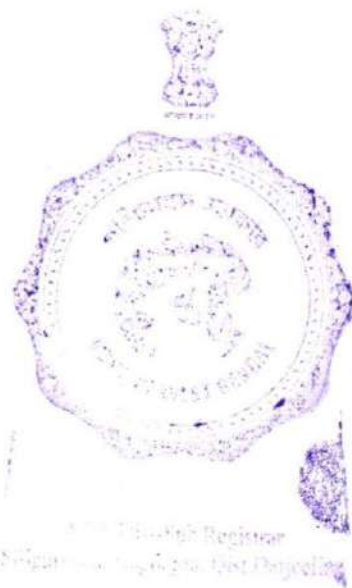
ARTICLE VIII- COMMON FACILITIES

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.





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Santanu Chatterjee

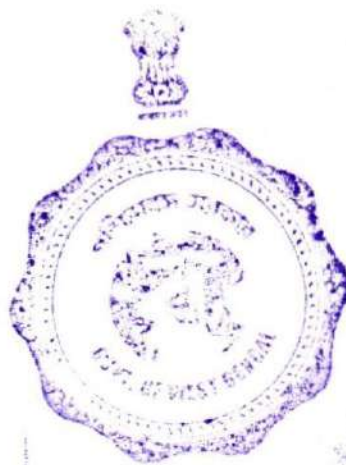
Deejeeting Real Estate Agents & Developers
Partner
Srisith Kumar Agnwal

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





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Santam Chawla
 Projecting Real Estate Agents & Developers
 Anish Kumar Aggarwal
 Partner

- 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 **60 (Sixty)** 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. 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.

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





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Santamu Chatterjee

Darjeeling Real Estate Agents & Developers
Elisith Kumar Aggarwal
Partner

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 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.





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- 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.

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

ALL THAT PIECE OF PARCEL OF LAND MEASURING 52 Katha or 0.858 Acre, appertaining to and forming part of L.R. Plot Nos. 388 (area measuring 0.528 Acre) & 391 (area measuring 0.33 Acre), recorded in the L.R. Khatian No.7262 & 7263, within Mouza Bairatishal, Pargana Patharghata, J.L No.70, within P.S. Matigara, District Darjeeling.

The entire land in plot no 388 is butted and bounded as follows:

By North : Boundary Wall of North Bengal University;
 By South : Land in L.R. Plot No 389 & 390
 By East : 30' Wide Panchyat Road
 By West : Boundary Wall of North Bengal University;

The entire land in plot no 391 is butted and bounded as follows:

By North : Land in L.R. Plot No 389 & 390
 By South : Land in L.R. Plot No 392
 By East : 30' Wide Panchyat Road
 By West : Land in L.R. Plot 391 & Boundary Wall of North Bengal University;





Addl. Dist-Sub Registrar
Siliguri in Bagdogra, Dist Dooars

15 SEP 2020

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

WITNESSES

1. Mohan Poddar
JAGMOHAN PODDAR
S/o - Sri Rohit Poddar
Miller Pally,
P.O & P.S - Siliguri
Dist: Darjeeling.
2. Aditya Agarwal,
Ho. Sri Kishan Kr. Agarwal,
Punjabi Lane,
P.O. & P.S. Siliguri,
Dist - Darjeeling.

Santanu Chauraboty
(OWNER)

Darjeeling Real Estate Agents & Developers
Shisith Kumar Agarwal
Partner
(DEVELOPER)

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

Debdip Dutta 08/09/2020
Debdip Dutta
Advocate, Siliguri

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



Addl. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist Darjeeling

11 5 SEP 2020



Sri Santanu Chakraborty

FINGER PRINTS OF : SRI SANTANU CHAKRABORTY

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

Santanu Chakraborty
SIGNATURE



Darjeeling Real Estate Agents & Developers
Nisith Kumar Agarwal
Partner

FINGER PRINTS OF : SRI NISITH KUMAR AGARWAL

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

Darjeeling Real Estate Agents & Developers
Nisith Kumar Agarwal
SIGNATURE Partner



Adtl. Dist-Sub Registrar
Siliguri at Bagdogra, Dist Darjeeling.

15 SEP 2020

स्थाह लेखा संख्या / PERMANENT ACCOUNT NUMBER

ABUPC3679C



नाम / NAME

SANTANU CHAKRABORTY

पिता का नाम / FATHER'S NAME

SHIBATOSH CHAKRABORTY

जन्म तिथि / DATE OF BIRTH

22-02-1971

हस्ताक्षर / SIGNATURE

Santanu Chakraborty

Santanu Chakraborty

आयकर अधिकारी, प. नं.-11

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

इस कार्ड के खो / मिल जाने पर कृपया जारी करने
वाले प्राधिकारी को सूचित / वापस कर दे
सहायक आयकर आयुक्त,
पी-7,

चौरंगी रवबाघर,

कलकत्ता - 700 069.

