

Sl. 2283/2020

P-2163/2020



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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VC-2-1717377/2020  
 Time- 7:00 PM  
 Date- 22.12.2020

*Chawan Prasad Agarwal*

SHREE DWARIKA INFRA CON LLP  
*Pratek Agarwal*  
 Partner

## DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE ON THIS

THE 22ND DAY OF DECEMBER, 2020.

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

ADDL. DIST. S.M.S. REGISTRAR  
 BILGAON  
*23/12/2020*

Sl. NO. 352 2020  
 for records  
 (i) Rs 25000  
 (ii) Rs 40000  
 Total Rs 65000  
23/12/2020  
23/12/2020

G:

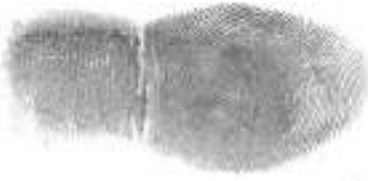
SL. NO. 20977 DATE 18.11.2020  
PURCHASER SHREE DWARIKA INFRA CON LLP  
Full Address S.F. ROAD, SILIGURI  
Total Value 5000/-  
Stamp Purchased from JPC Treasury-1



*Bhawani Prasad Agarwala*



*Bhawani Prasad Agarwala*  
TAKR-668  
OCT 2020



TAKR-169

*MB*  
**STAMP VENDOR**  
**JAYA RANI DAS**  
Licence No.1 of 99-2000  
Add. BSR Office, Rajani, Jalpaiguri

SHREE DWARIKA INFRA CON LLP  
*Prateek Agarwal*  
Partner

*Sanjay Agarwal*  
S/o. Mr. C.P. Agarwal  
13, Nehru Road.  
Duyeehing (WB)  
P.O./P.S. - Duyeehing  
P.C. 734101.



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

22 DEC 2020

*Bhawani Prasad Agarwal*

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SHREE DWARIKA INFRA CON LLP  
*Prateek Agarwal*  
Partner

**BETWEEN**

**SRI BHAWANI PRASAD AGARWALA**, son of Late Ramnath Agarwala, Indian by Nationality, Hindu by Faith, Business by occupation, residing at 13, Nehru Road, Chowrasta Ward No.30, Darjeeling, P.O., P.S. and District - Darjeeling, PIN - 734101, in the State of West Bengal, hereinafter called the "**FIRST PARTY / LANDLORD**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, representatives, administrators and assigns) of the "**ONE PART**". (I.T. PAN - ACTPA5548A)

**A N D**

**SHREE DWARIKA INFRA CON LLP**, a Limited Liability Partnership concern, registered with Ministry of Corporate Affairs vide LLPIN AAR-4314, dated 26-12-2019, having its registered office at C/o Shree Dwarika Enclave LLP, opposite HDFC Bank, S.F. Road, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, represented by its **Partner - SRI PRATEEK AGARWAL**, son of Sri Deepak Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Mahabirsthan, Siliguri, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, hereinafter called the "**SECOND PARTY / DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors-in-office, representatives, administrators and assigns) of the "**OTHER PART**". (I.T. PAN - AEBFS9115H).

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Addl. Dist. <sup>ee</sup> Registrar  
Siliguri-I, Dt. Darjeeling

22 DEC 2020

*Bhawan Prasad Agarwal*

SHREE DWARIKA IN RA COM LLP  
*Prateek Agarwal*  
Partner

I. A) WHEREAS one Sri Ram Nath Agarwala, son of Hira Lal Agarwala, was the recorded owner of all that piece or parcel of land measuring 0.34 Acres, forming part of R.S. Plot No.2161, recorded in R.S. Khatian No.1141, situated within Mouza- Siliguri, J.L.No.110 (88), Pargana- Baikunthapur, P.O.- Siliguri Bazar, P.S.- Siliguri, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Ram Nath Agarwala died intested leaving behind his son- **SRI BHAWANI PRASAD AGARWALA**, as his only legal heir to inherit the aforesaid land measuring 0.34 Acres.

II. A) AND WHEREAS one Gita Debi Agarwala, wife of Sri Radhakrishna Agarwala, was the recorded owner of all that piece or parcel of land measuring 0.34 Acres, forming part of R.S. Plot No.2160, recorded in R.S. Khatian No.1140/1, situated within Mouza- Siliguri, J.L.No.110 (88), Pargana- Baikunthapur, P.O.- Siliguri Bazar, P.S.- Siliguri, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Smt. Gita Debi Agarwala, had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 4 Kathas out of the aforesaid land, unto and in favour of Smt. Narayani Debi Agarwala, wife of Sri Ram Nath Agarwala, by virtue of Sale Deed, executed on 06-08-1964, being Document No.4143 for the year 1964, entered in Book-I, Volume No.45, Pages 63 to 66, registered in the Office of the Sub-Registrar, Siliguri.

C) AND WHEREAS by virtue of the aforesaid Sale Deed, being Document No. 4143 for the year 1964, abovenamed Narayani Debi Agarwala alias Narayani Debi, became the sole, absolute and exclusive owner of all that aforesaid land measuring 4 Kathas or 0.066 Acres, having permanent, heritable and transferable right, title and interest therein.

