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 19/02/2020
 30.02.2020
 08:00 P.M.

WEST BENGAL
 For North & West Bengal
 P. Pradeep Kumar, Director

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For MERRYVIEW DEVELOPERS
 [Signature]

visit Commission Case No. 294/20

DEVELOPMENT AGREEMENT

pleen

Certified that the Document is admitted for Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document



[Signature]
 Adol. District Sub-Registrar
 Bhubaneswar, Jajpur

03 MAR 2020

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For MERRYVIEW DEVELOPERS

[Signature]

For North Valley Ispat Udyog Pvt. Ltd.
Pradeep K. Agarwal
Director

For MERRYVIEW DEVELOPERS

DEVELOPMENT AGREEMENT

THIS INDENTURE MADE ON THIS THE
18th DAY OF February 2019

BETWEEN

"NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED", (P. A. No. AABCN0449E), a private limited company incorporated under companies Act, 1956, having its registered Office at 4th Mile, Sevoke Road, Siliguri, S. M. C Ward No. 42, P.O-Salugara, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin-734008, in the State of West Bengal, represented by one of its Director SRI PRADEEP KUMAR AGARWALA S/O Late Madan Lal Agarwala, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Nehru Road, Khalpara, Siliguri, P.O-Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling, Pin-734005, in the State of West Bengal, herein after called the "FIRST PARTY/OWNERS" (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its Directors, administrators, Office representatives, and/or assigns) of the ONE PART.

AND

"MERRYVIEW DEVELOPERS", (P. A. No. ABMFM5195P), a Partnership Firm, having its Registered Office at RK Chambers #3A, 3rd Floor, Dwarika Tower, Burdwan Road, Siliguri-734001, P.O-Siliguri Bazar, P.S-Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its partner SRI VISESH ZINDAL (P. A. No. AAHPZ56603) S/O Sri Raj Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at C-3, Block-1, Isckon Mandir Road, Sevoke Road, Siliguri-734001, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal, herein after called the "SECONDPARTY/DEVELOPER/PROMOTER" (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its legal heirs, administrators, legal representatives, and/or assigns) of the OTHER PART.

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For MERRYVIEW DEVELOPERS

Partner

For North Valley Ispat Udyog Pvt. Ltd.
Pradeep Kr. Singhania
Director

For MERRYVIEW DEVELOPERS



NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:

I)

WHEREAS the First Party is the absolute owner of all that piece or parcel of land measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals, appertaining to R. S. Plot No. 95, recorded in R. S. Khatian No. 2/1, under R. S. Sheet No. 6, J. L. No 2, situated at Mouza-Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, within S. M. C Ward No. 43, Dist-Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. 1, being Document No.2121, for the year 2005, registered at D.S.R, Jalpaiguri, executed by Hasan Ansari S/O Late Abdul Rajjak Ansari of Gandhi Nagar, Siliguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS by virtue of aforesaid Deed of Conveyance the First Party(Land Owner) become the sole absolute owner of the aforesaid land total measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals, having permanent heritable & transferable right, title & interest therein.

WHEREAS:

A. For the purpose of an integrated development of the aforesaid land, the land owners/ First Party approached Second Party(Developer) to develop the said plot of land total measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals and for that purpose approached the developer firm herein to develop the said premises by constructing a multistoried building thereon to which the developer firm has agreed on the terms and conditions stated hereunder.

B. The owners/ First Party hereby declare that the said premises are free from all encumbrances' charges, liens, lispendences, and attachments or trust whatsoever or however created.

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For MERRYVIEW DEVELOPERS



For North Valley Ispat Major Pvt. Ltd.
Practising W. Bengal
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For MERRYVIEW DEVELOPERS
Partner

C. All costs, charges and expenses in connection with preparation of the plan for construction of the building at the said premises and getting the same approved and/ or sanctioned by the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority, and for completing the construction of building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the developer.

D. Owner/First Party have agreed to grant an exclusive right of development of the said premises in favour of the developer for the construction and on the terms and conditions stated hereinafter. The developer shall be at liberty to appoint any contractor/s, if required for the development of the said premises. And the developer shall have also liberty to include any partner or financier on his part before or during the continuation of this project and if for the said purpose if any addition is required in this agreement or a fresh agreement is required to be executed in this respect without harming any interest of the owners part then the owners shall comply with it.

