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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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*[Signature]*

Deepak Basu

Tatuli Ghosh

*[Signature]*

TALINA CONSTRUCTION

Raxi Agnewal PARTNER

DEED OF AGREEMENT FOR DEVELOPMENT

THIS INDENTURE MADE THIS THE <sup>14<sup>th</sup></sup> DAY OF <sup>Jan</sup>.....,

2022 AT BAGDOGRA

*[Signature]*

DEPONENTS THAT THE DOCUMENT IS ADDED TO REGIS WITHIN  
 THE SIGNATURE SHEET AND THE EMP. SHEET SHEETS ATTACHED  
 TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

*[Signature]*  
 Addl. District Sub-Registrar,  
 Bagdogra

JAN 2022

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MEDICAL STAMP

212 Date 06.1.22

Tatuli Ghosh & others

Siliguri

smf - H. K. ...  
Tammoy Roy

Govt. State Vehicle  
Bageoura  
Lic. No. 545/RM  
07 / Darjeeling



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9017

epali Prasad



9018

Tuli Ghosh



9019

Sanjay Ghosh



9020

KALIKA CONSTRUCTION

Rakesh Agarwal

PARTNER



Adit. Dist. Sub Registrar  
Siliguri, West Bengal, Dist. Darjeeling

Sanjay Kumar Panigrahy  
10 - 2nd - Jayaram Saha

14 JAN 2022

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Deepak Prasad

Tatuli Ghosh

*[Handwritten signature]*

Ravi Agarwal

**BETWEEN**

1. SMT. TATULI GHOSH, (P.A. No. ADUPG9887A), wife of Late Sanjib Ghosh,  
Housewife by occupation,

2. SRI SAURAV GHOSH, (P.A. No. BDCPG7105E), son of Late Sanjib Ghosh,  
Service by occupation,

Nos. 1 and 2 are both Hindus by religion, Indians by nationality, residents  
of 27/5 AJC Bose Road, Subhas Pally, Siliguri, Post Office and Police Station  
Siliguri, District Darjeeling, PIN – 734001.

3. SRI AJIT KUMAR AGARWAL, (P.A. No. ACFPA2427G), son of Late Raj  
Kumar Agarwal, Hindu by religion, Indian by nationality, resident of Usha  
Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station  
Siliguri, Siliguri, District Darjeeling, PIN – 734001, and

4. SRI DEEPAK PRASAD, (P.A. No. BEOPP3440Q), son of Late Bharat Prasad,  
Hindu by religion, Indian by nationality, resident of Pokaijote, Champasari,  
Post Office Champasari, Police Station Pradhan Nagar, Siliguri, District  
Darjeeling, PIN – 734003.

Nos. 1 to 4 are hereinafter collectively referred to as "the Owners" (which  
term or expression shall unless excluded by or otherwise repugnant to the  
subject or context be deemed to mean and include their respective heirs,  
executors, administrators, successors, representatives and assigns) of the

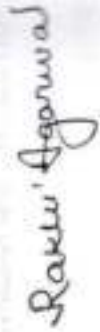
**ONE PART.**

**A N D**



Deepank Basu


Tatuli Ghosh



M/S KALIKA CONSTRUCTION, (P.A. No. AASF3988R), a partnership firm having office at Kadamtala, Kali Mandir Lane, Nayabasti, Chamasari, Post Office and Police Station Pradhan Nagar, Siliguri, District Darjeeling, PIN - 734003, represented in these presents by its partner, SMT. RAKHI AGARWAL (wife of Sri Ajit Kumar Agarwal, resident of Usha Villa, Ward No. 13 of S.M.C., Ashrampara, Post Office and Police Station Siliguri, Siliguri, District Darjeeling, PIN - 734001, being duly authorized – the said firm being hereinafter referred to as the “the Developer” (which term and expression shall unless excluded by or otherwise repugnant to the subject or context it’s partners, successors in office, executors, administrators, representatives and assigns) of the **OTHER PART**.

**WHEREAS :**

- A. (1) Sri PatitPaban Ghosh (son of Late Gopal Chandra Ghosh) and Smt. Snehakana Ghosh (son of Sri Satish Chandra Ghosh) became the owners of an area of land measuring 0.26 acre comprised in R.S. Plot No. 451 and 2.73 acre comprised in R.S. Plot No. 453, totaling 2.99 acre appertaining to R.S. Khatian No. 61/3 situated within ParganaPatharghata, MouzaMandlaguri, J.L. No. 85 (Sabek J.L. No. 107), Touji No. 91, P.S. erstwhile Siliguri (now Pradhan Nagar), District Darjeeling within specific boundaries by virtue of a Deed of Conveyance, being No. 1177 for the year 1975, which was executed in their favour by Smt. Vidya Devi Agarwala (son of Sri Indra Kumar

  
Dipak Banerjee  
Tatuli Ghosh  
Anuram Ghosh  
Rakesh Agarwala



Agarwala) on 08.02.1975 and registered in the office of the Sub-Registrar at Siliguri and they entered into actual, khas and physical possession of the said land as the lawful owners having permanent, heritable and transferable right, title and interest therein.

- (2) The aforesaid land was duly mutated in the joint names of Sri PatitPaban Ghosh and Smt. Snehakana Ghosh and they continued to pay the ground rent (khazna) in respect thereof to the appropriate authority.
- (3) Out of the aforesaid land, an area of land measuring 0.26 acre forming part of R.S. Plot No. 451 was acquired by the Government and the compensation paid was divided amongst Sri PatitPaban Ghosh and Smt. Snehakana Ghosh.
- (4) Sri PatitPaban Ghosh and Smt. Snehakana Ghosh partitioned the balance land measuring 2.73 acres comprised in R.S. Plot No. 453 by virtue of a Deed of Partition, being No. 6795 for the year 1991, which was executed by them on 17.08.1991 and registered in the office of the Sub-Registrar at Siliguri.
- (5) By virtue of the said Deed of Partition No. 6795 for the year 1991, Sri PatitPaban Ghosh became the absolute owner of 2.045 acres comprised in R.S. Plot No. 453 appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri within specific boundaries and continued to remain in exclusive actual, khas and physical possession thereof, having




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Deyank (Signature)  
Ravi Agarwal.

permanent, heritable and transferable right, title and interest therein and he built a pucca building thereon.

- (6) Sri PatitPaban Ghosh executed his last Will on 14.07.1994 whereby he bequeathed his aforesaid land situated within MouzaMandlaguri along with the building standing thereon in favour of his nephews, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh (both sons of Late Dr. Satish Chandra Ghosh) in equal shares.
- (7) Sri PatitPaban Ghosh died on 14<sup>th</sup> December, 1998.
- (8) Sri Debasish Ghosh, the executor appointed in the said last will and testament of PatitPaban Ghosh applied for grant of probate thereof, which was granted by the District Delegate (Civil Judge, Sr. Divn.) Siliguri on 05.04.2000 in Misc. Judicial (Probate) Case No. 30 of 1999.
- (9) By virtue of the said duly probated will, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh became the joint owners of the said land measuring 2.045 acres comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri along with the building standing thereon, and acquired actual, khas and physical possession thereof and permanent, heritable and transferable right, title and interest therein.
- (10) After having sold some portions of the said land as the joint owners thereof, Sri Sanjib Kumar Ghosh and Sri Chiranjib Ghosh remained in actual, khas and physical possession of an area of land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to

  
Deepak Prasad  
Tatuli Ghosh  
  
Rakesh Agarwal

- R.S. Khatian No. 61/3 of MouzaMandlaguri along with the building standing thereon.
- (11) Sri Chiranjib Ghosh gifted his one-half share measuring 21 Kathas 8 Chhataks 18 Square feet in the said land comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri together with one-half share measuring 1250 Square feet in each floor of the said building unto and in favour of Sri Sanjib Kumar Ghosh by executing a Deed of Gift being No. 9520 for the year 2012 on 18.10.2012 which was registered in the office of the Additional District Sub-Registrar, Slg. II at Bagdogra.
- (12) In the manner as aforesaid Sri Sanjib Kumar Ghosh became the absolute and exclusive owner of the land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri along with the building standing thereon and continued to remain in actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein.
- (13) Sri Sanjib Kumar Ghosh died intestate on 12.01.2018 and the aforesaid land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri along with the building standing thereon devolved upon his only legal heirs, namely, his widow (Smt. Tatuli Ghosh) and son (Sri Saurav

  
Dipak Prasad  
Tatuli Ghosh  
  
Anjali Ghosh  
  
Ravi Agarwal

Ghosh), the Owners Nos. 1 and 2 herein, according to the law of succession by which the deceased is governed.