*Bhawani Prasad Agarwal*

SHREE DWARIKA INFRA CON LLP

*Prateek Agarwal*

Partner

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D) AND WHEREAS abovenamed Narayani Debi Agarwala alias Narayani Debi died intested leaving behind her son - **SRI BHAWANI PRASAD AGARWALA**, as her only legal heir to inherit the aforesaid land measuring 4 Kathas or 0.066 Acres.

III. A) AND WHEREAS one Sri Shyam Sundar Agarwala, son of Sri Kajari Lal Agarwala, was the recorded owner of all that piece or parcel of land measuring 5.14 Acres, forming part of R.S. Plot No.2143, recorded in R.S. Khatian No.180/1, situated within Mouza- Siliguri, J.L.No.110 (88), Pargana- Baikunthapur, P.O.- Siliguri Bazar, P.S.- Siliguri, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

B) AND WHEREAS abovenamed Sri Shyam Sundar Agarwala, son of Sri Kajari Lal Agarwala, had thereafter transferred for valuable consideration and made over physical possession of all that piece or parcel of land measuring 9 Kathas, unto and in favour of Sri Ram Nath Agarwala, son of Late Hira Lal Agarwala, by virtue of perpetual Lease Deed, executed on 09.04.1959, being Document No.969 for the year 1959, entered in Book- I, Volume No.10, Pages - 208 to 210, registered in the Office of the Sub-Registrar, Siliguri.

C) AND WHEREAS abovenamed Sri Ram Nath Agarwala, thereafter had transferred for valuable consideration and made over physical possession of the aforesaid land measuring 9 Kathas, unto and in favour of his wife- Smt. Narayani Debi, by virtue of Sale Deed, executed on 02-02-1960, being Document No.260 for the year 1960, entered in Book-I, Volume No.7, Pages 28 to 30, registered in the Office of the Sub-Registrar, Siliguri.

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*Narayani Debi Agarwala*

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*Pratibha Agarwal*  
Partner

D) AND WHEREAS by virtue of the aforesaid Sale Deed, being Document No.260 for the year 1960, abovenamed Narayani Debi Agarwala alias Narayani Debi, became the sole, absolute and exclusive owner of all that aforesaid land measuring 9 Kathas or 0.1485 Acres, having permanent, heritable and transferable right, title and interest therein.

E) AND WHEREAS abovenamed Narayani Debi Agarwala alias Narayani Debi died intested leaving behind her son - **SRI BHAWANI PRASAD AGARWALA**, as her only legal heir to inherit the aforesaid land measuring 9 Kathas or 0.1485 Acres.

F) AND WHEREAS Sri Deepak Kumar Agarwal, Smt. Deoki Debi Agarwal and Sri Mahesh Kumar Agarwal (who are the legal heirs of abovenamed Shyam Sunder Agarwala) had thereafter executed a Deed of Declaration on 25-11-2020, being Document No.1835 for the year 2020, entered in Book-I, Volume No.0402-2020, Pages 71451 to 71474, registered in the Office of the Additional District Sub-Registrar, Siliguri in favour of abovenamed **SRI BHAWANI PRASAD AGARWALA** thereby declaring and confirming that the aforesaid land measuring 9 Kathas or 0.1485 Acres as transferred by abovenamed Shyam Sunder Agarwala, son of Kajarilal Agarwala, forms part of R.S. Plot No.2143, recorded in R.S. Khatian No.180/1, situated within Mouza - Siliguri, J.L. No. 110(88), Pargana - Baikunthapur, P.O., P.S., and Sub-Div.-Siliguri, District - Darjeeling, in the State of West Bengal.

IV. AND WHEREAS by way of inheritance and by virtue of aforesaid Deed of Declaration, being Document No. 1835 for the year 2020, abovenamed **SRI BHAWANI PRASAD AGARWALA** ( The First Party of these presents) became the sole, absolute and exclusive owner of all that aforesaid land measuring 0.5545 Acres but as per physical possession, the First Party of these presents is the absolute owner of all that piece of land measuring 0.5374 Acres, more particularly described in the Schedule given hereinbelow, having permanent, heritable and transferable right, title and interest therein.

*Shamir Prasad Singh*

SHREE DWARAKA INFRA C ON LLP  
*Shateek Jaganath*  
Partner

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V. AND WHEREAS the First Party is now desirous of constructing a residential / commercial building (hereinafter referred to as 'Project' for the sake of convenience and brevity) on the Scheduled land.

VI. AND WHEREAS the First Party not being in a position to put his contemplation and scheme into action due to devoid of technical know-how, preoccupation in his daily course of business and shortage of funds has approached the Second Party to promote the said Project on the Scheduled Land.

VII. AND WHEREAS the Second Party finding the offer of the First Party reasonable and relying on the aforesaid fact has accepted the offer of the First Party to promote the said Project under certain terms and conditions mentioned hereinunder.

VIII. AND WHEREAS the Parties are now entering into this Indenture to record their mutual and inter se rights and obligations for jointly developing the said Project and for joint development of the said Project in general.

IX. NOW THEREFORE, in order to avoid future disputes and differences between the parties and in consideration of the foregoing and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the Parties.

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Bhavani Prasad 

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SHREE DIVYAJIKA INFRA CON LLP  
Shareek Agamwal  
Partner

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :**

## 1. DEVELOPMENT RIGHTS

1.1 THAT on the execution of these presents, the Landlord has granted any and all entire development rights, unrestricted access and advertisement rights with respect to the Scheduled Land together with the benefit of the development approvals to the Developer.

