

3468/21

I-3468/21



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

F 737498 F 737498

Bimla Devi Agarwal.

Tilov Agarwal.

Krishan Kumar Agarwal

Krishan Kumar Agarwal

Tony Agarwal

RADIANT DEVELOPERS
Partner

: 1: Visit Commission Case No. 513/21

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 23rd DAY OF APRIL 2020.

BETWEEN

Certified that the Document is admitted to Registration and the Signature Sheet and the Document attached to this Document is a part of this Document

Adlt. District Sub-Registrar
Shakti Nagar, Jalpaiguri

26 APR 2021



VC-2-706/21
23/4/21
5:30 P.M.

Bimla Devi Agarwal.



910

NON JUDICIAL STAMP

No. 347 Date 14.8.2020

Sold Radiant Developers
P. S. Bhaktinagar, Dist. Jalpaiguri.

Value Rs. _____



Bimla Devi Agarwal.



911

S.Shy.
Sudhangshu Saran Roy
Govt. Stamp Vendor
L No. 173/R.M
Siliguri Court

Tilini Agarwal



912

Manish Kumar vedya



913

Krishan Kumar Agarwal



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Tony Agarwal



915



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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

RADIANT DEVELOPERS
R. Agarwal
Partner

2:3 APR 2020

Subrata Prantik...
Stolater...
Lawyer Bhaktinagar
PO P.S. Siliguri
Dist Jalpaiguri



Bimla Devi Agarwal.

Jiten Agarwal

Umesh Kumar Kedia

Krishan Kumar Agarwal

Tanuj Agarwal

RADIANT DEVELOPERS

Partner

1. **SMT. BIMLA DEVI AGARWAL**, Wife of Late **SHANKAR LAL AGARWAL**, Indian by Nationality, Hindu by faith, Housewife by occupation, residing at F-103, Club Town, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, PIN-734001, in the State of West Bengal (I.T. PAN- ACRPA8826D)
 2. **SRI JITEN AGARWAL**, Son of Late **SHANKAR LAL AGARWAL**, Indian by Nationality, Hindu by faith, Business by occupation, residing at F-103, Club Town, Sevoke Road, Siliguri, P.O.-Sevoke Road, P.S.-Bhaktinagar, District-Jalpaiguri, PIN-734001, in the State of West Bengal (I.T. PAN- AGUPA9152F)
 3. **SRI UMESH KUMAR KEDIA**, son of Late Satyanarayan Agarwal alias Satyanarayan Kedia, Indian by Nationality, Hindu by faith, Business by occupation, residing at 209, Bagmari Road, Kolkata, P.O. and P.S.- Maniktala, District- Kolkata, PIN-700054, in the State of West Bengal (I.T.PAN-AFKPK0684B)
 4. **SRI KRISHAN KUMAR AGARWAL**, son of Late Satyanarayan Agarwal alias Satyanarayan Kedia, Indian by Nationality, Hindu by faith, Business by occupation, residing at S.P. Mukherjee Road (bye-lane), Khalpara, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal (I.T. PAN- ACLPA2473Q) and
 5. **SRI TANUJ AGARWAL**, son of Late Prakash Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Siddhi Vatika, Burdwan Road, Siliguri, P.O.-Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN-734005, in the State of West Bengal(I.T. PAN-AHYPA7454R),
- hereinafter called the " **FIRST PARTIES / OWNERS** " of the " **ONE PART** "

A N D

Bimla Devi Agarwal

Tilini Agarwal

Umesh Kumar Reddy

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Kishan Kumar Agarwal

Tamij Agarwal

RADIANT DEVELOPERS

B. Agarwal

Partner

RADIANT DEVELOPERS (PAN : AAZFR1408A), a Partnership Firm, registered under the Partnership Act, having its Registered Office at Kapil Centre, 1st Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, represented by one of its Partner, **SRI KISHAN AGARWAL, son of Sri Suresh kumar Agarwal**. Indian by Nationality, Hindu by faith, Business by occupation, hereinafter referred to as "**The Developer**" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context its directors, heirs, legal representatives, successors in office, executors, administrators, successors and assigns) of the **OTHER PART**

I. A) WHEREAS Ratib Necha Bibi alias Bibi Ratiba Khatun, wife of Ismail Haque alias Md. Ismail Huq Choudhury, was the recorded owner of all that piece or parcel of land measuring 0.49 Acres, forming part of R.S. Plot No.421, recorded in Sabek Khatian No.669 Hal Khatian No.314 Khanda R.S. Khatian No.314/5, situated within Mouza - Dabgram, J.L. No.2, Pargana - Baikunthapur, Sabek Sheet No.7 R.S. Sheet No.8, P.S. - Bhaktinagar, District - Jalpaiguri.

B) AND WHEREAS abovenamed Ratib Necha Bibi alias Bibi Ratiba Khatun, wife of Ismail Haque alias Md. Ismail Huq Choudhury, had transferred for valuable consideration and made over physical possession, of all that piece or parcel of land measuring 0.42 Acres out of the aforesaid land, unto and in favour of Sri Satyanarayan Agarwal, son of Lachmandas Agarwala, by virtue of Sale Deed, executed on 18-07-1959 presented for registration on 21-07-1959, being Document No.3909 for the year 1959, entered in Book - I, Volume No.42, Pages 259 to 263, registered in the Office of the District Sub-Registrar, Jalpaiguri.

Bimla Devi Agarwal.