(14) Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners Nos. 1 and 2 herein) thus became the joint owners of the said land measuring 43 Kathas 36 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri along with the building standing thereon and they continued in actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein.

(15) Out of the said land an area measuring about 36 Kathas 10 Chhataks 22 Square feet comprised in R.S. Plot No. 453, appertaining to R.S. Khatian No. 61/3 of MouzaMandlaguri, owned by Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners Nos. 1 and 2 herein) is more fully described in **Schedule "A"** hereunder written and herein after referred to as "**the Schedule – A land**".

B. Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4 herein) became the joint owners of an area of land measuring 2307 Square feet within specific boundaries comprised in R.S. Plot Nos. 535, 536 and 537, appertaining to R.S. Khatian No. 61/4 of MouzaMandlaguri by virtue of a Deed of Conveyance, being No. 3099 for the year 2019 which was executed on 03.06.2019 by Sri Pankaj Kumar Ghosh (son of Late Nikhil Kanti Ghosh) and Smt. Anjali Ghosh (wife of Sri Pankaj Kumar Ghosh), the erstwhile owners in possession thereof, which was





  
Ajit Kumar Agarwal  
Deepak Prasad  
Tatuli Ghosh  
Saurav Ghosh  
Rakesh Agarwal

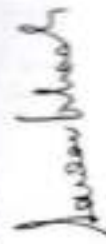
registered in the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and they acquired actual, khas and physical possession thereof having permanent, heritable and transferable right, title and interest therein. The said land owned by Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4 herein) is more fully described in **Schedule "B"** hereunder written and herein after referred to as "**the Schedule - B land**".

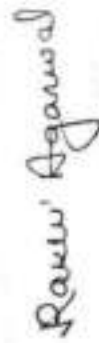
C. The Owners of the Schedule "A" land, namely, Smt. Tatuli Ghosh and Sri Saurav Ghosh and the Owners of the Schedule "B" land, namely, Sri Ajit Kumar Agarwal and Sri Deepak Prasad decided to develop their said plots of land by amalgamating the same, but not being possessed of the requisite expertise and sufficient funds, they approached the Developer for developing the Schedule "A" and Schedule "B" plots of land.

D. Sri Deepak Prasad, the Owner No. 4 herein is also the absolute owner of an area of land measuring 13 Kathas 2 Chhataks within specific boundaries comprised in R.S. Plot Nos. 535, appertaining to R.S. Khatian No. 61/4 of Mouza Mandlaguri, which is situated adjacent to the Schedule "B" land.



E. For the purpose of development of the Schedule "A" and Schedule "B" plots of land and providing suitable means of access thereto through the adjacent land owned by Sri Deepak Prasad, the Developer has had discussions with the Owners and they have agreed to make and use such provision of access by carving out a common road.



  
Dipak Prasad  
Tatula Ghosh  




- F. The Developer has agreed to develop the Schedule "A" and Schedule "B" land of the respective Owners by constructing a multistoried residential building thereon upon certain terms and conditions as stated hereunder.
- G. The Schedule "A" and Schedule "B" plots of land, thus amalgamated, for the purpose of development by raising/constructing multi storied residential building/s thereat, is herein after referred to as the "said Premises".
- H. The said Premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- I. All costs, charges and expenses in connection with the preparation of the plan or plans for construction of the building at the said Premises, getting the same approved and/or sanctioned by the Siliguri Municipal Corporation, and for completing the construction of the new building at the said Premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.
- J. The Owners herein have 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, if required, for the development of the premises.
- K. In pursuance of the mutual understanding between the parties herein, an integrated building plan in respect of the said Premises has been

  
Deepak Prasad  
Tatuli Ghosh  


  
Ravi Agarwal

prepared and the said building plan, being Plan No. 0109146210500058 dated 14/06/2021 sanctioned by the Siliguri Municipal Corporation provides for an access/driveway upto the said Premises through the southern portion of the adjacent land of Sri Deepak Prasad, the said provision being agreed upon by the parties hereto.


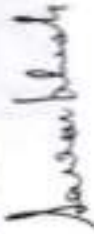
**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows :-

#### ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

1.1 **Owners** shall mean Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners of the Schedule – A land) and Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners of the Schedule – B land), the aforesaid persons not only as owners but also as having whatsoever right, title or interest upto the extent of his/her respective undivided share that she and/or person/s claiming under, through or in trust for him/her may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in Schedule "A" and Schedule "B" hereunder written respectively including his/her heirs, executors, administrators, successors, authorized representatives and assigns.

1.2 **Developer** shall mean the said M/S KALIKA CONSTRUCTION, and its executors, representatives, administrators and assigns including its Partners at all materials times.

  
Deepak Prasad  
Tatuli Ghosh  


  
Ravi Agarwal

prepared and the said building plan, being Plan No. 0109146210500058 dated 14/06/2021 sanctioned by the Siliguri Municipal Corporation provides for an access/driveway upto the said Premises through the southern portion of the adjacent land of Sri Deepak Prasad, the said provision being agreed upon by the parties hereto.



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

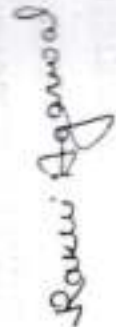
#### ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

1.1 **Owners** shall mean Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners of the Schedule – A land) and Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners of the Schedule – B land), the aforesaid persons not only as owners but also as having whatsoever right, title or interest upto the extent of his/her respective undivided share that she and/or person/s claiming under, through or in trust for him/her may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in Schedule "A" and Schedule "B" hereunder written respectively including his/her heirs, executors, administrators, successors, authorized representatives and assigns.

1.2 **Developer** shall mean the said M/S KALIKA CONSTRUCTION, and its executors, representatives, administrators and assigns including its Partners at all materials times.

  
Deepak Prasad  
Tatuli Ghosh  


  
Ranu Agnewal

1.3 **Premises** shall mean ALL THAT the entirety of the land, more fully and particularly described in Schedule "A" and Schedule "B" hereunder written.


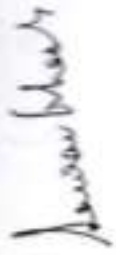

1.4 **Building** shall mean the residential building/s to be constructed at the said Premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Siliguri Municipal Corporation and all other appropriate authorities for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.

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

1.6 **Super built-up area** shall mean the total constructed area which will include corridors, lobbies, staircases, landings, passageways, lift well, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said Premises.


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.


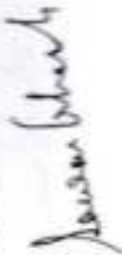
1.8 **The Plan** shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the Siliguri

  
Deepak Prasad  
Tatuli Ghosh  
  
Saurav Ghosh  
  
Rakhi Agarwal

Municipal Corporation including modification or variation 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 therefor.
- 1.10 **Owners' Allocation "A"** shall be the joint and collective 40% (forty per cent) share of Smt. Tatuli Ghosh and Sri Saurav Ghosh (the Owners Nos. 1 and 2) in the sale proceeds of the total saleable area in the building to be constructed at the said Premises (subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said Premises) including the common facilities, together with common amenities to be sold to respective purchasers as consideration for permitting the Developer to develop the Schedule "A" plot of land comprised in the said Premises and commercially exploit the same, except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4) and the areas / allocation described in Developer's Allocation "B" agreed to be allotted to the Developer. Such share of the Owners' Nos. 1 and 2 in the sale proceeds as aforesaid shall not be less than an amount equivalent to the sale proceeds of an area in the new building having carpet area measuring approx. 18256 square feet (super built up area measuring approx. 25186 square feet).

-  1.11 **Developer's Allocation "A"** shall mean the remaining 60% (sixty per cent) share of the Developer in the sale proceeds of the total saleable area in the building to be constructed at the said Premises (except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad, the Owners Nos. 3 and 4 and the areas / allocation described in

  
Deepak Prasad  
Tatuli Ghosh  
  
Ranvi Agarwal

Developer's Allocation "B" agreed to be allotted to the Developer), subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said Premises) including the common facilities, together with common amenities to be sold to respective purchasers (after providing for the Owners' Allocation "A" as aforesaid under this agreement), it being expressly agreed that the Developer shall be entitled to enter into any agreement for sale and transfer of the units in the said building and receive the advances and consideration from the purchasers directly in its name.