1.2 THAT the Developer possesses the right to advertise in the media and/or publish brochure, etc., for the sale of flats / parking spaces / commercial units / utility spaces in the said Project and the cost shall be borne by the Developer.

1.3 THAT the Landlord hereby grants in favour of the Developer and the Developer hereby accepts from the Landlord, the entire Development Rights over the Schedule Land.

## 2. CONSIDERATION AND REALISATION

2.1 THAT in consideration for the grant of the Development Rights from the Landlord to the Developer, the Developer and the Landlord hereby agree that the allocations to be made to the Landlord and the Developer out of the total constructed area in each floor in the said Project shall be made in the ratio of 50 : 50, i.e., Landlord's Allocation : Developer's Allocation :: 50 : 50.

2.2 THAT the Developer has on this day made over a payment of Rs.5,00,00,000.00 (Rupees Five Crores) only in favour of the Landlord, as interest free security deposit, the receipt of which is acknowledged by the Landlord by the execution of these presents.

*Bhawan Prasad Aggarwal*

SHREE DWARIKA IN FRA CON LLP

*Hareek Aggarwal*  
Partner

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2.3 THAT the security deposit of Rs.5,00,00,000.00 (Rupees Five Crores) only so received by the Landlord as per clause 2.2 shall be remitted back to the Developer by the Landlord from the sale proceeds/ booking advance received by the Landlord against the sale/ booking of the constructed area of the Landlord's Allocation.

### 3. PROJECT DEVELOPMENT

3.1 THAT the Developer shall develop the said Project on the Scheduled Land.

3.2 THAT the Developer shall commence the development and construction over the Scheduled Land upon acquiring all necessary plans, elevations, designs, drawings, specifications, approvals and permissions as may be required under the rules and guidelines of Siliguri Municipal Corporation and/or other Applicable Laws from the appropriate authority for the development of the said Project and if any violation as such is made, the Developer will be solely responsible.

3.3 THAT all the approvals which may be required for the development of the said Project shall be obtained by the Developer at its own costs and expense; provided however that the Landlord shall provide full cooperation to the Developer in obtaining such approvals.

3.4 THAT the Developer may undertake the development over the Scheduled Land either by itself or through any contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper.

*Bharan Prasad Agarwal*

SHREE DWARIKA INFRA CONSTRUCTION LLP

*Prateek Agarwal*  
Partner

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THAT the entire cost of development/construction of the said Project, including fees, taxes thereon or other payments (including statutory dues to workmen, employees, etc.) which may be payable to the architect, engineers, contractors, sub-contractors staff and workmen shall be borne by and paid for solely by the Developer.

3.5 THAT the Developer shall be free to develop the said Project in such manner as it may deem fit, but always in accordance with the applicable law. The Developer shall make best endeavours to ensure that quality standards are maintained while developing the Project.

3.6 THAT the Project shall be named as " Dwarika R N Agarwala Signature Complex ".

#### 4. POSSESSION AND RIGHT TO TRANSFER

4.1 THAT the Landlord has handed over the peaceful and vacant possession of the Scheduled Land to the Developer as on the date hereof.

The Developer may store the building materials as per requirement and employ a guard/chowkidar or any other staff or may take other security measures.

4.2 THAT the Landlord has, as on the date hereof, handed over the original title deeds of the Scheduled Land to the Developer.

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*Bhawan Prasad Aggarwal*

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SHREE DWARIKA INFRA CO  
*Prateek Aggarwal*  
Partner

4.3 THAT the Landlord has, as on the date hereof executed / shall execute power of attorney in favour of the Developer to do all acts and deeds necessary on his behalf for the development of the Scheduled Land, deal with the Scheduled Land in accordance with this Agreement and to give effect to this Agreement and shall ensure and execute such power of attorney to enable the Developer to carry out development and completion of the said Project and confer upon the Developer the right to sell or transfer the constructed area of the Developer's Allocation in the said project.

4.4 THAT the Landlord agrees and undertakes that he will execute and deliver such documents, deeds, no-objection certificates, authorizations and take such other actions that may be required for the Developer to market and sell the developed areas and as may be requested by the Developer to consummate more effectively the purposes or subject matter of this Indenture.

## 5. REPRESENTATIONS & WARRANTIES

5.1 THAT the Landlord hereby represents and warrants to the Developer that the Landlord:

(a) has a clear and marketable title to the Scheduled Land free from all or any encumbrances, charges, liens, lispendens, acquisition, requisitions, claims and demands and the Scheduled Land is capable of being developed into the said Project;

(b) shall provide all information as concerning any future acquisition of land which is capable of becoming part of the Scheduled Land in accordance with this Indenture;

*Sham Sundar Singh*

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SHREE DWARIKA INFRA CON LLP  
*Shree Dwarika*  
Partner

- (c) has acquired the Scheduled Land free of any attachment by any governmental authority or lender or creditor or other person, including any revenue authority;
- (d) has acquired the Scheduled Land free of it being a HUF property;
- (e) has acquired the Scheduled Land free of any litigation, acquisition proceedings under the Land Acquisition Act, or proceedings under any urban, agricultural or other land ceiling laws;
- (f) ensures that he shall have no objection or claim if the Developer consolidates adjacent land for development and expansion of the said Project;
- (g) shall at the instructions of the Developer execute all such documentation which may be necessary for the development of the Scheduled Land as envisaged by the Developer, including all and any documentation to be submitted with the government departments / bodies;
- (h) declares that the Developer shall have the absolute right to claim and utilize any monetary compensation or any other form of compensation in lieu of any acquisition of any portion of the Scheduled Land;
- (i) undertakes to indemnify and keep indemnified the Developer from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the Landlord's defect in the title to the Scheduled Land;
- (j) shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly in the event the title of the Landlord to the said land is found to be