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

ARTICLES 1 – DEFINITIONS

In this agreement, unless otherwise specifically mentioned: Owners shall mean the said firm namely **"NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED"** the said firm not only as owners but also as having whatsoever right, title or interest that he/she/they may have had or has as executor, Legatee, trustee, Beneficiary or otherwise in respect of the said premises described in the first schedule hereunder written and also its legal representatives, executors and assigns.

1.1 Premises shall mean all that the entirety of the said land more fully and particularly described in the first schedule hereunder written.

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For MERRYVIEW DEVELOPERS

Partner

For North Valley Estate Udyog Pvt. Ltd.
Pradeep K. Aggarwal,
Director

For MERRYVIEW DEVELOPERS


1.2 Building shall mean the building to be constructed at the said premises under the rules and regulations of the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation /Any other local Authority.

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

1.4 Architect shall mean any person or other association of persons, whether incorporated or not, whom the developer may appoint from time to time as the architect of the building to be constructed at the said premises.

1.5 Plan shall mean the plan or plans, elevation, design's drawings and specification of the buildings as shall be sanctioned by the Siliguri Municipal Corporation including revised plan, modification or variation thereof which may be made from time to time.

1.6 Saleable area shall mean the spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required there for.

1.7 Owners' allocation shall be:

(a). The Land Owners(First Party) allocation shall be only 22.5% of the total constructed area i.e. Flats & Parking's in the building constructed upon the said land measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals.

1.8 Developer' allocation shall be:

(b). The Developer(Second Party) allocation shall be only 77.5% of the total constructed area i.e. Flats & Parking's in the building constructed upon the said land measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals.



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For MERRYVIEW DEVELOPERS

Partner

Gold Valley Invest Mgmt Pvt. Lt
Redevelop Agrarub
Chicago

For MERRYVIEW DEVELOPERS

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 the said premises, more fully and particularly described in the first schedule hereunder written.

3.2 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owners or any of the person/s claiming under him/her.

3.3 In case of any capital gains arising out of the said land, the liability of such capital gains shall be held by the First Party.

3.4 The said premises is free from all encumbrances, lien, lispendences, attachment, trust, acquisition and requisition whatsoever or howsoever.

ARTICLES IV - DEVELOPER'S RIGHTS

4.1 The owners do hereby grant, subject to the provision contained herein, exclusive right to the developer to build upon and to commercially exploit the said premises and constructing the multistoried building at the said premises in accordance with the plan to be sanctioned by the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority.

All applications, plans 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 his own cost and shall be signed by the owners and/or the developer and submitted by the developer at the developer's own cost and expenses for sanction. However the owners shall give their full co-operation by their signature and also by their presence if so required at anytime during the project. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Siliguri Municipal Corporation and other authorities shall be borne and made by the developer, provided however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

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For MERRYVIEW DEVELOPERS

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Partic

For North Valley Ispat Udyog Pvt. Ltd.

Pradeep Kumar Singh
Director

For MERRYVIEW DEVELOPERS

Partner

4.2 The developer/ second party shall have right to purchase and also shall enter into the any agreement/joint venture agreement/ or any other agreement of the same for any piece & parcel of land adjacent to this land premises with any intimation/notice to the First Party, they are authorized to construct the Building as per the plan to be approved by concerned authority in the entire land premises.

4.3 The developer/ second party shall be arrange to sale the total constructed area of the said building including the shares of land owner shares to the intending purchasers & Developer Shall paid the consideration money to the land owner as per his share.

4.4 The developer/ second party shall have right to collect the GST from the intending purchasers & pay the GST directly the developer/second party & the land owner is not responsible for the same.

ARTICLES – V CONSIDERATION

5.1 In consideration of the owner's allowing the developer to develop the said premises, the developer shall allocate The Developer(Second Party) allocation shall be 77.5% of the total constructed area in the building constructed upon the said land measuring 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals.

ARTICLE VI –PROCEDURE

6.1 The owners shall grant a power of attorney in favour of the developer i.e. **"MERRYVIEW DEVELOPERS"**, (P. A. No. ABMFM5195P), a Partnership Firm, having its Registered Office at RK Chambers #3A, 3rd Floor, Dwarika Tower, Burdwan Road, Siliguri-734001, P.O-Siliguri Bazar, P.S-Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its partner **SRI VISESH ZINDAL** (P. A. No. AAHPZ5660J) S/O Sri Raj Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at C-3, Block-1, Isckon Mandir Road, Sevoke Road, Siliguri-734001, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal, for obtaining necessary permission and/or sanctions from different authorities such as SMC, SJDA

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For MERRYVIEW DEVELOPERS

Partner

And Valley Regal LLC, Reg Pvt. Ltd.