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Umesh Kumar Kedia

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Krishan Kumar Agarwal

Tanj Agarwal

RADIANT DEVELOPERS

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Partner

C) AND WHEREAS by virtue of the aforesaid Sale Deed, abovenamed Sri Satyanarayan Agarwal, became the sole, absolute and exclusive owner of the aforesaid land measuring 0.42 Acres and the said land was recorded in his name in the record of rights, with respect to area of 0.39 Acres, in L.R. Khatian No.39, comprising of L.R. Plot No.126, situated within Mouza - Dabgram, J.L. No. 2, Pargana - Baikunthapur, L.R. Sheet No.13, P.S. - Bhaktinagar, District - Jalpaiguri, having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS abovenamed Satyanarayan Agarwal, died intestate leaving behind his sons - Sri Shankar Lal Agarwal, Sri Binod Kumar Agarwal, Sri Umesh Kumar Kedia, Sri Krishan Kumar Agarwal, Roshan Lal Kedia, Prakash Kumar Agarwal, Daughters - Smt. Pushpa Devi Agarwal alias Pushpa Agarwal, wife of Sri Kailash Chand Agarwal, Smt. Kanta Devi Minda wife of Sri Naresh Kumar Minda and Smt. Gayatri Devi Agarwal wife of Sri Nand Lal Agarwal, as his only legal heirs to inherit the aforesaid land measuring 0.39 Acres.

II. A) AND WHEREAS by way of inheritance abovenamed Sri Shankar Lal Agarwal, Sri Binod Kumar Agarwal, Sri Umesh Kumar Kedia, Sri Krishan Kumar Agarwal, Roshan Lal Kedia, Prakash Kumar Agarwal, Smt. Pushpa Devi Agarwal alias Pushpa Agarwal, Smt. Kanta Devi Minda and Smt. Gayatri Devi Agarwal, became the sole, absolute and exclusive owners of the aforesaid land measuring 0.39 Acres (each having $1/9^{\text{th}}$ share in it), having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Roshan Lal Kedia, died intestate leaving behind his wife - Smt. Sumitra Devi Kedia, son-Sri Yograj Kedia, as his only legal heirs to inherit his $1/9^{\text{th}}$ share in the aforesaid land measuring 0.39 Acres.

AND WHEREAS by way of inheritance abovenamed Smt. Sumitra Devi Kedia and Sri Yograj Kedia, became the sole, absolute and exclusive owners of all that $1/9^{\text{th}}$ share in the aforesaid land measuring 0.39 Acres, having permanent, heritable and transferable right, title and interest therein.

Bimla Devi Agarwal

Tilev Agarwal

Umash Kumar Kedia

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Krishan Kumar Agarwal

Tanuj Agarwal

RADIANT DEVELOPERS

B. Agarwal

Partner

II. C) AND WHEREAS abovenamed Prakash Kumar Agarwal, died intestate leaving behind his wife - Smt. Premlata Devi Agarwal, sons – Sri Sumit Agarwal and Sri Tanuj Agarwal, daughters-Smt. Pramila Agarwal wife of Sri Rajesh Agarwal and Smt. Kiran Goyal wife of Sri Praveen Goyal, as his only legal heirs to inherit his 1/9th share in the aforesaid land measuring 0.39 Acres.

AND WHEREAS by way of inheritance abovenamed Smt. Premlata Devi Agarwal, Sri Sumit Agarwal, Sri Tanuj Agarwal, Smt. Pramila Agarwal and Smt. Kiran Goyal, became the sole, absolute and exclusive owners of all that undivided 1/9th share in the aforesaid land measuring 0.39 Acres [each having 1/45th share in it], having permanent, heritable and transferable right, title and interest therein.

III. A) AND WHEREAS abovenamed Sri Binod Kumar Agarwal, Smt. Pushpa Devi Agarwal alias Pushpa Agarwal, Smt. Kanta Devi Minda and Smt. Gayatri Devi Agarwal, out of natural love and affection, thereafter had transferred and made over physical possession of their 4/9th (Four-Ninth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of their natural brothers - Sri Shankar Lal Agarwal, Sri Umesh Kumar Kedia and Sri Krishan Kumar Agarwal, all sons of Late Satyanarayan Agarwal, by virtue of Gift Deed, Dated 04-09-2019, being Document No.5866 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 152136 to 152173, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

B) AND WHEREAS abovenamed Smt. Sumitra Devi Kedia and Sri Yograj Kedia, out of natural love and affection, thereafter had transferred and made over physical possession of their 1/9th (One-Ninth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of Sri Tanuj Agarwal, son of Late Prakash Kumar Agarwal, by virtue of Gift Deed, Dated 04-09-2019, being Document No.5866 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 152136 to 152173, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

Bimla Devi Agarwal

Tilini Agarwal

Umesh Kumar Kedia

Krishan Kumar Agarwal
Tanuj Agarwal

RADIANT DEVELOPERS

Rajiv

Partner

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C) AND WHEREAS abovenamed Smt. Premiata Devi Agarwal, Sri Sumit Agarwal, Smt. Pramila Agarwal and Smt. Kiran Goyal, out of natural love and affection, thereafter had transferred and made over physical possession of their 4/45th (Four-Forty Fifth) share in the aforesaid land measuring 0.39 Acres, unto and in favour of Sri Tanuj Agarwal, son of Late Prakash Kumar Agarwal, by virtue of Gift Deed, Dated 17.09.2019, being Document No. 6190 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 161144 to 161169, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

IV. A) AND WHEREAS by way of inheritance and by virtue of the aforesaid Gift Deed, being Document No 5866 for the year 2019, abovenamed SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL (The Owners Nos. 1 to 3 of these Presents), became the sole, absolute and exclusive owners of all that 7/9th share in the aforesaid land measuring 0.39 Acres (i.e. 0.30333 Acres), having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL (The Owners Nos.1 to 3 of these Presents), out of natural love and affection, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.01083 Acres out of their 7/9th share in the aforesaid land measuring 0.39 Acres (i.e. 0.30333 Acres), unto and in favour of SRI TANUJ AGARWAL, by virtue of Gift Deed, Dated 17.09.2019, being Document No. 6710 for the year 2019, entered in Book - I, Volume No.0711-2019, Pages 169405 to 169429, registered in the Office of the Additional District Sub-Registrar, Bhaktinagar.