*Bhawan Prasad Singh*

SHREE DWARIKA INFRA CON LLP  
*Prateek Agarwal*  
Partner

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(k) undertakes to signify his consent to the plans, elevations, designs, drawings, specifications, etc. as proposed by the Developer and to sign it and all other incidental and necessary papers for approval of the building plan;

(l) shall cooperate with the Developer to obtain the requisite statutory approvals, permissions, and licenses to commence the development and construction on the Scheduled Land;

(m) shall not (i) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Scheduled Land (or any part thereof); and (ii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Scheduled Land (or any part thereof);

(n) shall pay all taxes and dues including that of land revenue, relating to the period prior to the execution of these presents and provide all land documents with mutation papers and upto date khazana receipt to the Developer;

(o) shall make payments for the conversion of the character of the Scheduled Land; and

(p) shall not interfere in the development of the said Project and shall not exercise any recourse over the Scheduled Land.

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Bhumi Chand Singh

SURE DWARIKA INFRA A CON LLP  
Partner

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5.2 THAT the Developer hereby represents and warrants to the Landlord that the Developer:

- (a) shall get the plans, elevations, designs, architectural drawings (as per the sanctioned Floor-Area Ratio) and specifications approved from the appropriate authority at its own cost; submission of which is to be made within 180 (One Hundred Eighty) days from the date of execution of these presents, provided that an extension may be considered due to delay caused beyond the control of the Developer;
- (b) must deliver one true copy of the proposed building plan to the Landlord before the submission of the building plan to the concerned authority for its approval;
- (c) shall make khazna payments to the concerned authority for the period commencing from the date of execution of these presents, till completion of the said Project;
- (d) shall make timely payments to the Government Agencies;
- (e) shall get the said Project registered under the provisions of the proposed legislations on its effective commencement; and
- (f) shall complete the said Project within three years from the date of Approval of the Building Plan.

The Developer shall not be responsible for any failure to complete the said Project within the stipulated time, if the construction/development is prevented or delayed by an event of *force majeure*.

Bharan Anand Aggarwal

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SHREE DWARIKA INFRA CON LLP

Bharan Aggarwal

Partner

In an event of *force majeure*, the Developer must immediately notify the Landlord giving full particulars of the event of *force majeure* and the reasons for the event of *force majeure* preventing or delaying the construction/development. Upon completion of the event of *force majeure*, the Developer must as soon as reasonably practicable recommence construction/ development.

5.3 THAT the Landlord also represents and warrants to the Developer that no one other than the Developer shall be entitled to undertake the development and construction work on the Scheduled Land and the Landlord shall not grant or create any third party rights or interest in respect of development of the Scheduled Land from the date hereof.

5.4 THAT the Parties hereby represent and warrant to each other that:

(a) they have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Indenture and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Indenture and have duly executed and delivered this Indenture;

(b) neither the execution of this Indenture nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties; and

(c) all consents, approvals, permissions, authorizations or requirements required from any government authority or from any other persons for or in connection with the creation, execution, validity and performance of this Indenture have been obtained and are in full force and effect.

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*Bhawan Prasad Singh*

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SHREE DWARIKA INFRA CON LLP  
*Prateek Aggarwal*  
Partner

## 6. INDEMNITY

6.1 THAT each Party (a "Defaulting Party") shall keep indemnified and hold harmless the other Party (a "Non-defaulting Party") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Non-defaulting Party on account of:

- (a) any delay in completion of the development of the said Project over the Scheduled Land caused at the instance of or attributable to the Defaulting Party;
- (b) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Indenture; and/or
- (c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any obligations, representation and warranties made under this Indenture; and/or
- (d) on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever.

6.2 THAT without prejudice to the Developer's rights under Clause 6.1 above, in particular the Landlord shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of any defect in or want of title in relation to the Scheduled Land or any part thereof on the part of the Landlord.

*Prateek Dharma*

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SHREE DWARIKA INFRA CON LLP  
*Prateek Dharma*  
Partner

## 7. NOTICES

7.1 THAT any notice required or permitted to be given shall be addressed to the address as given by the parties in this Indenture.

7.2 THAT any notice required or permitted to be given shall be in writing and shall be effectively served :

- (i) if delivered personally, upon receipt by the other Party;
- (ii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.

7.3 THAT any Party hereto may change any particulars of his/its address for notice, by notice to the other in the manner as aforesaid.

## 8. CONFIDENTIALITY

THAT this Indenture, its existence and all information exchanged between the Parties under this Indenture shall not be disclosed to any person by the Landlord. The Landlord shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;
- (b) is disclosed with the consent of the Party who supplied the information;

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*Bhawanil Prasad Aggarwal*

SHREE DWARIKA INFRA CON LLP

*Rateek Aggarwal*  
Partner

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- (c) is, at the date this Indenture is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

## 9. GOVERNING LAW AND JURISDICTION

9.1 THAT this Indenture shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Clause 10 below, the Siliguri Court shall have the territorial jurisdiction over the subject matter of this Indenture.