In case this card is lost/found, kindly inform/return to
the issuing authority :

Assistant Commissioner of Income-tax,

P-7,

Chowringhee Square,

Calcutta- 700 069.

Santanu Chakraborty
Santanu Chakraborty





ভারত সরকার

Government of India

ভারত সরকার



9506 4954 5433



সমান্তরাল চন্দ্রের ভারতকার



ভারত সরকার
Unique Identification Authority of India

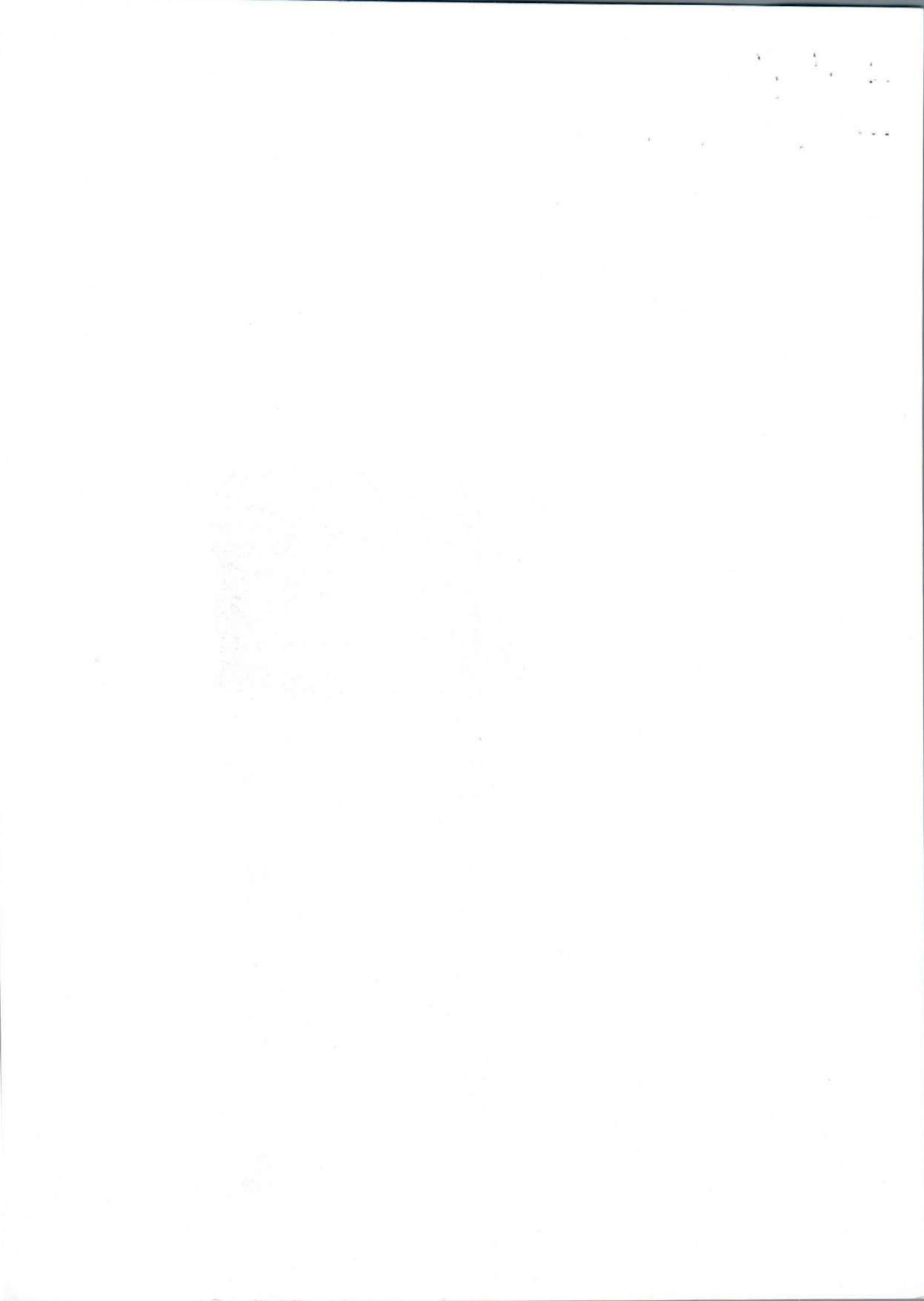
Address: ...