C) AND WHEREAS abovenamed SRI SHANKAR LAL AGARWAL, SRI UMESH KUMAR KEDIA and SRI KRISHAN KUMAR AGARWAL (The Owners Nos.1 to 3 of these Presents), are now the sole, absolute and exclusive owners of all that 3/4th share in the aforesaid land measuring 0.39 Acres (i.e. 0.2925 Acres), having permanent, heritable and transferable right, title and interest therein.

Bimla Devi Agarwal.

Jiten Agarwal.

Umesh Kumar Kedia

Krishan Kumar Agarwal

Tanuj Agarwal

RADIANT DEVELOPERS

B. Agarwal

Partner

D) AND WHEREAS by way of inheritance and by virtue of three separate Gift Deeds, being Document Nos.5866, 6190 and 6710 for the year 2019, abovenamed SRI TANUJ AGARWAL (The Owner No.4 of these Presents), became the sole, absolute and exclusive owner of all that 1/4th share in the aforesaid land measuring 0.39 Acres (i.e. 0.0975 Acres) , having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS abovenamed Sri Shankar Lal Agarwal died intestate leaving behind his wife – Smt. Bimla Devi Agarwal and son – Sri Jiten Agarwal and his daughter Smt Rinku Goyal, wife of Sri Ashish Goyal, as his only legal heirs to inherit his 1/4th share in the aforesaid land measuring 0.39 Acres.

F) AND WHEREAS abovenamed SMT RINKU GOYAL, out of natural love and affection, thereafter had transferred and made over physical possession of all that piece or parcel of land measuring 0.0325 Acres being her 1/12th share in the land measuring 0.39 Acres in favour of Smt. Bimla Devi Agarwal, and Sri Jiten Agarwal by virtue of Gift Deed, Dated 05.12.2019 being Document No. 7680 for the year 2019, entered in Book - I, Volume No 0711-2019, Pages from 195572 to 195602, registered in the Office of the Additional District Sub-Registrar Bhaktinagar.

V. AND WHEREAS SMT. BIMLA DEVI AGARWAL, SRI JITEN AGARWAL, SRI UMESH KUMAR KEDIA, SRI KRISHAN KUMAR AGARWAL and SRI TANUJ AGARWAL (The Owners of these Presents), collectively became the sole, absolute and exclusive owners of the aforesaid land measuring 0.39 Acres, having permanent, heritable and transferable right, title and interest therein.

The Owners of these presents, SMT. BIMLA DEVI AGARWAL, SRI JITEN AGARWAL, SRI UMESH KUMAR KEDIA, SRI KRISHAN KUMAR AGARWAL and SRI TANUJ AGARWAL who are owner of land measuring 0.39 Acres decided to construct a Multistoried Residential cum Commercial building on the aforesaid land. The

Bimla Devi Agarwal.

Jiten Agarwal

Umesh Kumar Kedia

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Krishan Kumar Agarwal

Tanuj Agarwal

RADIANT DEVELOPERS

B. Aggarwal

Partner

developer herein having experience in construction business have agreed to construct a Residential cum Commercial building on aforesaid land and has agreed on the terms and conditions stated hereunder.

The Owners hereby declare that the land owned by each them is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.

The Owners have agreed to grant an exclusive right of development of their owned land 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.

The Developer shall cause to prepare a building plan to construct Multistoried Residential cum Commercial building on the aforesaid Land and shall get the plan approved from Municipality after obtaining the necessary Lucc from appropriate Authority at his own cost. The Developer may get the Lucc and building plan passed from competent authority in the joint name of Owner and Developer.

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 The Owners shall mean the said SMT. BIMLA DEVI AGARWAL, SRI JITEN AGARWAL, SRI UMESH KUMAR KEDIA, SRI KRISHAN KUMAR AGARWAL and SRI TANUJ AGARWAL. The aforesaid Owners not only as owner but also as having whatsoever right, title or interest that he has or shall have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Schedule-1 Land and also his heirs, successors, legal representatives, administratives, executors and assigns.

Bimla Devi Agarwal.

Tilak Agarwal.

Vinay Kumar Agarwal

Krishan Kumar Agarwal

Tanuj Agarwal

RADIANT DEVELOPERS

Byword

Partner

1.2 Developer shall mean the said **RADIANT DEVELOPERS** and their partners, successor/successors in office, executors and administrators and assigns at all material times.

1.3 Building(s) shall mean the building to be constructed on the Scheduled Land as per the plan or plans sanctioned by the said authorities.

1.4 Unit shall mean the constructed area and/or spaces in the Commercial/ Residential Complex intended to be built and/or constructed, capable of being occupied and enjoyed separately as a distinct entity at the Residential/Commercial Complex or buildings to be constructed on the said land.

1.5 Super built-up area shall mean the total constructed area which will include common pathway, staircases, passageways, water tanks, reservoirs, statutory vacant space together with the width of the walls and such other areas used for accommodating common services to the building to be constructed on the Scheduled Land.

1.6 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/s to be constructed on the said land.

1.7 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building or buildings as sanctioned by the Municipality/Local body or Development Authority including modification or variation thereof which may be made from time to time.

1.8 Saleable Area shall mean the space or spaces in the new Residential /Commercial complex available for independent use and occupation after making due provisions of common facilities and the space required therefore.

1.9 The Owner's Allocation shall be:-

131mfa Devi Nagar road.

Tejiv Agarwal

Gurush Kumar Kedia

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THAT in consideration for the grant of the Development Rights from the Owners to the Developer, it is hereby agreed that the Owners shall be entitled to be allocated 1 (one) Residential Flat No. F-7 measuring 2008 sq. ft. (including super-built up area) more fully described in Schedule- B below in the proposed Residential cum Commercial building to be constructed on Schedule -A Land.