9.2 THAT if the First Party fails to execute any documents as required by the Second Party, then the Second Party shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the First Party to the Second Party and the same shall be applicable and binding upon the parties vice-versa.

## 10. DISPUTE RESOLUTION

THAT in the event any dispute or difference arises out of or in connection with the interpretation or implementation of this Indenture, or out of or in connection with the breach, or alleged breach of this Indenture, such dispute shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of arbitrators, to be mutually appointed by the Parties. The arbitration shall be held at Siliguri in the manner as stated hereinafter.

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*Phanum Prasad Dyanwal*

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SHREE DWARIKA INFRA CON LLP  
*Prateek Dyanwal*  
Partner

- (a) All proceedings in any such arbitration shall be conducted in English;
- (b) The arbitration award made by the arbitrators shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly; and
- (c) The award shall be in writing.

## 11. MISCELLANEOUS

11.1 *No Partnership*: Nothing contained in this Indenture shall constitute or be deemed to constitute a partnership between the Parties or as a joint venture/ Association of persons in any manner, and no Party shall hold himself / itself out as an agent for the other Party, except with the express prior written consent of the other Party.

11.2 *Independent Rights*: Each of the rights of the Parties hereto under this Indenture are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Indenture or otherwise.

11.3 *Assignment*: No rights or liabilities under this Indenture shall be assigned by any of the Parties hereto. Notwithstanding anything contained to the contrary, the Developer however shall have the right to assign any of its rights and/or liabilities arising from this Indenture to any third party.

For the purposes of this Clause, it is clarified that such an assignment shall not require any consent from the Landlord and the Landlord shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Joint Developer for giving effect to such an assignment.

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*Sharan Prasad Aggarwal*

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SHREE DWARIKA INFRA CON LLP  
*Prateek Aggarwal*  
Partner

11.4 *Waiver*: No waiver of any breach of any provision of this Indenture shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.5 *Severability*: If any provision of this Indenture is invalid, unenforceable or prohibited by law, this Indenture shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Indenture shall be valid, binding and of like effect as though such provision was not included herein.

11.6 *Hindrance-free movement*: The articles of display or otherwise shall not be kept by the either party in any place of common use in the Project so as to cause hindrance in any manner in the free movement of users of places of common use in the Project.

11.7 *Death of Landlord*: In case of death of the First Party, his successors / heirs will remain bound to execute the Sale Deed / any other instrument of transfer in favour of prospective buyers / transferees to be selected by the Developer and also remain bound to execute an irrevocable Power of Attorney authorizing the same power in favour of the Developer. The successors / heirs of the First Party shall remain bound by the terms and conditions of this Indenture.

11.8 *Supersession*: Except as otherwise agreed between the Parties, this Indenture constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

11.9 *Government Approval*: All the obligations of the Developer under this Indenture are subject to Applicable Laws and receipt of approvals from the Government Authorities, if so required under any Applicable Law.

Bhawan Prasad

Ajmal

: 20 :

SHREE DWARIKA INFRA C

OW LLP

Prateek Daga

Partner

11.10 *Transfer of Property Act*: Nothing contained in this Indenture shall be deemed to be an agreement of sale under Section 53-A of the Transfer of Property Act. Further the Parties agree and acknowledges that nothing in this Indenture shall be deemed to be a conveyance or sale or transfer of any right, title or interest of the Scheduled Land from the Landlord to the Developer save and except as otherwise provided in this Indenture. The title in the Scheduled Land shall continue to be with the Landlord and the same shall vest in the name of the Landlord, till such time the same is transferred in accordance with this Indenture.

11.11 *Specific Performance*: This Indenture shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

11.12 *Counterparts*: This Indenture or any amendments thereto may be executed in several counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

11.13 *Costs*: The Developer shall bear the costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of this Indenture. The stamp duty and any registration charges payable in connection with this Indenture shall be borne by the Developer herein.

11.14 *Tax Liabilities*: The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax and/or any other taxes that may arise due to the development of the Project shall be borne by the parties in proportion to their share in the said Project.

That the Goods and Services Tax (GST) to be imposed on the sale of the constructed area of the said Project shall be paid by the intending Purchaser/s of the constructed area to the Developer and the Developer may further pay the same in favour of the Government.

G:

*Shanmugam Prasad*

: 21 :

SHREE DWARIKA INFRA CON LLP  
*Rakesh Dgo*  
Partner

That if the Landlord retains his allocated area then in that event, he shall be liable to pay the Goods and Services Tax (GST) applicable on the retained allocated area to Developer and the Developer may further pay the same in favour of the Government.

### SCHEDULE

All that piece or parcel of land measuring 0.5374 Acres, situated within Mouza - Siliguri, J.L. No.110 (88), Pargana - Baikunthapur, P.O. - Siliguri Bazar, P.S., Sub-Div. and A.D.S.R.O. - Siliguri, Ward No.V of Siliguri Municipal Corporation, in the District of Darjeeling.

R.S. PLOT NO.	R.S. KHATIAN NO.	AREA OF LAND
2143	180/1	0.1343 Acres
2160	1140/1	0.066 Acres
2161	1141	0.3371 Acres
TOTAL :		0.5374 Acres

The said land is bounded and butted as follows:-

- North : Land of R.S. Plot Nos. 2160 & 2143;  
South : Common Road;  
East : 100 Feet wide Burdwan Road;  
West : Land of R.S. Plot No. 2160 & drain.