1.12 **Owners' Allocation "B"** shall mean the portions of the building agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4) respectively in the manner as follows:


Parking space (total 4) of the said building : Sri Ajit Kumar Agarwal (2)  
Sri Deepak Prasad (2)

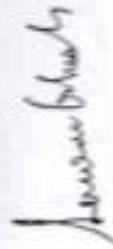
At the First Floor of the said building : Sri Ajit Kumar Agarwal  
(Flat No. 03, Super-Built up area measuring 1141 sq. ft. approx.)

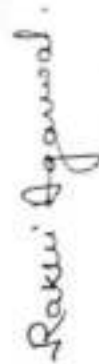
At the Third Floor of the said building : Sri Deepak Prasad  
(Flat Nos. 03 Super-Built up area measuring 1141 sq. ft. approx.)

At the Fourth Floor of the said building : Sri Deepak Prasad  
(Flat Nos. 03 Super-Built up area measuring 1141 sq. ft. approx.)

(The aforesaid allocation shall include the share in the common facilities, together with common amenities to be sold to the purchasers).

  
Deepak Ranjan  
Tatuli Ghosh





The aforesaid allocation is made as consideration for permitting the Developer to develop the Schedule "B" plot of land comprised in the said Premises and commercially exploit the same.

1.13 **Developer's Allocation "B"** shall mean the portions of the building agreed to be allotted to the Developer in the manner as follows:


At the Second Floor of the said building : Developer

(Flat Nos. 03 , Super Built-up area measuring 1141 sq. ft. approx.)

(The aforesaid allocation shall include the share in the common facilities, together with common amenities to be sold to respective purchasers).




It being expressly agreed that the Developer shall be entitled to enter into any agreement for sale and transfer of the portions comprised in the Developer's Allocation in the said building and receive the advances and consideration from the purchasers directly in its name.

1.14 **Transfer** with 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 multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

 1.15 **Transferee** shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said Premises, has been transferred.

1.16 Words importing singular shall include plural and vice versa.



  
Deepak Prasad  
Tatula Ghosh  
  
Anand Choudhary  
  
Rakhi Agawal.

1.17 Words importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

### ARTICLE II – COMMENCEMENT

2.0 This Agreement shall be deemed to have commenced on and with effect from the date of its execution, subject to completion of registration hereof.

### ARTICLE III – OWNERS' RIGHTS & REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed of or otherwise well and sufficiently entitled to all that their respective plots of land comprised in the said Premises, more fully and particularly described in Schedule "A" and Schedule "B" hereunder written, in the manner and upto the extent as stated herein above.

3.2 Except the Owners, no other person or persons has/have any claim or interest and/or demand over and in respect of their respective plots of land comprised in the said Premises and/or any portion thereof. If, however, it subsequently appears that there is any lawful and valid claim of ownership in respect of any portion or share of the said Premises, such share, at the discretion of the Developer be accommodated by appropriate proportionate change in the share of the concerned Owners herein named in the specific Owners Allocation and the Owners herein agree and confirm that they or



Atty. Prasad  
Deepak Prasad  
Tatula Ghosh  
Saurabh  
Rakesh Agawal.




any of them shall not raise and objection in respect of the accommodation and change thus effected in pursuance of such lawful and valid claim.

3.3 The said Premises is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

3.4 There is no vacant land at the said Premises within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.

3.5 There is no subsisting agreement for sale and/or development of the said Premises with any other party or parties by the Owners or any person claiming under them. It is understood that any and all previous agreements / contracts or any other understanding entered into by the Owners herein named or any of them shall be treated as cancelled and rescinded. The Owners agree that any claim, demand or action in law that may be brought against the Owners or any of them in respect of the said Premises or any portion thereof as a consequence of any agreement / contract entered into by the Owners or any of them in respect of the development / promotion of the said Premises or any portion thereof with any third party shall be dealt with and settled by the Owners or such of them, as the case may be, and the Owners / Owner concerned shall be liable for all, costs, expenses and compensation arising out of such agreement / contract with any such third party.

3.6 It is agreed and understood by and between the parties hereto that the Owners shall sign all such forms and papers as would be required by the Developer for the purpose of obtaining such clearance certificates for



  
Deepak Prasad  
Tatuli Ghosh  
  
Sandan Bhattacharya  
  
Rakhi Agnewal


transfer of the undivided proportionate share of Schedule "A" and Schedule "B" plots of land.

#### ARTICLE IV – DEVELOPER'S RIGHTS

4.1 The Owners hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said Premises and constructing the new building at the said Premises in accordance with the plan sanctioned by the Siliguri Municipal Corporation with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto and duly approved by the appropriate authority.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Siliguri Municipal Corporation and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

  
Dr. Deepak Prasad  
Tatuli Ghosh  



  
Ravi Agarwal

4.3 Nothing in these presents shall be construed as a demise or any assignment creating any charge or conveyance in law by the Owners of the said Premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive and irrevocable license to the Developer to commercially exploit the same in terms hereof and to deal with the units, spaces, common facilities and amenities in the new building to be developed at the said Premises in the manner hereinbefore and hereinafter stated.

**ARTICLE V – CONSIDERATION**

5.1 In consideration of the Owners Nos. 1 and 2 allowing the Developer to develop the Schedule "A" land comprised in the said Premises the Developer shall pay to the Owners Nos. 1 and 2 jointly and collectively 40% (forty per cent) share of the sale proceeds of the total saleable area in the building to be constructed at the said Premises (subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said Premises) including the common facilities, together with common amenities to be sold to respective purchasers as consideration for permitting the Developer to develop the said Premises and commercially exploit the same (except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad, the Owners Nos. 3 and 4).



  
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Tatuli Ghosh.  
Anwarul Haque  
Rakesh Agarwal.

5.2 Out of the said agreed consideration/share in the total sale proceeds as aforesaid, the Developer shall pay to the Owners Nos. 1 and 2 jointly and collectively, a sum of Rs.50,00,000/- (Rupees fifty lac only) as an advance.


5.3. The said advance of Rs.50,00,000/- (Rupees fifty lac only) shall be paid by the Developer to the Owners Nos. 1 and 2 jointly and collectively in the following manner :

(i) Rs.30,00,000/- (Rupees thirty lac only) on the date of signing of this Development Agreement;

(ii) Rs.20,00,000/- (Rupees twenty lac only) on the date of handing over of physical possession of the Schedule "A" land by the Owners Nos. 1 and 2 to the Developer for the purpose of development and construction of the new building thereat.

5.4 By way of execution of this Development Agreement, the Owners Nos. 1 and 2 have admitted and acknowledged the payment of the sum of Rs.30,00,000/- (Rupees thirty lac only) as advance.

5.5 The said agreed advance payment of Rs.50,00,000/- (Rupees fifty lac only) shall be deducted by the Developer from the share of the consideration payable to the Owners Nos. 1 and 2, such deduction to be commenced from the first deed of conveyance to be executed by the Owners Nos. 1 and 2 until completely liquidated. Thereafter, the sale proceeds shall be divided between the Developer and the Owners Nos. 1 and 2 according to their respective allocations (shares of the sale proceeds of each deed of conveyance) as mentioned herein above, in terms of the allocation.

  
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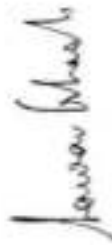
5.6 In addition to the aforesaid consideration, the Developer shall pay to the Owners Nos. 1 and 2 jointly and collectively a fixed sum of Rs.50,00,000/- (Rupees fifty lac only) as rental for facilitating the said Owners to bear the expenses of accommodation. The agreed rental shall be paid by the Developer to the said Owners jointly and collectively in 12 installments and shall be non-refundable.


5.7 In consideration of the Owners Nos. 3 and 4 allowing the Developer to develop the Schedule "B" land comprised in the said Premises the Developer has allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad (the Owners Nos. 3 and 4) respectively areas comprised in the Owners' Allocation "B" in the building to be constructed at the said Premises (subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said Premises) including the common facilities, together with common amenities to be sold to respective purchasers as consideration for permitting the Developer to develop the said Premises and commercially exploit the same.