Krishan Kumar Agarwal

Tony Agarwal

RADIANT DEVELOPERS

Partner

Partner

In addition to Area fully described in the Scheduled -B as stated below, the Owner has been till date paid a sum of Rs 1,00,00,000=00 (Rupees One Crore Only) from the Developer and shall be entitled to get further receive the following consideration amount as per following schedule:-

Sl	Event/Time	Amount	Mode of Payment
1	After 13 months from 31/07/2020, (31.08.2021)	2,00,00,000/- (50,00,000 x 4)	By Cheque in the account of the owners.
2	After 12 months from the Payment 1 is done (by 31.08.2022)	3,00,00,000/- (75,00,000x 4)	By Cheque in the account of the owners.
3	After 12 months from the Payment 2 is done (by 31.08.2023)	2,25,00,000/- (56,25,000 x 4)	By Cheque in the account of the owners.

The owners allocation as stated above is the total consideration payable to the owners for permitting the Developer to develop the Schedule-1 land and commercially exploiting the same. In case of the delay in the payments, interest at the rate of 12% will be charged for the delay period.

1.10 The Developer's Allocation :- All that entire remaining constructed Area of the multistoried Residential/Commercial building to be constructed on the land fully described in Schedule-A below, except the Flat No. F-7 measuring 2008 sq. ft.

Bimfa Devi Agarwal.

Jiten Agarwal

Anand Kumar Bedra

Krishan Kumar Agarwal

Tony Agarwal

RADIANT DEVELOPERS

By your

Partner

(including super-built up area) and the Developer's Allocation is fully described in Schedule 'C' below.

1.11 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 multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.12 Transferee shall mean a person, persons, Firm, Limited Company, Association of persons to whom any space and/or unit in the Residential/Commercial complex to be constructed at the said premises has been transferred.

1.13 Words importing singular shall include plural and vice versa and shall include all the other genders, i.e. masculine, feminine and neutral genders.

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 - OWNERS' RIGHTS & REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of Scheduled Land.

3.2 Excepting the Owners and their legal heirs, no other person or persons have any claim or interest and/or demand over and in respect of Scheduled Land.

3.3 The Land owned by the Owner is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

Bimla Devi Agarwal.

Tilak Agarwal

Gursh Kumar Keshav

Krishan Kumar Agarwal

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Tanj Agarwal

RADIANT DEVELOPERS

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3.4 There is no bar, legal or otherwise, for the Owners to obtain any certificates, sanctions, consents or permissions that may be required for transferring the proportionate undivided share or interest in the land owned by him to the respective purchasers of Shops/Offices/units in the new building/s to be constructed on the said land.

3.5 There is no subsisting agreement for sale and/or development of the land owned by the owner with any other party or parties.

ARTICLE IV - DEVELOPER'S RIGHTS

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 Scheduled Land in accordance with the plan or plans sanctioned by the Municipality and or any local Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto. The Developer shall construct one building on the land referred to scheduled land.

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 or (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

ARTICLE V – CONSIDERATION

5.1 In consideration of the owners allowing the Developer to develop the said premises the Developer shall allocate owner's area and the consideration in terms of money as mentioned in clause 1.9 hereinabove.

Bimla Devi Agarwal

Tilak Agarwal

Umesh Kumar Vadig

Krishan Kumar Agarwal

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RADIANT DEVELOPERS

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ARTICLE VI - PROCEDURE

6.1 The Owners shall grant a Registered Power of Attorney in favour of the Developer above named for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building/s at the said land and also for pursuing and following up the matter with the Municipality and /or any local body/Development authority and other statutory authorities and also for execution and presentation of Sale Deed, Lease Deed etc before the Registering Authority in respect of the Developer's Allocation only

ARTICLE VII - SPACE ALLOCATION

7.1 The Developer shall on completion of the new Commercial/Residential complex, put the Owners in undisputed possession of the Owners' allocation together with all rights in the common portions and common facilities. The Owners shall be entitled to use, occupy, lease, let out, gift, exchange, sell or otherwise transfer the units/flats and parking spaces hereby allotted.

7.2 Subject as aforesaid, the common portion of the said Commercial/Residential complex and open spaces shall belong to the Owners and Developer in proportion to their sharing ratio of the constructed space of the entire building to be constructed on Scheduled Land.

7.3 The Owner shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners' allocation in the new building/s at his will, subject to the conditions laid down elsewhere in this agreement.

7.4 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building/s with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever

Bimla Devi Agarwal

Tulsi Agarwal

Vinay Kumar Agarwal

Krishan Kumar Agarwal

Tarun Agarwal

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RADIANT DEVELOPERS

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therein of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7.5 That the Developer shall be entitled to possession of its allocated land in proportion to the payment made to the Owners and the Developer shall be entitled to possession of its entire allocated land as and when the full and final payment to the Owners is made as per clause 1.9 hereinabove.

ARTICLE VIII – BUILDING

8.1 The Developer shall at its own costs, construct erect and complete the Commercial/Residential complex on the Scheduled land as described in schedule hereto in accordance with the plan with good and standard materials as may be specified by the Architects. The new building/s shall be a Residential/Commercial complex having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Municipality and or Local Body/Development Authority.

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/s, at its own costs, pumps, tube-well, water storage tanks, and other facilities as are required to be provided in a Commercial/Residential complex having self-contained units for sale of constructed areas therein on ownership basis and as mutually agreed to.

8.4 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocation of building/s materials allocable to the Owners for the construction for the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new

Bimla Devi Agarwal.