G.

: 22 :

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS INDENTURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES :

1.

Sangny Agarwal  
S/o. B.P. AGARWAL  
13, NETAJI ROAD  
DARJEELING (WB)  
P.C. 734101  
P.S./P.O - DARJEELING

The contents of this document have been gone through and understood by the parties hereto.

  
(FIRST PARTY / LANDLORD)

2.

Gantam Agarwal  
S/O LT Ramdhari Agarwal  
Seth Swilal Market  
P.O & P.S - Siliguri  
Dist:- Darjeeling

SHREE DWARIKA INFRA CON LLP  
Prateek Agarwal  
Partner

(SECOND PARTY / DEVELOPER)

Drafted as per the instruction of the parties in the Office of Kamal Kumar Kedia & Associates, Siliguri.

Read over and explained by me.













Rahul Kedia  
Advocate, Siliguri.  
E.No. F/1379/1449/2017.





*Bhawani Prasad Agarwala*

**FINGER PRINTS OF SRI BHAWANI PRASAD AGARWALA ( FIRST PARTY / LANDLORD )**

	<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
<b>LEFT HAND</b>					
<b>RIGHT HAND</b>					








*Bhawani Prasad Agarwala*  
**SIGNATURE**



Prateek Agarwal.

**FINGER PRINTS OF SRI PRATEEK AGARWAL**

**PARTNER OF SHREE DWARIKA INFRACON LLP (SECOND PARTY / DEVELOPER)**

	<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
<b>LEFT HAND</b>					
<b>RIGHT HAND</b>					

Prateek Agarwal.

**SIGNATURE**



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
FORM-1564  
Miscellaneous Receipt

Visit Commission Case No / Year	0402000352/2020	Date of Application	21/12/2020
Query No / Year	04022001717377/2020		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Shri Kamal Kumar Kedia And Associates		
Stampduty Payable	Rs.75,020/-		
Registration Fees Payable	Rs.21/-		
Applicant Name of the Visit Commission	Mr B Bose		
Applicant Address	siliguri		
Place of Commission	13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O:- Darjeeling, P.S:- Darjeeling, District:-Darjeeling, West Bengal, India, PIN - 734101		
Expected Date and Time of Commission	21/12/2020 7:00 PM		
Fee Details	J1: 250/-, J2: 400/-, PTA-J(2): 0/-, Total Fees Paid: 650/-		
Remarks			



Government of West Bengal

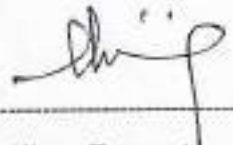
Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

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

Signature / LTI Sheet of Query No/Year 04022001717377/2020

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	Shri BHAWANI PRASAD AGARWALA 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O:- Darjeeling, P.S:- Darjeeling, District:- Darjeeling, West Bengal, India, PIN - 734101	Land Lord			<i>Bhawani Prasad Agarwala</i>
2	Shri PRATEEK AGARWAL Mahabirathan, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005	Representative of Developer [SHREE DWARIKA INFRACON LLP ]			<i>SHREE DWARIKA INFRA CON LLP Prateek Agarwal</i> Partner
Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Shri SANJAY AGARWAL Son of Shri Bhawani Prasad Agarwala 13, Nehru Road, Chowrasta Ward No.30, Darjeeling, P.O:- Darjeeling, P.S:- Darjeeling, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734101	Shri BHAWANI PRASAD AGARWALA, Shri PRATEEK AGARWAL			<i>Sanjay Agarwal</i>




(Jivan Tamang)

ADDITIONAL DISTRICT  
SUB-REGISTRAR

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

Darjeeling, West Bengal

  
**ELECTION COMMISSION OF INDIA**  
 भारतको निर्वाचन आयोग

**IDENTITY CARD**  
 पहचान पत्र

WB/04/023/35/001




Elector's Name : Agarwal V.P.  
 मतदाताको नाम : अग्रवाल वी.पी.

Father/Mother/  
 Husband's Name : B.N.  
 पिता/माता/पतिको नाम : अर.एन.  
 Sex : Male  
 लिंग : पु.  
 Age as on 1.1.95 : 59  
 १.१.९५ मा उमेर : ५९

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

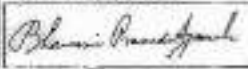
**ACTPA5548A**

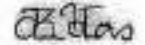


नाम /NAME  
**BHAWANI PRASAD AGARWALA**

पिता का नाम /FATHER'S NAME  
**RAMNATH AGARWALA**

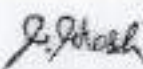
जन्म तिथि /DATE OF BIRTH  
**31-10-1935**

हस्ताक्षर /SIGNATURE  


  
 जयपुर जसु, १.१.९६  
 COMMISSIONER OF INCOME-TAX, W.B. - XI

*Bhawani Prasad Agarwala*

Address  
**H.D.Lama/Kharsan Road/Nehru Road**  
**Darjeeling**  
**Darjeeling**  
 देखावट  
 एन.डी.लामा/खार्सन रोड/नेहरु रोड  
 दार्जीलिंग  
 दार्जीलिंग



Electoral Registration Officer  
 मतदाता पंजीकरण अधिकारी  
 For Darjeeling Assembly Constituency  
 दार्जीलिंग विधानसभा निर्वाचन क्षेत्र

Place : Darjeeling  
 स्थान : दार्जीलिंग  
 Date : 7.4.95  
 तिथि : ७.४.९५

इस कार्ड के छोड़ / बिना जाने पर कृप्य जारी करने  
 वाले अधिकारी को सूचित / वापस कर दें  
 संयुक्त आयकर अगुवा(पढ़ाई एवं तकनीकी),  
 पी-7,  
 पीरिपी रस्ताघर,  
 कोलकाता - 700 069.