Address: 20/180 MATRE
KISHOR PATE ROAD
SANTANU CHANDR
Rajar Barabari West
Kolkata-700027

9506 4954 5433



Santanu Chandra





Darjeeling Real Estate Agents & Developers
Shashi Kumar Aggarwal
Partner



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NISITH KUMAR AGARWAL
BHIM RAJ AGARWAL

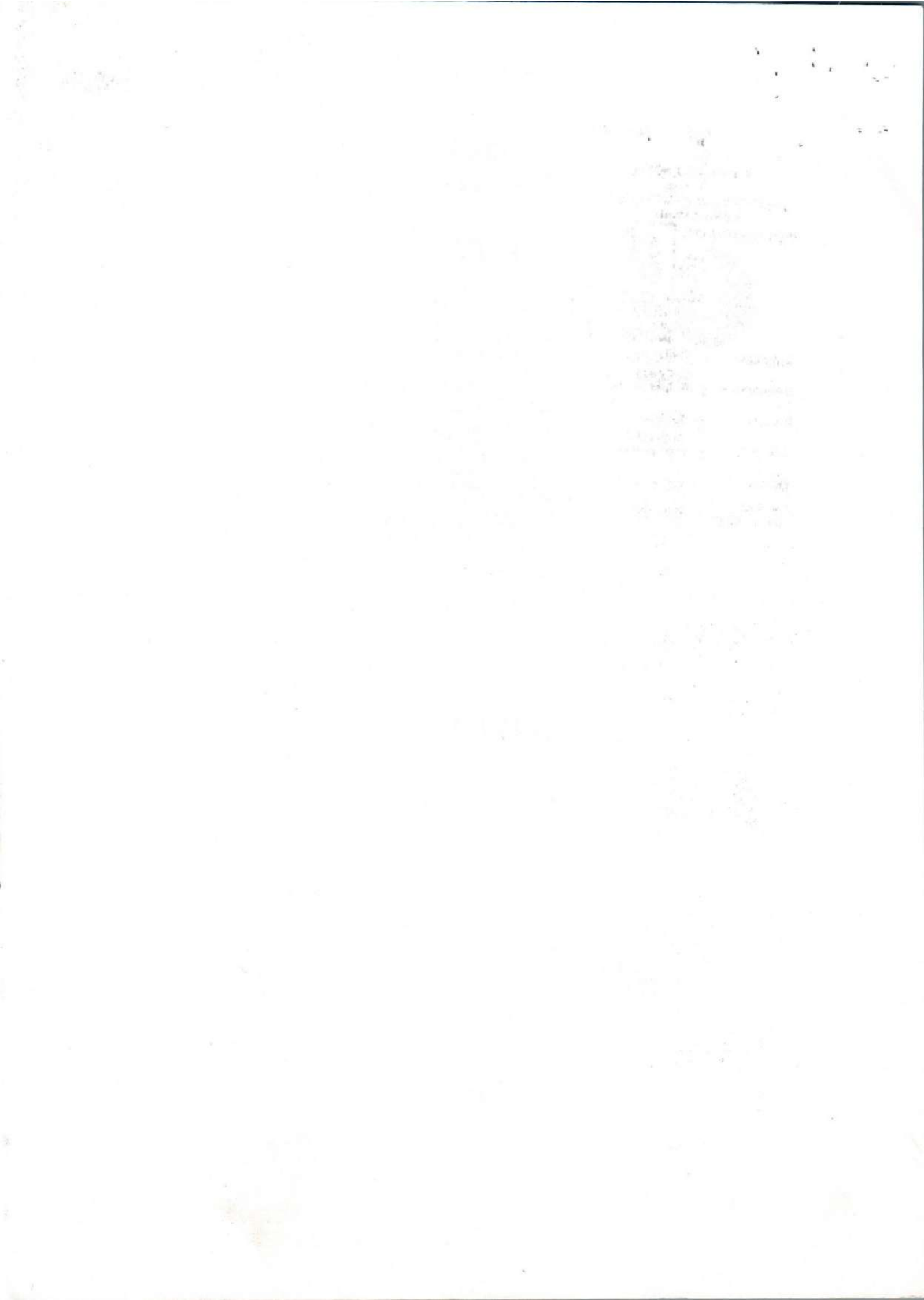
12/01/1972
Permanent Account Number
ACCPA8183G

Nisith Kumar Agarwal
Signature



10082016

Nisith Kumar Agarwal





Duplicate

ভারতের নির্বাচন কমিশন
পরিচয় পত্র
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/04/025/0696112



নির্বাচকের নাম : নিশীথ কুমার
আগরওয়াল
Elector's Name : Nishith Kumar Agarwal
পিতার নাম : ভীমরাজ
আগরওয়াল
Father's Name : Bhimraj Agarwal
লিঙ্গ/Sex : পুরুষ M
জন্ম তারিখ
Date of Birth : 12/01/1972

WB/04/025/0696112

বিতরণ
গুরুনানক সারানি, সিলিগুরি ১৩১০০১, মিসিং
ফোন নং: ৭৩৪০০১

Address:
GURUNANAK SARANI, SILIGURI (M
CORP.), SILIGURI, DARJEELING-734001

Date: 30/04/2013

২৬. নির্বাচন বিভাগ কর্তৃক নির্বাচন নিয়ন্ত্রণ কমিশনের
স্বাক্ষরিত
Facsimile Signature of the Electoral
Registration Officer for
26 Siliguri Constituency