Pradip Kumar Aggarwal
Director

For MERRYVIEW DEVELOPER:



and all other Government and Semi government departments and authorities for Building Plan, LUCC, Aviation, Pollution, Traffic in Siliguri Municipal Corporation in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally or till the validity of this agreement.

6.2 That as soon as the said agreement is executed, the owners shall provide vacant land within the (30) thirty days from the date of execution of said instrument for the Developer to start Development/construction in the land. It is hereby clarified that the Owners shall grant a right to develop the land in favour of the Developer by virtue of this agreement, the legal and beneficial possession of the land shall remain with the Owners which the Owners shall deliver to the Developer and/or its prospective customers to the extent of Developer's Allocation after completion of the proposed building & no possession right is delivered to the developer by the owners by virtue of this agreement.

6.3 That the Developer shall complete the construction of the proposed building and handover all the agreed premises to the Owners as falling under Owner's Allocation within a period of next 36 month from the day of sanctioning of the Building plan from the concerned authority, until and unless there is any problem beyond the control of the developer.

ARTICLE VII- SALE SPECIFICATION

7.1 The area falling under "Developers Allocation" shall go to the share of the developer in consideration of its having constructed the said building at the said premises at his own costs and expenses. The allocation as aforesaid is made with mutual consent.

7.2 3% brokerage may be charged on the property being sold by any outside broker.

7.3 Subject as aforesaid, the common portion of the said new building and open space shall belong to the owners and developer in proportion to their allocated area in the proposed building as aforesaid.

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For MERRYVIEW DEVELOPER:


Partner

Merry Valley Legal Ujjog Pvt. Ltd.
for & on behalf of Agamwale
Director

FOR MERRYVIEW DEVELOPERS


ARTICLE VII- BUILDING

8.1 The developer shall at its own costs, construct and complete the new building consisting with flats & parking's at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the architects and as set out in the second schedule hereunder written.

8.2 Subject as aforesaid, the decision of developer regarding the quality of the materials and the specification as stated in the second schedule hereunder shall be final and binding upon the parties hereto.

8.3 the developer shall install and erect in the said building, at its own cost water storage tanks and other facilities as are required to be provided in a multi-storied building in Siliguri having self-contained units and constructed for sale of construed areas therein on ownership basis and as mutually agreed to.


ARTICLE IX - COMMON FACILITIES

9.1 As soon as the new building is completed, the developer shall give notice to the flat Owners requiring the Owners to take possession of the flat Owners allocation in the building and after 15(fifteen) days from the date of service of such notice and at all times thereafter the flat Owners shall be exclusively responsible for payment of all municipal and property taxes rates duties dues and other public outgoings 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 flat Owner's Allocation payable in respect of the said flat Owners Allocation the said rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.

9.2 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the developers and both the parties shall keep each other indemnified against all claims ,actions ,demands ,costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or pay by either of them as the case may be consequent upon a default by the Owners or the developer in this behalf.



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For MERRYVIEW DEVELOPERS

Partner

For North Valley Isop: Udyog Pvt. Ltd.
Pradeep K. Agarwal
Director 10

For MERRYVIEW DEVELOPERS.


9.3 The owners shall not do any act deed or thing where by the developer shall be prevented from construction and completion of the said new building at the said premises.

9.4 That the common electric infrastructure expenses for obtaining common and individual electric connection in proposed commercial building shall be incurred/borne by the owner/occupier of the respective flats/units of the building in proportionate manner/share.

9.5 The Owner and the Developer can jointly sell the property and keep the share as per the allocation after paying all the taxes.

ARTICLE X- COMMON RESTRICTIONS

10.1 The Owners Allocation in the said building at the said premises shall be subject to the same restriction of transfer and use as are application to the Developer, Allocation in the new building intended for the common benefits of all occupiers of the new building intended for the common benefits of all occupiers of the new building which shall include the following.

10.2 The owners' Allocation shall not use or permit to use Owner' Allocation/Developer's Allocation in the said building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the occupier of the building.

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

10.4 Both the parties shall abide by all laws, by-rules and regulations of the Government, Local Bodies and other statutory bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any said laws, by-laws, by-rules and regulation and/or procedures.