In case this card is lost/found, kindly inform/return to  
 the issuing authority :  
 Joint Commissioner of Income-tax(Systems & Technical),  
 P-7,  
 Chowringhee Square,  
 Calcutta- 700 069.

*Bhawani Prasad Agarwala*



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार  
Unique Identification Authority of India  
Government of India

नामांकन क्रम / Enrollment No. : 1215/91284/51282

To  
श्यामी प्रसाद अग्रवाल  
Bhawani Prasad Agarwal  
S/O: Late Ram Nath Agarwal  
13 NEHRU ROAD  
CHOWPASTA WARD NO 30  
Darjeeling  
Darjeeling  
Darjeeling Purbar Darjeeling  
West Bengal 734101  
9434048878

171012014  
108779838



ML097798387FT



आपका आधार क्रमांक / Your Aadhaar No. :

**7764 8776 6344**

आधार - आम आदमी का अधिकार



भारत सरकार  
Government of India



श्यामी प्रसाद अग्रवाल  
Bhawani Prasad Agarwal  
जन्म तिथि / DOB : 31/08/1935  
पुरुष / Male



**7764 8776 6344**

आधार - आम आदमी का अधिकार

*Bhawani Prasad Agarwal*



SHREE DWARIKA INFRA CON LLP  
*Shateek Agarwal*  
Partner



आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT OF INDIA

PRATEEK AGARWAL

DFFPAK KUMAR AGARWAL

14/02/1996

Permanent Account No. (PAN)  
BUQPA6743P

*Prateek Agarwal*

Signature



*Prateek Agarwal*

ভারত সরকার  
 Government of India



প্রতীক আগরওয়াল  
 Prateek Agarwal  
 পিতা : দীপক কুমার আগরওয়াল  
 Father: Deepak Kumar Agarwal  
 তারিখ/DOB: 14/02/1998  
 লিঙ্গ/ GENDER: MALE



2410 2173 1881

আমার আধার, আমার পরিচয়

*Prateek Agarwal*

ভারত সরকার  
 Government of India

আধার  
 Aadhaar

সিগুরি মহাবীরস্থান  
 Siguri Mahabirasthan

ঠিকানা: মহাবীরস্থান, সিগুরি টাউন,  
 দিলিগুড়ি, পশ্চিমবঙ্গ রাজ্য, ভারত, পিন  
 নং, 734005

Address: MAHABIRSTHAN, SIGURI  
 TOWN, SIGURI, Siguri Block,  
 Darjeeling, West Bengal, 734005



2410 2173 1881

181      helpline.gov.in      www.uidai.gov.in



भारत सरकार  
GOVERNMENT OF INDIA



संजय अग्रवाल  
Sanjay Agarwal  
जन्म तिथि/ DOB: 03/09/1985  
पुरुष / MALE



7145 9657 3391

आधार-आम आदमी का अधिकार



भारतीय पहिचान निकाय प्राधिकरण  
INDIAN IDENTIFICATION AUTHORITY OF INDIA

पता:

S/O: श्री.पी.अग्रवाल, 13  
एनईएचआरयू रोड,  
चीरास्ता, दार्जीलिंग,  
दार्जीलिंग,  
पश्चिमबंग - 734101

Address:

S/O: B.P. Agarwal, 13 NEHRU  
ROAD, CHOWRASTA, Darjeeling,  
Darjeeling,  
West Bengal - 734101

7145 9657 3391

Aadhaar-Aam Admi ka Adhikar

*Sanjay Agarwal*

### Major Information of the Deed

Deed No :	I-0402-02163/2020	Date of Registration	23/12/2020
Query No / Year	0402-2001717377/2020	Office where deed is registered	
Query Date	18/12/2020 11:07:27 AM	0402-2001717377/2020	
			
<b>Applicant Name, Address &amp; Other Details</b>	Kamal Kumar Kedia And Associates S.F. Road, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 7679451020, Status : Solicitor firm		
<b>Transaction</b>		<b>Additional Transaction</b>	
[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 : 5,00,00,000/-]	
<b>Set Forth value</b>		<b>Market Value</b>	
		Rs. 28,40,40,303/-	
<b>Stampduty Paid(SD)</b>		<b>Registration Fee Paid</b>	
Rs. 75,021/- (Article:48(g))		Rs. 5,00,021/- (Article:E, E, E, B)	
<b>Remarks</b>	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: BURDWAN ROAD, Road Zone : (Jhankar More -- Jalpai More) , Mouza: Siliguri, , Ward No: 5 JI No: 88, Pin Code : 734005

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2143	RS-180/1	Commercial use	Bastu	0.1343 Acre		7,09,83,648/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	RS-2160	RS-1140/1	Commercial use	Bastu	0.066 Acre		3,48,83,997/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	RS-2161	RS-1141	Commercial use	Bastu	0.3371 Acre		17,81,72,658/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
<b>TOTAL :</b>					<b>53.74Dec</b>	<b>0 /-</b>	<b>2840,40,303 /-</b>	
<b>Grand Total :</b>					<b>53.74Dec</b>	<b>0 /-</b>	<b>2840,40,303 /-</b>	