Tilak Agarwal

Ganesh Kumar Keshav

Krishan Kumar Agarwal

Taraj Agarwal

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building/s and other inputs and facilities required for the construction and enjoyment of the Residential/Commercial complex for which purpose the Owners shall execute in favour of the nominee of the Developer, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

ARTICLE IX - COMMON FACILITIES

9.1 The Developer shall pay and bear all Local/Development Authority charges, Municipal Taxes, 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 handing over of vacant possession of the land by the Owners to the Developer, till the date of the Owners receiving the Owners' Allocation as stated herein in the new building/s and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc. in respect of the Developer's Allocation only.

9.2 The Developer shall complete the Construction of the proposed building within Such time as may be allowed by Municipality/Local/Development authority and as soon as the complex is/are completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the building/s and after 15(Fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") with effect from the date of delivery of possession of the said Owners' Allocation, payable in respect of the said Owners' Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Commercial/ Residential complex if they are levied on the building/s as a whole.

9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said Rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each

Piamba Devi Agarwal

Tilein Agarwal

Umesh Kumar Mishra

Krishan Kumar Agarwal
Taryj Agarwal

RADIANT DEVELOPERS
By agreement
Partner

other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.

9.4 As and from the date of service of notice of possession, the Owners 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/s which will be fixed and/or determined mutually from time to time for the common facilities in the new building/s payable in respect of the Owners' Allocation. The said charges include proportionate share of 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/s and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, 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 any additional maintenance or repair is required for the Owners' Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional maintenance or repair charges, as the case may be.

9.5 Any transfer of any part of the Owners' Allocation in the new building/s shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred to other persons, to pay the said Rates and service charges due for the common facilities till the date of transfer. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoing and impositions in respect of the portions allocated to the Owners to the authorities concerned only.

Bimla Devi Agarwal

Jiten Agarwal

Yunesh Kumar Keshav

Krishan Kumar Agarwal

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Tariq Agarwal

RADIANT DEVELOPERS

Brand

Partner

9.6 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said Commercial/ Residential complex at the said premises.

ARTICLE X - COMMON RESTRICTIONS

10.1 The Owners' Allocation in the new building constructed on the Scheduled land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the Commercial/Residential complex intended for the common benefits of all occupiers of the Commercial/Residential complex which shall include the following.

10.2 The Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the Commercial/Residential complex 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 Commercial/Residential complex.

10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.

10.4 Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless:

- a) Such party shall have observed and performed all terms and conditions on their respect/part to be observed and/or performed, and
- b) The proposed Transferees have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in his possession.

10.5 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

Bimla Devi Agarwal

Tilak Agarwal

Vinay Kumar Khandelwal

Krishan Kumar Agarwal

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Tanj Agarwal

RADIANT DEVELOPERS

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Partner

responsible for any deviation, violation and/or breach of any of the said Laws, Bye-Laws, Rules and Regulations.

10.6 The respective Allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the Commercial/Residential complex in good working condition and repair and in particular so as not to cause any damage to the complex or any other space or accommodation therein and shall keep other occupiers of the complex indemnified from and against the consequences of any breach.

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

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

10.9 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the complex or in the compounds corridors or any other portion or portions of the new building/s.

ARTICLE XI - OWNER'S OBLIGATIONS

11.1 The Owners 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.

Bimla Devi Agarwal.

Tilak Agarwal
Anesh Kumar Verma

Krishan Kumar Agarwal
Tanj Agarwal

RADIANT DEVELOPERS

Partner

11.2 The Owners 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 Developer's Allocation in the new building.

11.3 The Owners 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 hereby agree that the Developer shall be at liberty to enter into Development Agreement with the adjacent land owners or purchase their land and expand the construction and the owner shall have no objection in this regard and there will be no increase in the Owners Allocation/Consideration as mentioned in this Development Agreement and all the owners, developer and intending purchasers shall have right to use and enjoy the common provisions and facilities of the constructed complex.

ARTICLE XII - DEVELOPER'S OBLIGATIONS

12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the new building/s at the said premises in terms of the sanctioned plan/s within Such time as be allowed by Municipality/any other authority.

12.2 The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Commercial/Residential complex at the said premises, subject to the terms and conditions herein contained.

12.3 The Developer shall comply with all Laws, Rules/Regulations of construction of the proposed building and the owner will not be liable for any violation of any law, Rules/regulation by the Developer.

Bimla Devi Agarwal

Tilak Agarwal
Ymesh Kumar Kedes

Krishan Kumar Agarwal
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RADIANT DEVELOPERS
By *Byrand*
Partner

12.4 The Developer shall complete the construction of the building within 3(Three) years from the date of passing of the Plan.

12.5 That the Developer shall be solely responsible for any liability civil or criminal arising out of any accident/incident that may happen in course of construction of the proposed building and the owner will have no responsibility in this regard.

ARTICLE XIII - OWNERS' INDEMNITY

13. The Owners hereby undertake that the Developer shall be entitled to the Developer's allocation in said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

ARTICLE XIV - DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building/s at the said premises.

14.2 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 XV - TAXES

15.1 The Owners shall be liable to pay the amount of GST as applicable on the constructed area allocated to them.

ARTICLE XVI - MISCELLANEOUS

16.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership

Bimla Devi Agarwal.

Tilak Agarwal
Kunish Kumar Kodes

Krishankumar Agarwal
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Tomy Agarwal

RADIANT DEVELOPERS
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Partner

between the Developer and the Owners in any manner nor shall the parties hereto constitute as an Association of Persons.

16.2 It is understood that from time to time to facilitate the construction of the new building/s 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 undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and 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 go against the spirit of this Agreement. That the execution and registration of sale deeds/Lease Deeds etc shall be done by the joint signatures of both the Owners and developer.

16.3 The Developer shall at the time of his choice 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/Association/ Holding Organization and hereby give their consent to abide by the same.

16.4 As and from the date of completion of the new building, the Developer and/or its transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.