#### ARTICLE VI - PROCEDURE

6.1 The Owners shall handover all relevant documents including title deeds, chain deeds, latest municipal property tax payment receipt, latest khazna receipt, certified copy of Khatian and all other relevant documents to the Developer. All relevant deeds and documents thus handed over by the Owners to the Developer shall be retained by the Developer until the

  
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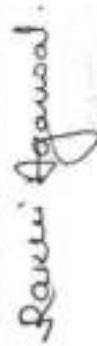
completion of the construction of the new building at the said Premises. Any other or further documents available with the Owners shall be produced by the Owners and when so called upon by the Developer for the perusal of any concerned / appropriate authority.

6.2 The respective Owners shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its partners as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building at the said Premises (particularly in respect of their respective Schedule "A" and Schedule "B" land) and also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory and appropriate authorities and for all other matters concerning or related to the project of development which shall remain in force until completion of the project finally including sale of all units thereat and distribution of the respective allocations of the Owners and the Developer in the manner as aforesaid and settlement of accounts.

6.3 Commencement of work under this Development Agreement shall mean the accumulation of building materials at the vacant portions of the said Premises and making initial necessary set ups upon the delivery of physical possession of the Schedule "A" and Schedule "B" land by the respective Owners to the Developer.

  
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Tatuli Ghosh




  
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6.4 Upon such delivery of vacant possession of the said Premises, the Developer shall at its own cost and expense carry out any preliminary work necessary for the convenience of the construction work of the new building.

#### ARTICLE VII – SALEABLE SPACE

7.1 Upon finalization of the plan for construction of the new building at the said Premises, the Developer shall mark the saleable space / units of the new building. The saleable space / units in the new building shall be sold by the Parties inclusive of super built up area and share in the common space and right to the use of the common facilities and together with proportionate undivided share in the said Premises.

7.2 If the Owners Nos. 1 and 2 are desirous of retaining any such saleable space / unit in the new building on ownership (except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad, the Owners Nos. 3 and 4), they shall have to pay to the Developer an amount equivalent to 60% (sixty percent) of the average market value of the said space / unit as consideration thereof, which shall not be less than Rs.3,000/- (Rupees three thousand) only per square feet inclusive of super built up area.

 7.3. If the Developer is desirous of retaining any such saleable space / unit in the new building on ownership (except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad, the Owners Nos. 3 and 4), it shall have to pay to the





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Owners Nos. 1 and 2 jointly or collectively an amount equivalent to 40% (forty percent) of the market value of the said space / unit as consideration thereof.

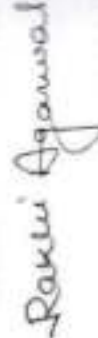
7.4 The Owners and the Developer shall on completion of the new building, put the respective purchasers in undisputed possession of their respective portions of the new building along with all rights in common in the common portions and common facilities.

7.5 The Developer shall be exclusively entitled to enter into agreements for sale of the spaces / units of the new building (except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad, the Owners Nos. 3 and 4), to prospective purchaser/s, fix the price thereof, receive advance / part payments from the purchaser/s upon such terms and conditions as may be settled by the Developer. However, on the date of execution of the respective deed/s of conveyance, the Developer shall pay to the Owners Nos. 1 and 2 their 40% (forty per cent) share of the consideration, upon receipt whereof the said Owners shall be bound to execute the deed/s of conveyance in favour of the purchaser/s.

 7.6 While fixing the price of the spaces / units of the building, the Developer shall calculate the price in such manner that the average sale price of the spaces / units are not less than Rs.3,000/- (Rupees three thousand) only per square feet, inclusive of super built up area.

  
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Tatuli Ghosh





7.7 In so far as necessary, all dealings by the Developer in respect of construction and completion of the new building shall be in the name of the Owners for which purpose the Owners undertake to give in favour of any one or more of the partners of the Developer firm or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.

7.8 The Owners shall execute the Deed (s) of Conveyance in respect of the proportionate share or interest in the Schedule "A" and Schedule "B" land and the saleable spaces / units in favour of the purchaser/s in such part or parts as shall be required by the Developer from time to time. The Owners hereby agree to execute and present for registration a Power of Attorney in favour of the Developer firm or any or more of its partners for the purpose of effecting transfer / sale of the spaces / units comprised in the new building (except the areas / allocation described in Owners' Allocation "B" agreed to be allotted to Sri Ajit Kumar Agarwal and Sri Deepak Prasad, the Owners Nos. 3 and 4). In such event, the Owners' Nos. 1 and 2's share in the sale proceed of every sale, shall be paid by the Developer to the said Owners jointly or collectively on the date of execution of each deed of conveyance, failing which the said Owners shall be entitled to cancel the power so given for all subsequent sales. The said payment of the share of the Owners Nos. 1 and 2 in the sale proceeds of every sale shall be made by the Developer firm by transferring the amount in the bank account of the Owners Nos. 1 and 2 (as provided by the said Owners) and thereafter the Owners Nos. 1 and 2

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shall confirm the receipt of payment by a written document (letter) to the Developer firm and then only the Developer firm through constituted attorney shall execute and register the respective Deed of Conveyance.

#### ARTICLE VIII – BUILDING

8.1 The Developer shall at its own costs, construct erect and complete the new building at the said Premises in accordance with the sanctioned plan with good and standard materials as may be specified by its Architects from time to time. The new building shall be of residential type and having elevation and features permissible under the rules and regulation applicable to the said Premises as may be approved by the Siliguri Municipal Corporation and shall be provided with standard electrical, plumbing and sanitary fittings, fixtures and amenities as specified by the Engineers / Architects of the Developer.

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

8.3 The Developer shall install and erect in the said new building, at its own costs, pumps, tube-well, water storage tanks, lifts, fire-fighting equipment and other facilities as are required to be provided in a multi-storied residential building in Siliguri having self-contained units and constructed for sale of constructed areas therein on ownership basis and as mutually agreed to.

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Ravindra Agarwal

8.4 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building and other inputs and facilities required for the construction and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer firm or one or more of its partners Power(s) of attorney and other authorities as shall be required by the Developer and all costs charges and expenses thereof shall be borne and met by it.

8.5 The Developer shall at it's own costs and expenses, construct and complete the said new building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.

8.6 All costs, charges and expenses, including architect's 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.

8.7 The cost and expenses for installation of transformer at the said Premises shall be borne by the Developer who shall be entitled to realize such cost and expenses from the purchaser/s of spaces / units as decided upon by it. Such cost and expense, as realized, shall not be shared by the Developer with

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the Owners and the Owners or any of them shall have no claim or demand and shall not raise any claim or demand in such cost and expense or any portion thereof.

#### ARTICLE IX – COMMON FACILITIES

9.1 The Developer shall pay and bear all municipal property taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said Premises accruing as and from the date of handing over vacant possession by the Owners (in the manner as aforesaid) to the Developer, till the date of completion of construction of the new building and thereafter, if portions of the new building remain unsold, the Developer and the Owners shall jointly bear the proportionate (in terms of the allocation) share of municipal property taxes, insurance premiums and other statutory outgoings as levied for such unsold portions.

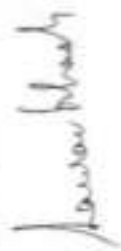
9.2 As soon as the new building is completed, the Developer shall give notice of completion to the Owners and intimating about the commencement of joint liability to bear the proportionate share of municipal property taxes, water charges, electricity charges, insurance premiums and other statutory outgoings as levied for unsold portions of the building.

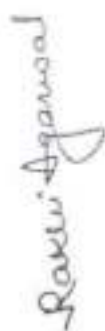
9.3 The Owners shall be exclusively responsible for payment of all municipal and property taxes, and all other rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity



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referred to as "the said rates") payable in respect of all portion/s of the new building retained by them.

9.4 The Developer shall be exclusively responsible for payment of all municipal and property taxes, and all other rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of all portion/s of the new building retained by it.

9.5. As and from the date of registration of each deed of conveyance, the respective purchaser/s shall be exclusively responsible for payment of all municipal and property taxes, and all other rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of all portion/s of the new building retained by the respective purchaser/s.

9.6 The said rates shall be apportioned pro-rata with reference to the saleable space and the allotted space (as the case may be) in the building if the same are levied on the building as a whole.

9.7 The Owners and the Developer shall punctually and regularly pay for their respective rates and taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by any of them as the

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case may be, consequent upon a default by the Owners or the Developer in this behalf.