**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>Shri BHAWANI PRASAD AGARWALA (Presentant )</b>            Son of Late Ramnath Agarwala 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O:- Darjeeling, P.S:- Darjeeling, District:-Darjeeling, West Bengal, India, PIN - 734101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx8A, Aadhaar No: 77xxxxxxxx6344, Status :Individual, Executed by: Self, Date of Execution: 22/12/2020            , Admitted by: Self, Date of Admission: 22/12/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/12/2020            , Admitted by: Self, Date of Admission: 22/12/2020 ,Place : Pvt. Residence</p>

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>SHREE DWARIKA INFRACON LLP</b>            HDFC Bank, S.F. Road, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No.:: AExxxxxx5H,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>Shri PRATEEK AGARWAL</b>            Son of Shri Deepak Kumar Agarwal Mahabirasthan, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 24xxxxxxxx1881 Status : Representative, Representative of : SHREE DWARIKA INFRACON LLP (as Partner)</p>

**Identifier Details :**

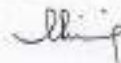
Name	Photo	Finger Print	Signature
<p><b>Shri SANJAY AGARWAL</b>            Son of Shri Bhawani Prasad Agarwala            13, Nehru Road, Chowrasta Ward No.30,            Darjeeling, P.O:- Darjeeling, P.S:-            Darjeeling, Siliguri Mc, District:-Darjeeling,            West Bengal, India, PIN - 734101</p>			
Identifier Of Shri BHAWANI PRASAD AGARWALA, Shri PRATEEK AGARWAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri BHAWANI PRASAD AGARWALA	SHREE DWARIKA INFRACON LLP-13.43 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri BHAWANI PRASAD AGARWALA	SHREE DWARIKA INFRACON LLP-6.6 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri BHAWANI PRASAD AGARWALA	SHREE DWARIKA INFRACON LLP-33.71 Dec

On 21-12-2020

**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 28,40,40,303/-



Jiwan Tamang  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
Darjeeling, West Bengal

On 22-12-2020

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

Presented for registration at 19:00 hrs on 22-12-2020, at the Private residence by Shri BHAWANI PRASAD AGARWALA, Executant.

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

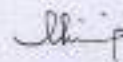
Execution is admitted on 22/12/2020 by Shri BHAWANI PRASAD AGARWALA, Son of Late Ramnath Agarwala, 13, Nehru Road, Chowrasta, Ward No.30, Darjeeling, P.O: Darjeeling, Thana: Darjeeling, Darjeeling, WEST BENGAL, India, PIN - 734101, by caste Hindu, by Profession Business

Identified by Shri SANJAY AGARWAL, , Son of Shri Bhawani Prasad Agarwala, 13, Nehru Road, Chowrasta Ward No.30, Darjeeling, P.O: Darjeeling, Thana: Darjeeling, City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734101, by caste Hindu, by profession Others

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

Execution is admitted on 22-12-2020 by Shri PRATEEK AGARWAL, Partner, SHREE DWARIKA INFRACON LLP (LLP), HDFC Bank, S.F. Road, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005

Identified by Shri SANJAY AGARWAL, , Son of Shri Bhawani Prasad Agarwala, 13, Nehru Road, Chowrasta Ward No.30, Darjeeling, P.O: Darjeeling, Thana: Darjeeling, City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734101, by caste Hindu, by profession Others



Jiwan Tamang  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
Darjeeling, West Bengal

On 23-12-2020

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

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

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,00,021/- ( B = Rs 5,00,000/- .E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 19/12/2020 5:07AM with Govt. Ref. No: 192020210174051121 on 19-12-2020, Amount Rs: 21/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 269261217 on 19-12-2020, Head of Account 0030-03-104-001-16  
Online on 23/12/2020 1:13AM with Govt. Ref. No: 192020210177797281 on 23-12-2020, Amount Rs: 5,00,000/-, Bank: Union Bank of India ( UBIN0530166), Ref. No. 501012976 on 23-12-2020, Head of Account 0030-03-104-001-16

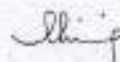
### Payment of Stamp Duty

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 20477, Amount: Rs.5,000/-, Date of Purchase: 18/12/2020, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 19/12/2020 5:07AM with Govt. Ref. No: 192020210174051121 on 19-12-2020, Amount Rs: 70,020/-, Bank:  
Punjab National Bank ( PUNB0010000), Ref. No. 269261217 on 19-12-2020, Head of Account 0030-02-103-003-02  
Online on 23/12/2020 1:13AM with Govt. Ref. No: 192020210177797281 on 23-12-2020, Amount Rs: 1/-, Bank:  
Union Bank of India ( UBIN0530166), Ref. No. 501012976 on 23-12-2020, Head of Account 0030-02-103-003-02



**Jiwan Tamang**  
**ADDITIONAL DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE A.D.S.R. SILIGURI**  
**Darjeeling, West Bengal**



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2020, Page from 97267 to 97307  
being No 040202163 for the year 2020.



Digitally signed by JIWAN TAMANG  
Date: 2020.12.31 11:23:18 +05:30  
Reason: Digital Signing of Deed.

(Jiwan Tamang) 2020/12/31 11:23:18 AM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
West Bengal.

(This document is digitally signed.)