16.5 The Developer and the Owners shall mutually decide the name of the new building.

Bimla Devi Agarwal

Tilak Agarwal
Umesh Kumar Khandelwal

Krishan Kumar Agarwal

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Tomy Agarwal

RADIANT DEVELOPERS
By And
Partner

ARTICLE XVII - FORCE MAJURE

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

17.2 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 XVIII - ARBITRATION

18 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.

ARTICLE XIX - JURISDICTION

19 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.

Bimla Devi Agarwal

Tijen Agarwal
Anish Kumar Verma

Krishna Kumar Agarwal

Tarun Agarwal

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By Brand
Partner

ARTICLE XX - SPECIFICATIONS

Structure : Earthquake Resistant RCC Frame structure with brick walls

Elevation : Skilled & quality craftsmanship.

Wall Finish

Internal : Wall putty of reputed brand.

External : Painted in combination .

Windows : Aluminum windows with Glass Panel.

Doors Frames : Wooden Frames MADE OF GOOD QUALITY WOOD.

Shutters : Flush door.

Kitchen

Counter : Granite top with Stainless Steel Sink.

Walls : Ceramic Tiles upto 2 feet above counter.

Toilets Walls : Glazed Ceramic Tiles upto 5 feet height.

Fittings : C.P. Fittings of reputed brand with hot & cold line.

Sanitary : White Vitrified sanitaryware & E.W.C. of reputed brand.

Flooring

Bed Room, Drawing, Dinning & Balcony : Vitrified Tiles

Toilets & Kitchen : Anti – Skid Ceramic Tiles

Elevators : Standard brand Elevators.

Electricals : Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points, TV & Telephone sockets in drawing / dining & master bed rooms. A.C. points in master bed room. Protective M.C.B's & elegant modular switches.

Power Back-up : Power Back-up will be provided.

Bimla Devi Agarwal

Tilak Agarwal
Vishal Kumar Verma

Krishan Kumar Agarwal

Tony Agarwal

RADIANT DEVELOPERS
Partner

24
SCHEDULE -A



All that piece or parcel of vacant land measuring 0.39 Acres, forming part of R.S. Plot No.421 corresponding to L.R. Plot No.126, recorded in R.S. Khatian No.314/5 LR Khatian No. 39, situated within Mouza-Dabgram, J.L.No.2, Pargana-Baikunthapur, R.S. Sheet No.8 corresponding to L.R. Sheet No 13 , P.S. - Bhaktinagar, Upper Bhanunagar in Ward No.43 of Siliguri Municipal Corporation, District- Jalpaiguri.

The said land is transferred within the boundary as stated hereinbelow :-

- NORTH : Land of Ravindra Agarwal and Surendra Agarwal,
- SOUTH : Land of Satyanarayan Agarwal and Ramawtar Agarwal,
- EAST : Gitanjali Complex,
- WEST : 35 feet Wide Road.

SCHEDULE- B (OWNERS ALLOCATION)

All that 1 (one) Residential Flat being Flat No. F-7 measuring 2008 sq. ft. (including super-built up area) in the proposed Residential cum Commercial building to be constructed on Schedule -A Land and the consideration amount mentioned in Para 1.9 of Article I.

SCHEDULE- C (DEVELOPERS ALLOCATION)

All that entire remaining constructed Area of the multistoried Residential/Commercial building on the land fully described in Schedule-A above, except the portion described in the Schedule -B mentioned above.





[Handwritten signature]

Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri.

23 APR 2021

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.

Manish Kumar Kedar
Krishan Kumar Agarwal

Bimla Devi Agarwal, Tahir Agarwal
Tanuj Agarwal

SIGNED and DELIVERED by the
Within named OWNER at Siliguri

In the presence of:

Subrata Ganguly
S/late Sisir Kumar Ganguly
Souvik Bhattacharya
P.O. P.S. Siliguri
Dist Darjeeling
In the presence of:

RADIANT DEVELOPERS

Agarwal

Partner

SIGNED and DELIVERED by the
Within named DEVELOPER at Siliguri

Gopal Roy
to Sri Anand Roy
Siliguri

Drafted as per instructions of the
Parties, read-over & explained:-

Manoj Agarwal

Manoj Agarwal

Advocate, Siliguri.

(Emr No. F-505/434 of 1997)



Bimla Devi Agawal

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

Bimla Devi Agawal

Signature



Nilesh Agawal

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

Nilesh Agawal

Signature



Anand Kumar Katar

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

Anand Kumar Katar

Signature



Krishan Kumar Agarwal

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

Krishan Kumar Agarwal

SIGNATURE



Tanuj Agarwal

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

Tanuj Agarwal

SIGNATURE

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

RADIANT DEVELOPERS

[Handwritten Signature]

Partner

Signature

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

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

EIMEA DEVI AGARWAL
MUNSHIRAM AGARWAL

17/08/1963
Particulars Account Number

ACRPA6826D

Bimla Devi Agarwal
Signature



Bimla Devi Agarwal.



*

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JITEN AGARWAL
SHANKAR LAL AGARWAL
31/05/1983
Permanent Account Number
AGUPA9152F
Jiten Agarwal
Signature





Jiten Agarwal

*



आयकर विभाग
INCOME TAX DEPARTMENT
UMESH KUMAR KEDIA
SATYA NARAYAN KEDIA
28/07/1963
Permanent Account Number
AFKPK0684B

भारत सरकार
GOVT. OF INDIA



Signature

Umesh Kumar Kedia

*

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

KRISHAN KUMAR AGARWAL

SATYANARAYAN AGARWAL

01/01/1967

Personnel Account Number

ACLPA2473Q

Agarwal
Signature



21002313

Krishan Kumar Agarwal

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

TANUJ AGARWAL

PRAKASH KUMAR AGARWAL

25/04/1986

Permanent Account Number

AHYPA7454R

Tanuj Agarwal

Signature



12000011

Tanuj Agarwal

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आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAZFR1408A



नाम / Name
RADIANT DEVELOPERS

04/02/2018

निगमन / गठन की तारीख
Date of Incorporation / Formation
25/01/2019

इस कार्ड के खोने/पाने पर कृपया सूचित करें/जीएनए

जोषकरा टैन सेवा इकाई, एन एस डी यूएन
चौथी मंजिल, मन्त्री स्ट्रीटिंग,
प्लॉट नं. 341, सर्वे नं. 907/8,
मोडल कॉलोनी, नज़्द डीप बंगलाव चौक,
पाने - 411 016.