9.8 The purchasers shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building which will be fixed and/or determined mutually from time to time for the common facilities in the new building. The said charges include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building and of all common wiring pipes, electrical and mechanical equipment, switch-gear, transformers, generators, lifts, escalators, pumps, motors and other electrical and mechanical installations, fire-fighting / fire prevention installations and equipment, other appliances and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or in the accommodation of any purchaser or any additional maintenance or repair is required by virtue thereof, the purchaser/s concerned, as the case may be, shall be exclusively liable to pay and bear the additional premium and/or

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maintenance or repair charges, as the case may be. This clause shall apply to any premises retained by the Owners and/or the Developer.

9.9 Any transfer of any part of new building shall be subject to the other provisions hereof.

9.10 The Owners 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.

#### ARTICLE X – COMMON RESTRICTIONS

10.1 All spaces / units in the new building at the said Premises shall be subject to the same restriction on transfer and use intended for the common benefits of all occupiers of the new building which shall include the following.

10.2 The Owners/Developer/Purchasers shall not use or permit the use of 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.

10.3 Neither the Owners nor the Developer shall transfer or permit transfer of any portion of the new building to any purchaser unless :

- a) Such purchaser shall have observed and performed all terms and conditions on their respect/part to be observed and/or performed, and
- b) The purchaser has given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all rates, taxes, impositions and outgoings and service and maintenance charges and



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whatsoever which shall be payable in relation to the area in his/her/their/it's possession.

10.4 The Owners and the Developer 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, violation and/or breach of any of the said laws, bye-laws, rules and regulations. It is understood that such compliance shall be carried out and responsibility discharged by the Owners at all material times.

10.5 The Owners and the Developer shall not do or cause or permit to be done any act or thing which may render void or voidable any insurance of the new building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.

10.6 No goods or other items / materials shall be kept by the Owners or by the Developer for display or otherwise in the staircase / landings / corridors / passages / lobbies 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 staircase / landings / corridors / passages / lobbies and other places for common use in the new building and in case any such hindrance is caused, the Developer or the Owner/s, as the case may be, shall be entitled to remove the same at the risk and cost of the other.

10.7 Neither the Owners or the Developer shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to thrown or accumulated

Handwritten signatures and names:   
 1. A signature above the name "Deepak Prasad".   
 2. The name "Tatula Ghosh" written vertically.   
 3. A signature above the name "Lawson Bhaudh".   
 4. A signature above the name "Ravi Agarwal".

in or about the new building or in the compounds corridors or any other portion or portions of the new building.

**ARTICLE XI – OWNERS’ OBLIGATIONS**

11.1 The Owners and each of them hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said Premises by the Developer or by their/his/her acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.

11.2 The Owners and each of them hereby agree and covenant 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 new building in terms of the allocation herein agreed upon.

11.3 The Owners and each of them 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.

11.4 The Owners Nos. 1 and 2 shall be liable for the payment of service tax/GST in respect of his/her share in the sale proceeds (that is, the Owners’ Allocation “A”) to the appropriate authority and such liability shall be completely and entirely borne by him/her. The Owners Nos. 3 and 4 shall be liable for the payment of service tax/GST in respect of his respective allocated portion (that is, the Owners’ Allocation “B”) to the appropriate

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Rakesh Agawal

authority and such liability shall be completely and entirely borne by each of them respectively. The Developer and/or its partners shall not be liable for service tax/GST either in whole or in part in respect of the share of the Owners' Allocation "A" and "B" or any portion thereof.

11.5 Each Owner shall be liable to bear and pay the statutory liability towards capital gains in respect of the said Premises. Tax liabilities such as income tax, sales tax and wealth tax shall be borne by the Owners Nos. 1 and 2 upto the extent of the share in sale proceeds specified as Owners' Allocation "A" and by the Owners Nos. 3 and 4 upto the extent of the areas specified as Owners' Allocation "B".

11.6 The Owners Nos. 1 and 2 shall be liable to refund the total amount received by them towards advance as mentioned in Clause 5.3 herein above mentioned without any interest or deduction to the Developer by way of adjustment against their share of the sale proceeds in the manner as mentioned in Clause 5.5. Such amount shall not be forfeited by the said Owners under any circumstances whatsoever. In the event of the Developer deciding to abandon the development of the said Premises and not construct the building thereat altogether, the Developer shall be entitled to demand, claim, ask or sue for refund of the said advance amount or such portion thereof remaining unadjusted from the said Owners.

  
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Tatuli Ghosh



  
Rakesh Agarwal

## ARTICLE XII – DEVELOPER'S OBLIGATIONS

12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the new building at the said Premises in terms of the sanctioned plan/s within a period of 36 (thirty-six) months from the date of Sanction of Plan from SMC . Such period shall however exclude any delay, which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

12.2 That if the Developer fails to complete the construction of the building at the said Premises within the time specified in Clause 12.1 hereinabove in that event the Developer shall be afforded a further period of six months to complete such construction. If, however, the Developer is unable to complete the construction of the new building at the said Premises within such extended period, the Developer shall be liable to pay a sum of Rs.1,38,000/- (Rupees one lac thirty eight thousand) only to the Owners Nos. 1 and 2 as fixed compensation every month commencing from the expiry of the extended period until the completion of the construction of the building at the said Premises, except under force majeure conditions. However, after having commenced the construction if the Developer at its sole discretion opts to abandon the construction work at any time, it shall intimate the Owners accordingly in writing and it shall be entitled to seek payment of the cost of the construction upto the extent undertaken by it deducting sold portions, if any, to be assessed by a qualified and competent Engineer and a

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Valuer to be appointed by the Owners and the Developer jointly. Such cost of construction as assessed by the Engineer and Valuer, so appointed, after carrying out a joint measurement with the Owners and representative of the Developer shall be paid by the Owners (in proportion to the area of the Schedule "A" and Schedule "B" land) along with the advance money (deducting adjusted amount, if any, and compensation as aforesaid till the date of abandonment) to the Developer within 3 months from the date of intimation of such abandonment. Such advance and compensation shall be deducted from the amount payable by the Owners Nos. 1 and 2 only.

12.3 Statutory liabilities such as provident fund contributions, E.S.I. etc., as statutorily leviable in respect of the construction activity, shall be borne by the Developer exclusively. Tax liabilities such as income tax, sales tax and wealth tax shall be borne by the Developer upto the extent of the share or sale proceeds and areas specified in the Developer's Allocation only.

12.4 The Developer shall be liable for the payment of service tax in respect of its share in the sale proceeds and its allocated portions (that is, the Developer's Allocation) to the appropriate authority and such liability shall be completely and entirely borne by the Developer. The Owners shall not be liable for service tax either in whole or in part in respect of the share of the Developer's Allocation or any portion thereof.

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Anurag Ghosh  
Ravi Agawal

ARTICLE XIII – OWNERS’ INDEMNITY

13.1 The Owners Nos. 1 and 2 hereby agree that the Developer shall be entitled to the share in the sale proceeds upto the extent of the Developer’s Allocation, provided that the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or act of the Owners or any Owner, the Owners or such Owner, as the case may be, hereby undertake/s to indemnify the Developer upto the extent of the damages/losses suffered by the Developer as a consequence thereof.

13.2 The Owners and each of them hereby undertake/s to keep the Developer saved, indemnified and harmless against all third party claims and actions against the said Premises.

ARTICLE XIV – DEVELOPER’S INDEMNITY

14.1 The Developer hereby undertakes to keep the Owners and each of them saved, indemnified and harmless against all third party claims and actions arising out of any sort of breach of the Developer in or relating to or arising out of the construction of the said building at the said Premises.

14.2 The Developer hereby undertakes to keep the Owners and each of them saved, indemnified and harmless against all actions, suits, costs,

Dr. Dipak Prasad  
Tatuli Ghosh  
Rakesh Aggarwal

proceedings and claims that may arise out of the Developer's actions with regard to the development of the said Premises.

ARTICLE XV - MISCELLANEOUS

15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute an Association of Persons.

15.2 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 things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and that the Owners 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 of the Owners and/or goes against the spirit of this Agreement.

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Tatuli Ghosh  
Lawyer Member  
Rakesh Agarwal

15.3 The parties herein shall execute a separate Agreement of Common Private Road for carving out an area from the southern portion of the adjacent land of Sri Deepak Prasad for accessing the said Premises and the common use and convenience of the occupants/purchasers of spaces / units in the new building to be constructed at the said Premises.