নিয়ন্ত্রণ কমিশনের কার্যালয়ে পরিবর্তন করা হলে
নিয়ন্ত্রণ কমিশনের কার্যালয়ে পরিবর্তন করা হলে
নিয়ন্ত্রণ কমিশনের কার্যালয়ে পরিবর্তন করা হলে
In case of change in address mention this Card No.
in the relevant form for including your name in the
roll at the changed address and to obtain the card
with same number

Nishith Kumar Agarwal



ভারত সরকার
Government of India



নিশিথ কুমার আগরওয়াল
Nisith Kumar Agarwal
পিতা : ভিমরাজ আগরওয়াল
Father : BHIMRAJ AGARWAL
জন্মতারিখ / DOB : 12/01/1972
পুরুষ / Male



4913 0922 2381



ভারতীয় বাসিন্দা পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা:

শ্যামা কুঁজ ওয়াড ৪০, প্রনামি
স্কুল রোড লাস্ট, শিলিগুড়ি,
শিলিগুড়ি (পৌরসভা),
সেবকরোড, জলপাইগুড়ি, পশ্চিম
বঙ্গ, ৭৩৪০০১

Address:

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

4913 0922 2381



1947
1800 300 1947



help@uidai.gov.in



www.uidai.gov.in

Nisith Kumar Agarwal



Addl. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist Darjeeling

15 SEP 2020

Major Information of the Deed



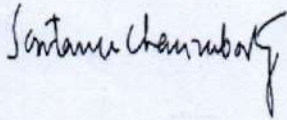
Deed No :	I-0403-03136/2020	Date of Registration	15/09/2020
Query No / Year	0403-2001033343/2020	Office where deed is registered	
Query Date	29/08/2020 10:17:56 AM		0403-2001033343/2020
Applicant Name, Address & Other Details	Debdip Dutta Nazrul Sarani, Opposite Akash Nursing Home, Ashrampara, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8927368550, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
Rs. 50,00,000/-	Rs. 2,76,63,636/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,001/- (Article:48(g))	Rs. 50,007/- (Article:E, B)		
Remarks			

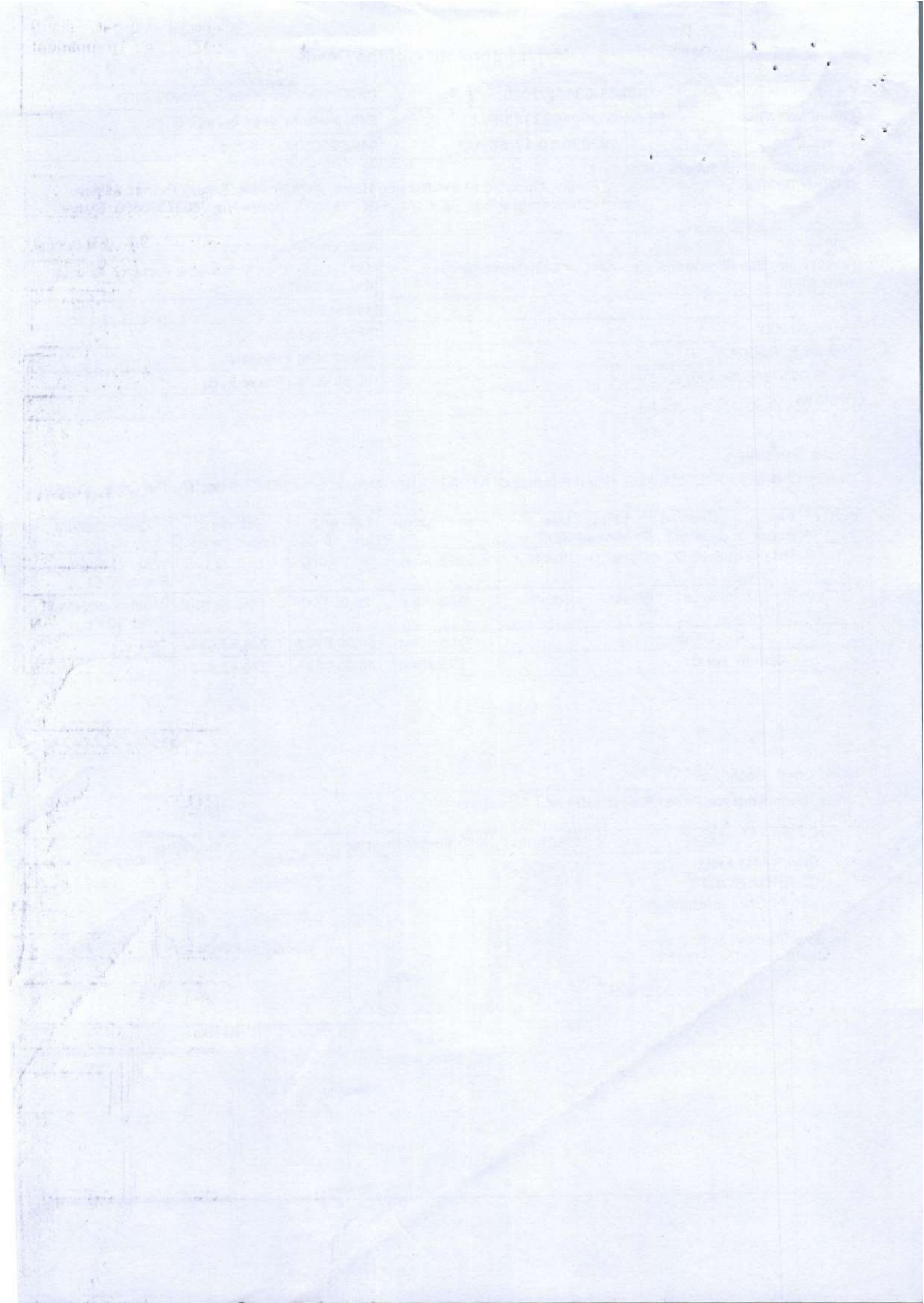
Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: ATHARAKHAI, Mouza: Bairatishal, JI No: 70, Pin Code : 734010