*If this card is lost / someone's lost card is found,
please inform / return to :*

Income Tax PAN Services Unit, NSDI,
4th Floor, Mantri Siting,
Plot No. 341, Survey No. 907/8,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016.

Tel: 91-20-2721 5980, Fax: 91-20-2721 8081
e-mail: tinunit@nsdi.co.in

RADIANT DEVELOPERS

By

Partner

*



ভারত সরকার
Government of India



কিশান আগরওয়াল
KISHAN AGARWAL
পিতা: সুরেশ আগরওয়াল
Father: Suresh Agarwal

লিঙ্গ / পোল: পুরুষ
Sex / Male

5224 9854 6171



স্বাক্ষর - সাধারণ মানুষের অধিকার



স্বাধীনতা, সমতা, স্বচ্ছতা
Unique Identification Authority of India

উদ্দেশ্য: ভারতীয় জনসংখ্যা তালিকা
বিশিষ্ট (সেইসময়) পরিচয়
সম্প্রদায়, পরিচয় বস,

Address: RAJANI BAGAN
HILLCARD ROAD, Siliguri
(M. Corp), Durgam,
Siliguri, West Bengal
734001

5224 9854 6171

144
1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Agarwal

Agarwal

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ELECTION COMMISSION OF INDIA
 ভারতের নির্বাচন কমিশন
IDENTITY CARD GLO4185627
 পরিচয় পত্র




Elector's Name Subrata Ganguly
 নির্বাচকের নাম সুব্রত গাঙ্গুলী
 Father's Name Shishir Kumar Ganguly
 পিতার নাম শিশির কুমার গাঙ্গুলী
 Sex M
 লিঙ্গ পুরুষ
 Age as on 1.1.2005 23
 ১.১.২০০৫-এ বয়স ২৩

Address:
 Dakahin Bharatnagar, Word no 24 Siliguri Darjeeling
 734404

ঠিকানা:
 দক্ষিণ ভারতনগর, বর্ড নং ২৪ শিলিগুরি দার্জিলিং, ৭৩৪৪০৪


 Facsimile Signature
 Electoral Registration Officer
 নির্বাচন নিবন্ধন অফিসার

Assembly Constituency: 25-Siliguri
 বিধানসভা নির্বাচন কেন্দ্র : ২৫-শিলিগুরি
 District: Darjeeling জেলা: দার্জিলিং
 Date: 01.04.2005 তারিখ: ০১.০৪.২০০৫

Subrata Ganguly



Government of West Bengal

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

OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name :Jalpaiguri

Signature / LTI Sheet of Query No/Year 07112000706132/2021

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	Mrs BIMLA DEVI AGARWAL F-103, CLUB TOWN, SEVOKE ROAD, P.O.- SEVOKE ROAD, P.S.- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001	Land Lord			<i>Bimla Devi Agarwal.</i>
2	Mr JITEN AGARWAL F-103, CLUB TOWN, SEVOKE ROAD, P.O.- SEVOKE ROAD, P.S.- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001	Land Lord			<i>Jiten Agarwal</i>
3	Mr UMESH KUMAR KEDIA 209, BAGMARI ROAD, KOLKATA, P.O.- MANIKTALA, P.S.- Maniktala, Kolkata District:-Kolkata, West Bengal, India, PIN - 700054	Land Lord			<i>Umesh Kumar Kedia</i>

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	Mr KRISHAN KUMAR AGARWAL S P MUKHERJEE ROAD, KHALPARA, P.O:- SILIGURI BAZAR, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005	Land Lord			<i>Krishan Kumar Agarwal</i>
5	Mr TANUJ AGARWAL SIDDHI VATIKA, BURDWAN ROAD, P.O:- SILIGURI BAZAR, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005	Land Lord			<i>Tanuj Agarwal</i>
6	Mr KISHAN AGARWAL SEVOKE ROAD, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District -Jalpaigun, West Bengal, India, PIN - 734001	Representative of Developer [RADIANT DEVELOPERS]			RADIANT DEVELOPERS <i>KA</i> Partner

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, P.O.- SILIGURI, P.S.- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734004	Mrs BIMLA DEVI AGARWAL, Mr JITEN AGARWAL, Mr UMESH KUMAR KEDIA, Mr KRISHAN KUMAR AGARWAL, Mr TANUJ AGARWAL, Mr KISHAN AGARWAL			

(Palden Sherpa)

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





Major Information of the Deed

Deed No :	I-0711-03414/2021	Date of Registration	26/04/2021
Query No / Year	0711-2000706132/2021	Office where deed is registered	
Query Date	03/04/2021 1:48:41 PM	0711-2000706132/2021	
Applicant Name, Address & Other Details	Mary Dey Siliguri,Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7679212292, Status :Buyer/Claimant		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 6,76,35,750/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,00,021/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Upper Bhanunagar Ward no 43, Mouza: Dabgram Sheet No - 8, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-421	RS-314/5	Bastu	Bastu	0.195 Acre		3,38,17,875/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
L2	RS-421	RS-314/5	Bastu	Bastu	0.195 Acre		3,38,17,875/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
TOTAL :					39Dec	0 /-	676,35,750 /-	
Grand Total :					39Dec	0 /-	676,35,750 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Mrs BIMLA DEVI AGARWAL (Presentant) Wife of Late SHANKAR LAL AGARWAL F-103, CLUB TOWN, SEVOKE ROAD, City:- Siliguri Mc. , P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ACxxxxxx6D, Aadhaar No: 73xxxxxxxx0257, Status :Individual, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence</p>