15.4 All expenses in respect of any suit or legal proceeding brought by or against the Owners or any of them and/or the Developer and/or in respect of the said Premises or any portion thereof whether arising out of or as a consequence of this Agreement or howsoever otherwise (except in matters covered by Clause 3.5 herein before mentioned), shall be entirely borne by the Developer. The Owners shall extend all necessary co-operation to the Developer and its partners in effectively pursuing, continuing and/or defending any and all such suit or legal proceeding, whether brought in the name of the Owners or any of them and/or the Developer.

15.5 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the respective Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due to the address of the respective Owners herein above mentioned or any other address that may be hereafter communicated to the Developer in writing and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid Registered post with



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Tatuli Ghosh  
Lawan Mandy  
Rakesh Agarwal

15.3 The parties herein shall execute a separate Agreement of Common Private Road for carving out an area from the southern portion of the adjacent land of Sri Deepak Prasad for accessing the said Premises and the common use and convenience of the occupants/purchasers of spaces / units in the new building to be constructed at the said Premises.

15.4 All expenses in respect of any suit or legal proceeding brought by or against the Owners or any of them and/or the Developer and/or in respect of the said Premises or any portion thereof whether arising out of or as a consequence of this Agreement or howsoever otherwise (except in matters covered by Clause 3.5 herein before mentioned), shall be entirely borne by the Developer. The Owners shall extend all necessary co-operation to the Developer and its partners in effectively pursuing, continuing and/or defending any and all such suit or legal proceeding, whether brought in the name of the Owners or any of them and/or the Developer.

15.5 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the respective Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due to the address of the respective Owners herein above mentioned or any other address that may be hereafter communicated to the Developer in writing and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid Registered post with

Shyama  
Project Director  
Tatale Ghosh  
Ananta Mohan  
Rakesh Agarwal

acknowledgement due to the office of the Developer herein above mentioned.

15.6 The Developer and the Owners shall mutually frame a 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 / Association / Holding Organization and hereby give consent to abide by the same.

15.7 As and from the date of completion of the new building, the transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their respective space / unit.

15.8 The entire roof / terrace of the building, until the completion of the construction and grant of occupancy certificate by the competent authority, shall belong to the Developer and the Owners in proportion to their respective allocations as herein before mentioned.

#### ARTICLE XVI – FORCE MAJEURE

16.1 The Owners and the Developer shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

Atty  
Dev. Co.  
Tatuli Ghosh  
Saurav Ghosh  
Rakesh Dey

16.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, pandemic situation and/or any other act or commission beyond the control of the parties hereto.

#### ARTICLE XVII - ARBITRATION

17.0 In case of any dispute, difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. The arbitration proceedings shall be conducted at Siliguri in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

#### ARTICLE XVIII - JURISDICTION

18.0 The Courts at Siliguri alone shall have jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

The original of this Agreement shall be kept by the Developer and certified copies hereof shall be retained by the Owners.

#### SCHEDULE "A" ABOVE REFERRED TO

(Owned by Smt. Tatuli Ghosh and Sri Saurav Ghosh)

All that piece or parcel of land measuring 36 Kathas 10 Chhataks 22 Sq. Ft., more or less, situated within Pargana Patharghata, Mouza Mandlaguri, J.L. No. 85 (107), Police Station Pradhan Nagar, District Darjeeling, comprised in R.S.

Shri Ajit Kumar Agarwal  
Sri Deepak Prasad  
Tateela Ghosh  
Jaiwan Mondal  
Rakesh Agarwal

Plot No. 453, appertaining to R.S. Khatian No. 61/3, Ward No. 46 of Siliguri Municipal Corporation, in the State of West Bengal.

The said land is butted and bounded as follows :

- On the North : By 14 Feet wide Road;  
On the South : By 16 Feet wide Road;  
On the East : By Land of Ajit Kumar Agarwal and other;  
In the West : By Land of Dulal Ghosh & other.

#### SCHEDULE "B" ABOVE REFERRED TO

(Owned by Sri Ajit Kumar Agarwal and Sri Deepak Prasad)

All that piece or parcel of land measuring 2307 Square feet situated within Pargana Patharghata, Mouza Mandlaguri, J.L. No. 85 (107), Police Station Pradhan Nagar, District Darjeeling, comprised in R.S. Plot Nos. 535, 536 and 537, appertaining to R.S. Khatian No. 61/4, Ward No. 46 of Siliguri Municipal Corporation, in the State of West Bengal.

The said land is butted and bounded as follows :

- On the North : By 14 Feet wide Kutcha Road;  
On the South : By Land of Smt. Deoki Maya Biswakarma;  
On the East : By Land and Building of Deepak Prasad;  
In the West : By Land of Saurav Ghosh & Others.

*Jayaram Ghosh*

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

Witnesses :

1 *Saurav Kumar Ghosh*

s/o *Leela - Jayaram Ghosh* & *Tatuli Ghosh*

Address: *Belokabin.*

TATULI GHOSH

*Sankarbari, Teelpokpi*

2

*Saurav Ghosh*

SAURAV GHOSH

s/o

Address:

*Ajit Kumar Agarwal*

AJIT KUMAR AGARWAL

*Deepak Prasad*

DEEPAK PRASAD

The Owners

*Rakhi Agarwal*

(M/S KALIKA CONSTRUCTION)

The Developer

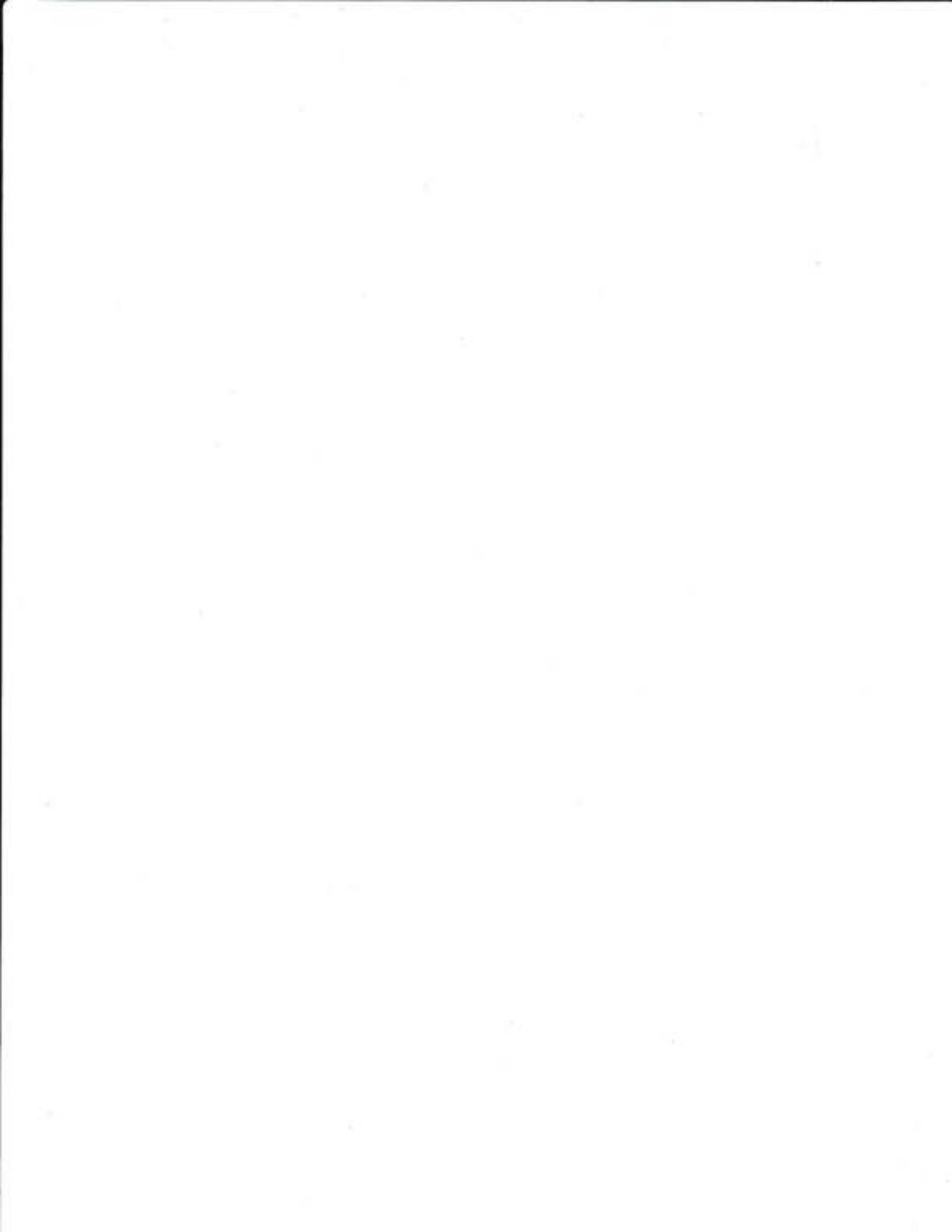
Represented by its Partner : Smt. Rakhi Agarwal