Sch No	Plot Number	Khatian Number	Land Use Proposed	ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-388 (RS :-)	LR-7262	Bastu	Rupni	0.528 Acre	30,00,000/-	1,70,23,776/-	Width of Approach Road: 30 Ft.,
L2	LR-391 (RS :-)	LR-7262	Bastu	Rupni	0.33 Acre	20,00,000/-	1,06,39,860/-	Width of Approach Road: 30 Ft.,
		TOTAL :			85.8Dec	50,00,000 /-	276,63,636 /-	
		Grand Total :			85.8Dec	50,00,000 /-	276,63,636 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SANTANU CHAKRABORTY Son of Shri Shibatosh Chakraborty Executed by: Self, Date of Execution: 15/09/2020 , Admitted by: Self, Date of Admission: 15/09/2020 ,Place : Office	 15/09/2020	 LTI 15/09/2020	 15/09/2020






Of Matri-Asish, Patel Road, Siliguri, Ward No. III, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India, PAN No.:: ABxxxxxx9C, Aadhaar No: 95xxxxxxxx5433, Status :Individual, Executed by: Self, Date of Execution: 15/09/2020 , Admitted by: Self, Date of Admission: 15/09/2020 ,Place : Office



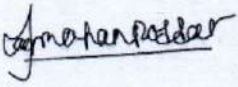
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	DARJEELING REAL ESTATE AGENTS & DEVELOPERS Neelkamal Plaza, Hill Cart Road, Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 , PAN No.:: AAxxxxxx4L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri NISITH KUMAR AGARWAL (Presentant) Son of Late Bhimraj Agarwal Date of Execution - 15/09/2020, , Admitted by: Self, Date of Admission: 15/09/2020, Place of Admission of Execution: Office			
		Sep 15 2020 12:01PM	LTI 15/09/2020	15/09/2020
	Shyama Kunj, Punjabi Para, 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.:: ACxxxxxx3G, Aadhaar No: 49xxxxxxxx2381 Status : Representative, Representative of : DARJEELING REAL ESTATE AGENTS & DEVELOPERS (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Jagmohan Poddar Son of Shri Rohit Poddar Millanpally, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005			
	15/09/2020	15/09/2020	15/09/2020