2	<p>Mr JITEN AGARWAL Son of Late SHANKAR LAL AGARWAL F-103, CLUB TOWN, SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx2F, Aadhaar No: 97xxxxxxxx5443, Status :Individual, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence</p>
3	<p>Mr UMESH KUMAR KEDIA Son of Late SATYANARAYAN AGARWAL 209, BAGMARI ROAD, KOLKATA, City:- Kolkata, , P.O:- MANIKTALA, P.S:-Maniktala, District:-Kolkata, West Bengal, India, PIN:- 700054 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx4B, Aadhaar No: 72xxxxxxxx2877, Status :Individual, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence</p>
4	<p>Mr KRISHAN KUMAR AGARWAL Son of Late SATYANARAYAN AGARWAL S.P MUKHERJEE ROAD, KHALPARA, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx3Q, Aadhaar No: 56xxxxxxxx2540, Status :Individual, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence</p>
5	<p>Mr TANUJ AGARWAL Son of Late PRAKASH KUMAR AGARWAL SIDDHI VATIKA, BURDWAN ROAD, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxx4R, Aadhaar No: 89xxxxxxxx8076, Status :Individual, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 23/04/2021 , Admitted by: Self, Date of Admission: 23/04/2021 ,Place : Pvt. Residence</p>

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>RADIANT DEVELOPERS KAPIL CENTRE, 1ST FLOOR, SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx8A,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>Mr KISHAN AGARWAL Son of Mr SURESH KUMAR AGARWAL SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 52xxxxxxxx6171 Status : Representative, Representative of : RADIANT DEVELOPERS (as PARTNER)</p>

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, City:- Siliguri Mo. , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004			

Identifier Of Mrs BIMLA DEVI AGARWAL, Mr JITEN AGARWAL, Mr UMESH KUMAR KEDIA, Mr KRISHAN KUMAR AGARWAL, Mr TANUJ AGARWAL, Mr KISHAN AGARWAL

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs BIMLA DEVI AGARWAL	RADIANT DEVELOPERS-2.4375 Dec
2	Mr JITEN AGARWAL	RADIANT DEVELOPERS-2.4375 Dec
3	Mr UMESH KUMAR KEDIA	RADIANT DEVELOPERS-4.875 Dec
4	Mr KRISHAN KUMAR AGARWAL	RADIANT DEVELOPERS-4.875 Dec
5	Mr TANUJ AGARWAL	RADIANT DEVELOPERS-4.875 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mrs BIMLA DEVI AGARWAL	RADIANT DEVELOPERS-2.4375 Dec
2	Mr JITEN AGARWAL	RADIANT DEVELOPERS-2.4375 Dec
3	Mr UMESH KUMAR KEDIA	RADIANT DEVELOPERS-4.875 Dec
4	Mr KRISHAN KUMAR AGARWAL	RADIANT DEVELOPERS-4.875 Dec
5	Mr TANUJ AGARWAL	RADIANT DEVELOPERS-4.875 Dec

On 21-04-2021

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 6,76,35,750/-



Palden Sherpa
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

On 23-04-2021

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

Presented for registration at 17:30 hrs on 23-04-2021, at the Private residence by Mrs BIMLA DEVI AGARWAL , one of the Executants.

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

Execution is admitted on 23/04/2021 by 1. Mrs BIMLA DEVI AGARWAL, Wife of Late SHANKAR LAL AGARWAL, F-103, CLUB TOWN, SEVOKE ROAD, P.O: SEVOKE ROAD, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife, 2. Mr JITEN AGARWAL, Son of Late SHANKAR LAL AGARWAL, F-103, CLUB TOWN, SEVOKE ROAD, P.O: SEVOKE ROAD, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Mr UMESH KUMAR KEDIA, Son of Late SATYANARAYAN AGARWAL, 209, BAGMARI ROAD, KOLKATA, P.O: MANIKTALA, Thana: Maniktala, , City/Town: KOLKATA, Kolkata, WEST BENGAL, India, PIN - 700054, by caste Hindu, by Profession Business, 4. Mr KRISHAN KUMAR AGARWAL, Son of Late SATYANARAYAN AGARWAL, S.P MUKHERJEE ROAD, KHALPARA, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business, 5. Mr TANUJ AGARWAL, Son of Late PRAKASH KUMAR AGARWAL, SIDDHI VATIKA, BURDWAN ROAD, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business
Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

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

Execution is admitted on 23-04-2021 by Mr KISHAN AGARWAL, PARTNER, RADIANT DEVELOPERS (Partnership Firm), KAPIL CENTRE, 1ST FLOOR, SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service



Palden Sherpa
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

On 26-04-2021

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,021/- (B = Rs 1,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2021 10:55AM with Govt. Ref. No: 192021220001342371 on 06-04-2021, Amount Rs: 1,00,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1410889526 on 06-04-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 347, Amount: Rs.5,000/-, Date of Purchase: 14/04/2021, Vendor name: Sudhangshu Saran Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/04/2021 10:55AM with Govt. Ref. No: 192021220001342371 on 06-04-2021, Amount Rs: 70,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1410889526 on 06-04-2021, Head of Account 0030-02-103-003-02



Palden Sherpa
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2021, Page from 107808 to 107853
being No 071103414 for the year 2021.



Digitally signed by TULSI LAMA
Date: 2021.06.28 12:10:22 +05:30
Reason: Digital Signing of Deed.

(Tulsi Lama) 2021/06/28 12:10:22 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)