Drafted by me and prepared in my office:

Advocate, Siliguri

(Enrolment No. *967/2010*)

*Abhrajit Ghosh*  
*(Advocate, Siliguri)*














**EXECUTANTS**

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					
					

*Tuli Ghosh*

*Tuli Ghosh*












SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					
					

*Sanku Ghosh*

*Sanku Ghosh*

SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					
					













*Prasad*

SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					
					

*Prasad*

CLAIMANT

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					
					

Ravi

Ravi Agarwal.  
SIGNATURE





सर्वोच्च न्यायालय  
Government of India



नाम  
Tatuli Ghosh  
पता  
BANGAL CANTONMENT

संस्थापक संस्था  
N/A

8732 6424 8572



আমার - মাধারণ মানুযের অধিকার

Tatuli Ghosh



भारतीय जनसंख्या आयोग  
UIDAI (Unique Identification Authority of India)

पता  
संस्थापक संस्था  
संस्थापक संस्था  
संस्थापक संस्था

Address: 276 JAGADISH  
CHANDRA ROAD GARDEN  
SIDHAPALLY VARD NO.1  
17, Sector (M) Circle  
Bajajpura, Sec 17, West  
Bengal, 700017

8732 6424 8572



Tatuli Ghosh

PERMANENT ACCOUNT NUMBER: ADUPGSBETA

TATULI GHOSH

DATE OF BIRTH: 17.07.1988

COMMISSIONER OF INDUSTRIES, W.B.



*Tatuli Ghosh*

*Tatuli Ghosh*

Tatuli Ghosh

Tatuli Ghosh

100

2012

Government of India



Name:   
 Designation:   
 Office:   
 Contact Number:   
 3696 7064 2139



भारत - माधवराज मानवस्य अधिकार



National Information Commission

Address:   
 Plot No. 1, Sector 17, Connaught Place, New Delhi - 110028

Address: 218, A-10 Road, Road, Connaught Place, New Delhi - 110028

3696 7064 2139



*Manu Sharma*

*Manu Sharma*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

CAURAV GHOSH  
SANJIB GHOSH  
06/07/1989

Signature Account No. 10  
BDCPG7105E



*Sanjay Ghosh*

*Sanjay Ghosh*


**भारत सरकार**  
**Government of India**

**आधार कार्ड**  
**Aadhaar Card**

**आधार संख्या**  
**Aadhaar Number**  
**5876 9590 8619**

**नाम**  
**Name**  
**5876 9590 8619**

**पिता/पति का नाम**  
**Father / Husband Name**  
**RAJ KUMAR AGARWAL**

**आधार कार्ड**  
**Aadhaar Card**

**आधार - सामान्य नागरिक अधिकार**  
**Aadhaar - Common Citizen Right**

*Handwritten signature*


**आधार**  
**Aadhaar**

**आधार संख्या**  
**Aadhaar Number**  
**5876 9590 8619**

**नाम**  
**Name**  
**5876 9590 8619**

**पिता/पति का नाम**  
**Father / Husband Name**  
**RAJ KUMAR AGARWAL**

**आधार कार्ड**  
**Aadhaar Card**

**आधार - सामान्य नागरिक अधिकार**  
**Aadhaar - Common Citizen Right**

**5876 9590 8619**









ভারত সরকার  
Government of India



নাম / Name  
Deepak Prasad  
জন্ম তারিখ / DOB 22/08/1988  
লিঙ্গ / Male



4209 8515 2729

আধার - সাধারণ মানুষের অধিকার

Deepak Prasad

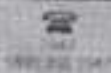


ভারত সরকার  
Unique Identification Authority of India

ঠিকানা:  
সি/ও: ভারত প্রসাদ, চাম্পাসারী,  
শ্যামসুজোত রোড, নিহার  
আইসফ্যাক্টরি এর নিকট, ওয়ার্ড  
নং ৪৬, সিগুন (ম. কর্প),  
দার্জিলিং, মুর্শাবাদ নগর, পশ্চিম  
বঙ্গ, ৭৩৪০০৩

Address:  
S/O: Bharat Prasad  
CHAMPASARI, POKAJOTE  
ROAD, NEAR KANCHAN, POKA  
ICE FACOTORY, WARD NO 46,  
Siligun (M. Corp) Darjeeling,  
Pradhan Nagar, West Bengal,  
734003

4209 8515 2729



help@uidai.gov.in



www.uidai.gov.in

आयकर विभाग  
INCOME TAX DEPARTMENT

DEEPAK PRASAD

BHARAT PRASAD

22/08/1988

Permanent Account Number

BEOPP3440Q

*Deepak Prasad*



भारत सरकार  
GOVT. OF INDIA



22/08/2014

*Deepak Prasad*





KALIKA CONSTRUCTION

Ravi Agarwal.  
PARTNER



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকারণ

ভারত সরকার

Unique Identification Authority of India

Government of India

সম্মিলিত আইডি / Enrollment No. : 1215/91195/38760

Rakhi Agarwal

রাক্ষী আগরওয়াল

12SHA VILLA  
LALA LAJAPATH ROY ROAD  
ASHRAM PARK  
Sikpur (M. Corp)  
Kolkata, West Bengal - 700017  
9822090055



KL862283838FT

88329393



আপনার আধার সংখ্যা / Your Aadhaar No. :

**9517 5828 0369**

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



রাক্ষী আগরওয়াল  
Rakhi Agarwal

স্বামী : অজিত কুমার আগরওয়াল  
Husband : Ajit Kumar Agarwal

১২শা বিলা, অশ্রম পার্ক  
১২শা বিলা, অশ্রম পার্ক

9517 5828 0369



আধার - সাধারণ মানুষের অধিকার

*Rakhi Agarwal.*

आयकर विभाग  
INCOME TAX DEPARTMENT  
RAKHI AGARWAL  
RAMU AGARWAL  
09/05/1962  
AFTPA3213R  
Rakhi Agarwal

भारत सरकार  
GOVT. OF INDIA



Rakhi Agarwal.



ভারত সরকার  
Government of India

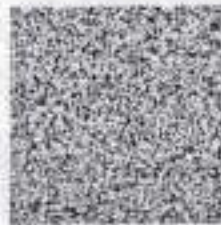
ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

ভূমিকাভুক্তির নম্বর/ Enrolment No.: 1215/91553/07685

Download Date: 11/06/2017

To  
শরজ কুমার পাণ্ডে  
Sanjay Kumar Pandey  
S/O Jayram Pandey  
PRASANNA NAGAR, SONAR BARI  
BELAKOBA  
JALPAIGURI  
BhelaKoba  
Prasannaagar  
Jalpaiguri West Bengal - 735133  
9832013337

Issue Date: 10/06/2017



আপনার আধার সংখ্যা / Your Aadhaar No. :

**5791 6769 9556**

VID : 9130 9337 8783 2180

আমার আধার, আমার পরিচয়



ভারত সরকার  
Government of India



Download Date: 11/06/2017



শরজ কুমার পাণ্ডে  
Sanjay Kumar Pandey  
জন্মতারিখ/DOB: 02/01/1978  
পূর্ণাঃ MALE

Issue Date: 10/06/2017

**5791 6769 9556**

VID : 9130 9337 8783 2180

আমার আধার, আমার পরিচয়



Government of India



AADHAAR

ভূমিকা

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়
- নিরাপত্তা ক্রিয়াকার কোড / অফলাইন এক্সেসেস / অনলাইন প্রমাণীকরণ ব্যবহার করে পরিচয় যাচাই করুন।
- এটি এক ইলেকট্রনিক প্রক্রিয়ান উঠনী পত্র

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- Verify identity using Secure QR Code/ Offline XML/ Online Authentication.
- This is electronically generated letter.