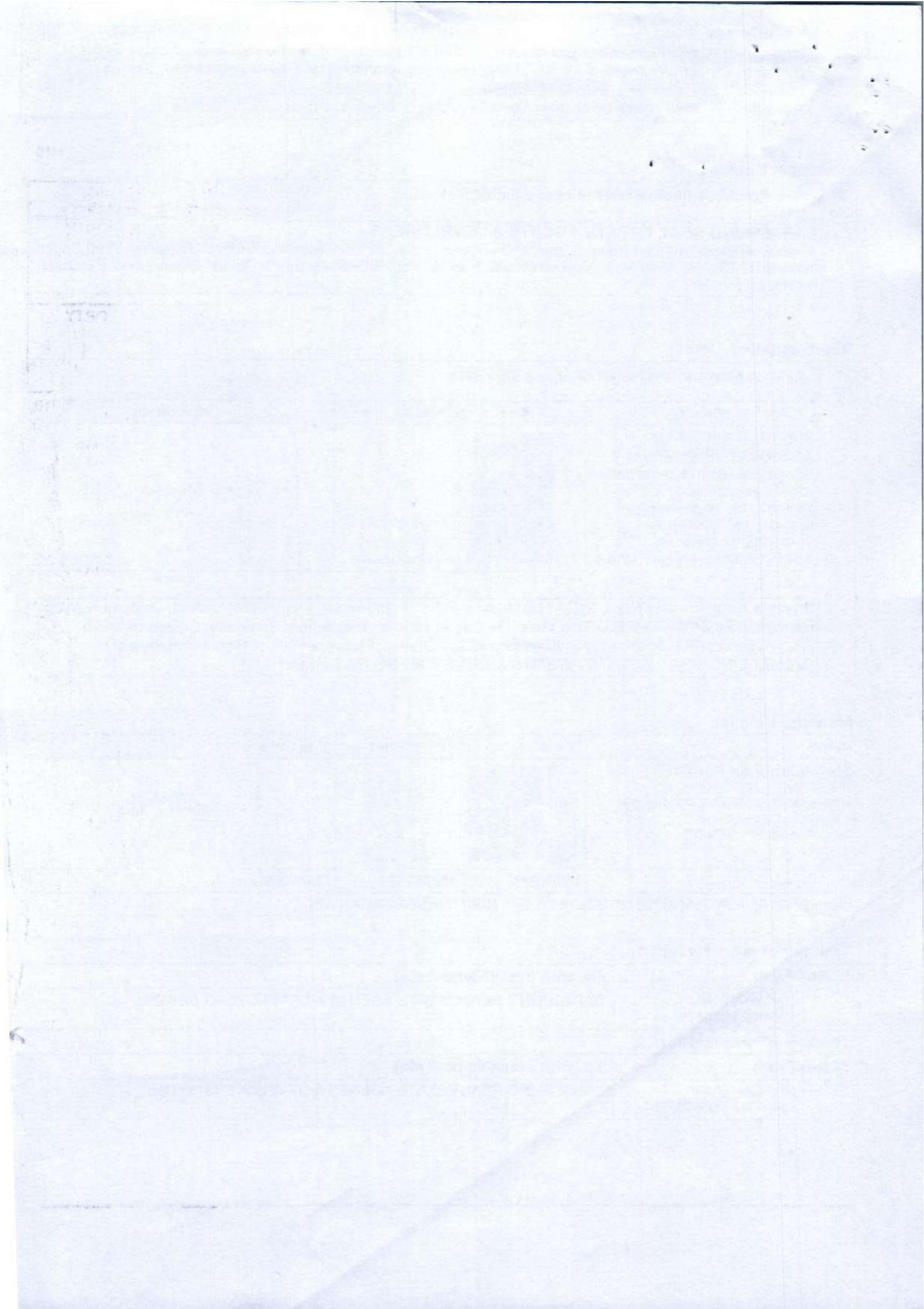
Identifier Of Shri SANTANU CHAKRABORTY, Shri NISITH KUMAR AGARWAL

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Shri SANTANU CHAKRABORTY	DARJEELING REAL ESTATE AGENTS & DEVELOPERS-52.8 Dec

Transfer of property for L2

SI.No	From	To. with area (Name-Area)
1	Shri SANTANU CHAKRABORTY	DARJEELING REAL ESTATE AGENTS & DEVELOPERS-33 Dec



Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: ATHARAKHAI, Mouza: Bairatishal, JI No: 70, Pin Code : 734010

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 388, LR Khatian No:- 7262	Owner: শান্তনু চক্রবর্তী, Gurdian: শিবভো চক্রবর্ত, Address: নিজ , Classification: রূপনী, Area: 0.37000000 Acre,	Shri SANTANU CHAKRABORTY
L2	LR Plot No:- 391, LR Khatian No:- 7262	Owner: শান্তনু চক্রবর্তী, Gurdian: শিবভো চক্রবর্ত, Address: নিজ , Classification: কারখানা, Area: 0.33000000 Acre,	Shri SANTANU CHAKRABORTY