- আধার নানা দেশে মান্য
- আধার আপনাকে বিভিন্ন সরকারী ও বেসরকারী পরিষেবা প্রাপ্তিতে সাহায্য করে।
- আধার আধারের মোবাইল নাম্বার ও ইমেইল আইডি আপডেট রাখুন।
- আধার নিজের স্মার্ট ফোনে রাখুন, mAadhaar App যারা।

- Aadhaar is valid throughout the country.
- Aadhaar helps you avail various Government and non-Government services easily.
- Keep your mobile number & email ID updated in Aadhaar.
- Carry Aadhaar in your smart phone – use mAadhaar App.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ  
Unique Identification Authority of India

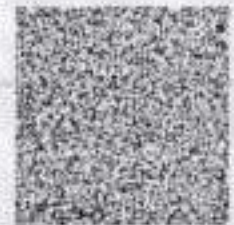


ভূমিকা:

S/O জরাম পাণ্ডে, শরজ কুমার পাণ্ডে, বেলাকোবা, জলপাইগুড়ি, বেলাকোবা, জলপাইগুড়ি, পশ্চিম বঙ্গ - 735133

Address:

S/O Jayram Pandey, PRASANNA NAGAR, SONAR BARI, BELAKOBA, JALPAIGURI, BhelaKoba, Jalpaiguri, West Bengal - 735133



**5791 6769 9556**

VID : 9130 9337 8783 2180

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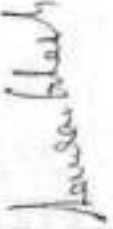



Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue







OFFICE OF THE A.D.S.R. BAGDOGRA, District Name :Darjeeling

Signature / LTI Sheet of Query No/Year 04032000028566/2022

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Tatuli Ghosh A J C BOSE ROAD SUBHAS PALLY, City:- , P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			
2	Shri Saurav Ghosh A J C BOSE ROAD SUBHAS PALLY, City:- , P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			
3	Shri Ajit Kumar Agarwal Ashrampara, City:- , P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Shri Deepak Prasad Pokaljote Champasari, City:-, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003	Land Lord			<i>Deepak Prasad</i>
5	Smt Rakhi Agarwal Ashrampara, City:-, P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Representative of Developer [M S Kalika Construction]			<i>Rakhi Agarwal</i> KALIKA CONSTRUCTION PARTNER
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Sanjay Kumar Pandey Son of Late Jayram Pandey Sonarbari, City:-, P.O:- Belakopa, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 735135	Smt Tatuli Ghosh, Shri Saurav Ghosh, Shri Ajit Kumar Agarwal, Shri Deepak Prasad, Smt Rakhi Agarwal			<i>Sanjay Kumar Pandey</i>

(Yogen Tshering Bhutia)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 BAGDOGRA  
 Darjeeling, West Bengal

### Major Information of the Deed

Deed No :	I-0403-00533/2022	Date of Registration	18/01/2022
Query No / Year	0403-2000028566/2022	Office where deed is registered	
Query Date	04/01/2022 2:06:42 PM		0403-2000028566/2022
Applicant Name, Address & Other Details	Puja Chettri Pradhan Nagar,Thana : Pradhan Nagar, District : Darjeeling, WEST BENGAL, PIN - 734003, Mobile No. : 9641077905, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 50,00,000/-	Rs. 5,11,79,296/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

#### Land Details :

District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: Champasari (Inside), Mouza: Mandlaguri, JI No: 85, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-453	RS-61/3	Bastu	Bastu	36 Katha 10 Chatak 22 Sq Ft	50,00,000/-	4,70,65,188/-	Property is on Road
L2	RS-535	RS-61/4	Bastu	Bastu	2307 Sq Ft		41,14,108/-	Property is on Road
		<b>TOTAL :</b>			<b>65.7686Dec</b>	<b>50,00,000 /-</b>	<b>511,79,296 /-</b>	
		<b>Grand Total :</b>			<b>65.7686Dec</b>	<b>50,00,000 /-</b>	<b>511,79,296 /-</b>	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>Smt Tatuli Ghosh</b>                      Wife of Late SANJIB GHOSH A J C BOSE ROAD SUBHAS PALLY, City:- , P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Government Service, Citizen of: India, PAN No.:: ADxxxxxx7A,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/01/2022                      , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/01/2022                      , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence</p>

2	<p><b>Shri Saurav Ghosh</b>  Son of Late SANJIB GHOSH A J C BOSE ROAD SUBHAS PALLY, City:- , P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BDxxxxxx5E,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/01/2022  , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/01/2022  , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence</p>
3	<p><b>Shri Ajit Kumar Agarwal (Presentant )</b>  Son of Late Raj Kumar Agarwal Ashrampara, City:- , P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/01/2022  , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/01/2022  , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence</p>
4	<p><b>Shri Deepak Prasad</b>  Son of Late Bharat Prasad Pokajote Champasari, City:- , P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BExxxxxx0Q,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 17/01/2022  , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 17/01/2022  , Admitted by: Self, Date of Admission: 17/01/2022 ,Place : Pvt. Residence</p>

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>M S Kalika Construction</b>  Kadamtala Kali Mandir Lane, City:- , P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx8R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>Smt Rakhi Agarwal</b>  Wife of Shri Ajit Kumar Agarwal Ashrampara, City:- , P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : M S Kalika Construction (as partner)</p>

**Identifier Details :**

Name	Photo	Finger Print	Signature
<p><b>Mr Sanjay Kumar Pandey</b>  Son of Late Jayram Pandey  Sonarbari, City:- , P.O:- Belakopa, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 735135</p>			

Identifier Of Smt Tatuli Ghosh, Shri Saurav Ghosh, Shri Ajit Kumar Agarwal, Shri Deepak Prasad, Smt Rakhi Agarwal



**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Smt Tatuli Ghosh	M S Kalika Construction-30.2408 Dec
2	Shri Saurav Ghosh	M S Kalika Construction-30.2408 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	Shri Ajit Kumar Agarwal	M S Kalika Construction-2.64344 Dec
2	Shri Deepak Prasad	M S Kalika Construction-2.64344 Dec

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Endorsement For Deed Number : I - 040300533 / 2022

On 13-01-2022

**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 5,11,79,296/-



**Yogen Tshering Bhutia**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BAGDOGRA**  
**Darjeeling, West Bengal**

On 17-01-2022

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

Presented for registration at 14:23 hrs on 17-01-2022, at the Private residence by Shri Ajit Kumar Agarwal , one of the Executants.

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

Execution is admitted on 17/01/2022 by 1. Smt Tatuli Ghosh, Wife of Late SANJIB GHOSH, A J C BOSE ROAD SUBHAS PALLY, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Government Service, 2. Shri Saurav Ghosh, Son of Late SANJIB GHOSH, A J C BOSE ROAD SUBHAS PALLY, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Shri Ajit Kumar Agarwal, Son of Late Raj Kumar Agarwal, Ashrampara, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 4. Shri Deepak Prasad, Son of Late Bharat Prasad, Pokajote Champasari, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business

Indetified by Mr Sanjay Kumar Pandey, , Son of Late Jayram Pandey, Sonarbari, P.O: Belakopa, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 735135, by caste Hindu, by profession Business

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

Execution is admitted on 17-01-2022 by Smt Rakhi Agarwal, partner, M S Kalika Construction, Kadamtala Kali Mandir Lane, City:- , P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr Sanjay Kumar Pandey, , Son of Late Jayram Pandey, Sonarbari, P.O: Belakopa, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 735135, by caste Hindu, by profession Business



**Yogen Tshering Bhutia**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. BAGDOGRA**  
**Darjeeling, West Bengal**

On 18-01-2022

**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.

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 13/01/2022 7:23PM with Govt. Ref. No: 192021220162225818 on 13-01-2022, Amount Rs: 7/-, Bank: SBI EPay ( SBlePay), Ref. No. 2612031883337 on 13-01-2022, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,000/-

#### Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 212, Amount: Rs.5,000/-, Date of Purchase: 06/01/2022, Vendor name: T Roy  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 13/01/2022 7:23PM with Govt. Ref. No: 192021220162225818 on 13-01-2022, Amount Rs: 70,000/-, Bank:  
SBI EPay ( SBlePay), Ref. No. 2612031883337 on 13-01-2022, Head of Account 0030-02-103-003-02



**Yogen Tshering Bhutia**  
**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 0403-2022, Page from 23538 to 23602

being No 040300533 for the year 2022.



Digitally signed by YOGEN TSHERING  
BHUTIA

Date: 2022.01.28 11:41:47 +05:30

Reason: Digital Signing of Deed.

*Yogen Tshering Bhutia*

(Yogen Tshering Bhutia) 2022/01/28 11:41:47 AM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.