10

10RTY

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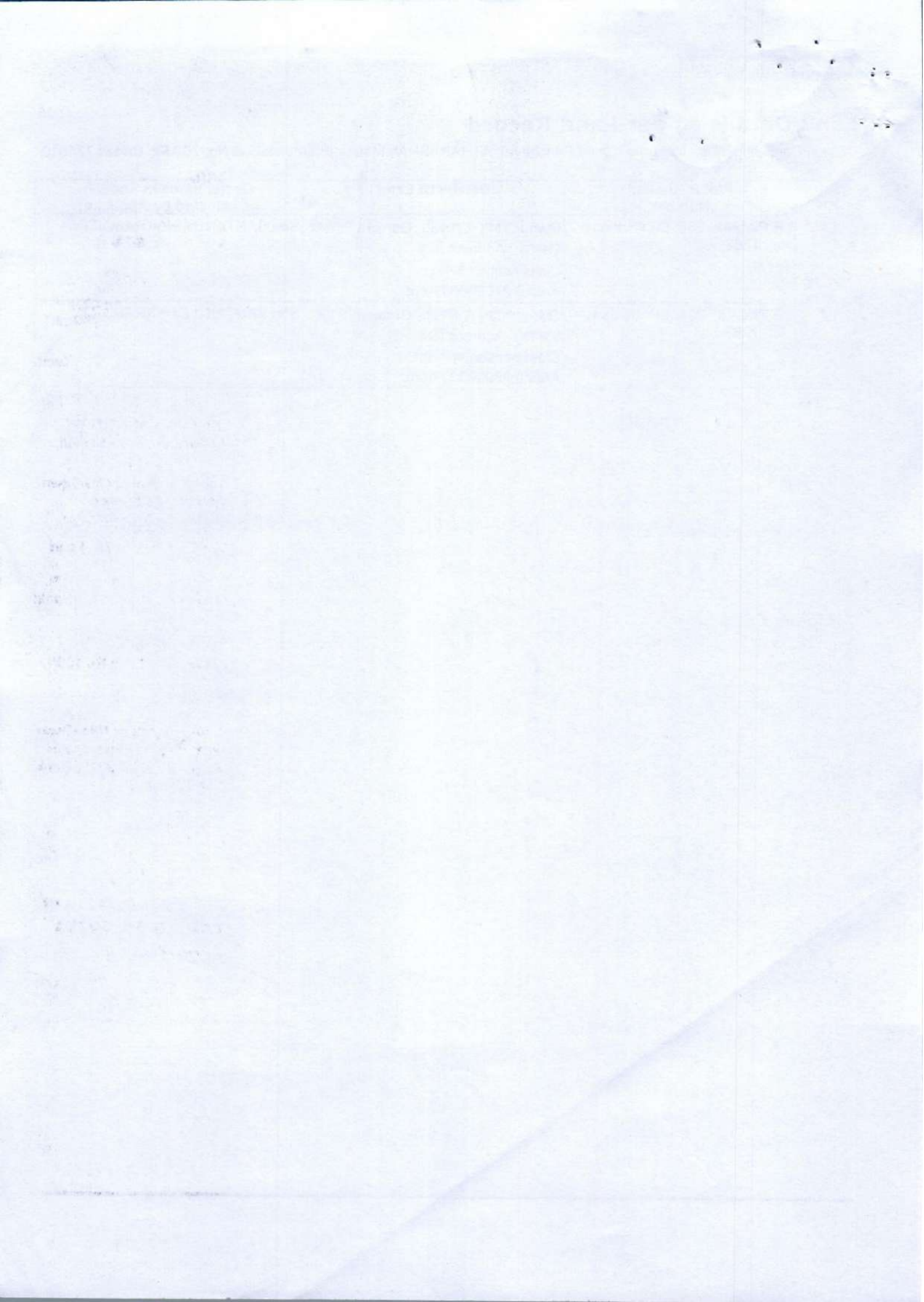
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On 15-09-2020

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 11:51 hrs on 15-09-2020, at the Office of the A.D.S.R. BAGDOGRA by Shri NISITH KUMAR AGARWAL ..

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 2,76,63,636/-

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

Execution is admitted on 15/09/2020 by Shri SANTANU CHAKRABORTY, Son of Shri Shibatosh Chakraborty, Of Matri-Asish, Patel Road, Siliguri, Ward No. III, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Advocate

Indetified by Shri Jagmohan Poddar, , , Son of Shri Rohit Poddar, Millanpally, P.O: Siliguri, Thana: Siliguri, , 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 15-09-2020 by Shri NISITH KUMAR AGARWAL, Partner, DARJEELING REAL ESTATE AGENTS & DEVELOPERS (Partnership Firm), Neelkamal Plaza, Hill Cart Road, Siliguri, 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, 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 50,007/- (B = Rs 50,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 50,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2020 1:44PM with Govt. Ref. No: 192020210074034928 on 03-09-2020, Amount Rs: 50,007/-, Bank: SBI EPay (SBlePay), Ref. No. 4806511187509 on 03-09-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

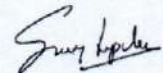
Certified that required Stamp Duty payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,901/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 575, Amount: Rs.100/-, Date of Purchase: 28/08/2020, Vendor name: Rita Chaki

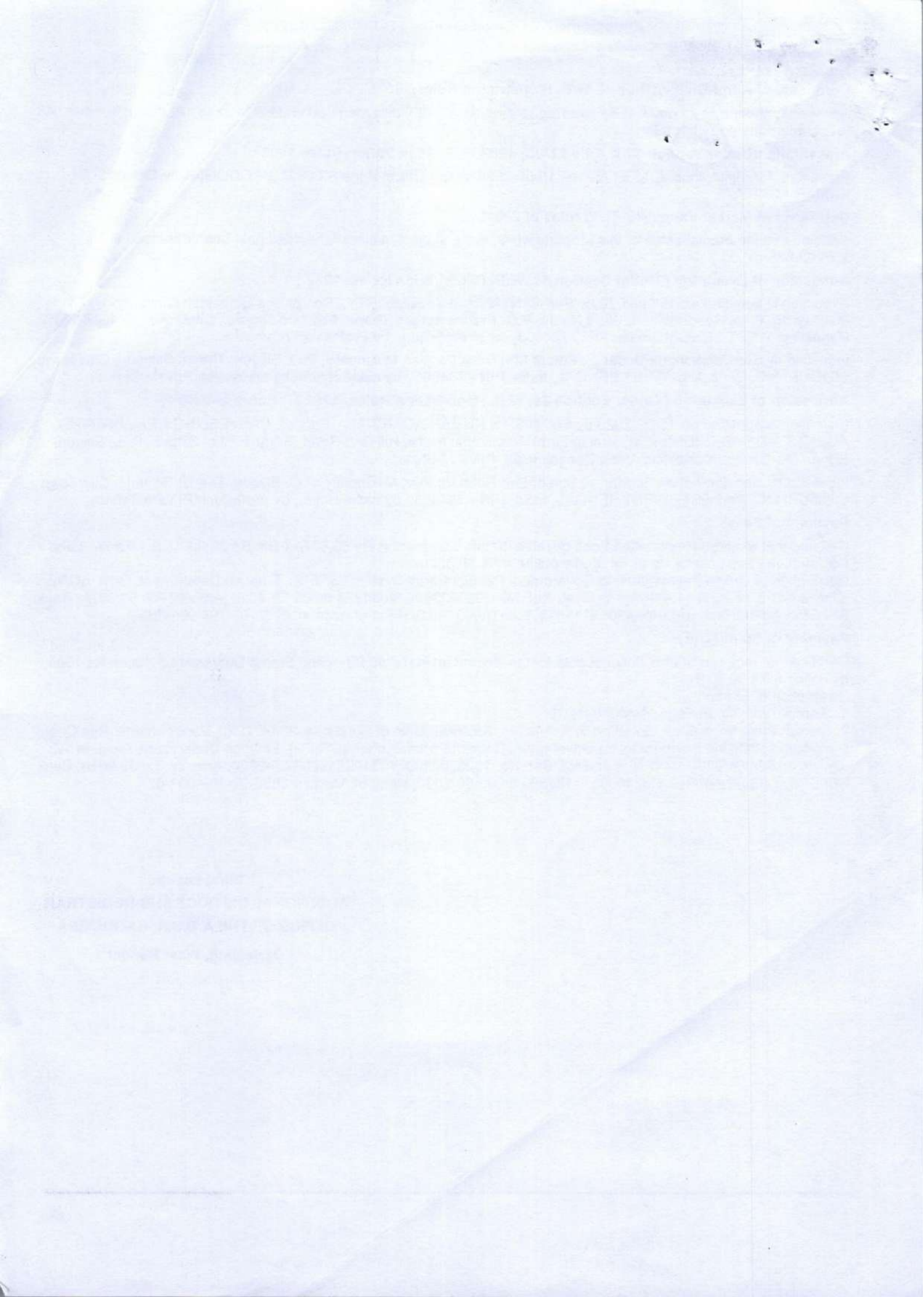
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2020 1:44PM with Govt. Ref. No: 192020210074034928 on 03-09-2020, Amount Rs: 39,901/-, Bank: SBI EPay (SBlePay), Ref. No. 4806511187509 on 03-09-2020, Head of Account 0030-02-103-003-02



Suraj Lepcha

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

Darjeeling, West Bengal



Certificate of Registration under section 60 and Rule 69.

• Registered in Book - I

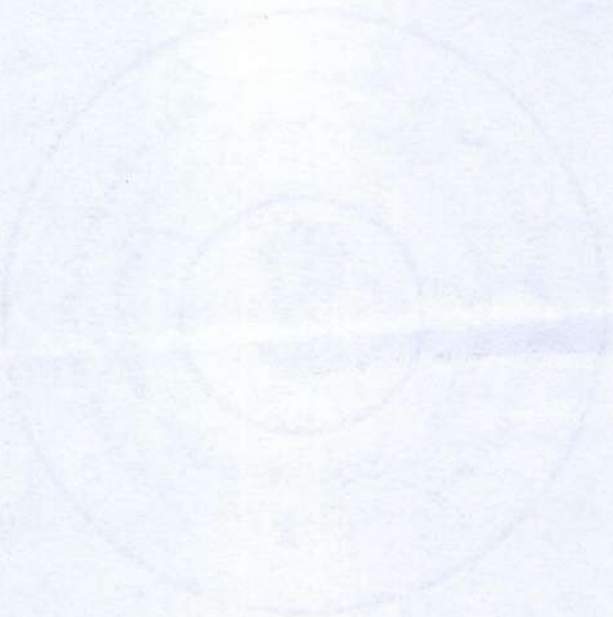
Volume number 0403-2020, Page from 76780 to 76804
being No 040303186 for the year 2020.



Digitally signed by SURAJ LEPCHA
Date: 2020.09.15 15:41:01 +05:30
Reason: Digital Signing of Deed.

(Suraj Lepcha) 2020/09/15 03:41:01 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)



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