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For MERRYVIEW DEVELOPERS

Partner

Naval Valley East Udyog Pvt. Ltd.
Pradeep kr Agarwal
Director

For MERRYVIEW DEVELOPERS
Partner

10.5 The respective allottees shall keep the interior and walls, drains, pipes and other fitting and fixtures and appurtenances and floors and ceilings in each of their respective allocation in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep the other occupiers of the new building properly and effectively indemnified from and against the consequences of any breach.

10.6 The parties hereto shall not do or cause or permit to be done act or thing which may render void or violable any insurance of the new building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from against the consequence of any breach.

10.7 Neither party shall throw or accumulated any dirt, rubbish, waste or refuse or permit the same to thrown or accumulated in or about the said building in the compounds, corridors or any other portion or portions of the said building.

10.8 The prospective buyers may take loan from the bank or any financial institution for the purchase of the premises which is constructed on the below mentioned schedule land.

ARTICLE XI- OWNERS' OBLIGATION:

11.1 The Owners hereby agree and convent with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.

11.2 The Land Owners covenant with the Developer that at the time of Development Works, if any dispute arise in the land of owners as described in the schedule below, then the Land Owners shall clear said disputes from their own funds.

11.3 The Owners hereby agree and convent 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 said building.

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For MERRYVIEW DEVELOPERS
Partner

Pradeep M. Agrawal
12/11/2020

For MERRYVIEW DEVELOPER


11.4 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. However, the Owner shall always have the right to enter into agreement for sale/transfer in respect of the Owner's Allocation with the consent of the Developer during the period of the construction work and fulfillment of all the obligations under this agreement and/or any further agreement, the Owner shall be entitled to deal with or dispose of the portion of Owners' Allocation.

ARTICLE XII- DEVELOPER'S OBLIGATION

12.0 The Developer hereby agrees and covenants with the Owner to complete the construction of the new building at the said premises in terms of the sanctioned plan within a period of 36(Thirty Six) months from the Owners for the purpose of development after obtaining the sanctioned plan from the Siliguri Municipal Corporation Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

12.1 The Developer shall complete the said projects within 36(Thirty Six) months from the date of obtaining the sanctioned plan from the Siliguri Municipal Corporation.

12.2 If any dispute arises in the land, the owners shall settle the disputes at their expenses. The Developer shall not be liable for any types of disputes on the land.

ARTICLE XIII- OWNER'S INDEMNITY

13.1 The owners hereby undertake that the developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.-

13.2 The Owners hereby undertake to keep the Developer indemnified against all third party claim and action against the said premises in respect of the Owners Allocation and Developer's Allocation at the said premises.

Pradeep

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For MERRYVIEW DEVELOPER

Partner

Participate in the same

For MERRYVIEW DEVELOPERS

13.3 That in case, if any situation desire, the legal heirs shall also be bound by the terms & conditions of this agreement, if needed they shall also participate in the execution of deeds/sale deeds/Power attorney/instruments of transfer.

13.4 That the second party shall be entitled to enter in to any separate agreement/deeds with any other land's owners.

13.5 In case of death of any of the Landlords, then in that event, their respective successors/heirs will remain bound by this Development Agreement as well as to execute the Sale Deeds in favour of prospective buyers to be selected by the Developer and also remain bound to execute a Power of Attorney authorizing the same power in favour of the Developer.

ARTICLE XIV- DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and action 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 at the said premises.

14.2 The Developer hereby undertakes to keep the Owners indemnified against all action, suit, costs, proceedings and claims that may arise out of the Developer/s actions with regard to the development of the said premises.

POWER OF ATTORNEY

1. The owners shall grant a power of attorney in favour of the developer for obtaining necessary permission and/or sanctions from different authorities in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation/Siliguri Jalpaiguri Development Authority and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally or till the validity of this agreement.

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For MERRYVIEW DEVELOPERS

Readable Agreements
Director

For MERRYVIEW DEVELOPERS
Partner

2. That the First Party shall arrange to execute a General Power of Attorney appointing the Second Party or any other person as nominated by the Second Party for this purpose to sale and convey the Second Party's Share/developer allocation in the said building premises to the intending purchaser/s as may be desired by the Second Party.

3. That the Land Owner & Developer jointly put their seal & delivered their signature on the Deed/Documents i.e. at the time of registration of flats of owner allocation & developer allocation.

ARTICLE XV- MISCELLANEOUS

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

15.2 It is hereby understood that from time to time in order to facilitate the construction of the new building at the said premises by the developer, various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specified provisions may not have made herein and the Owners hereby undertake to do all such act, deeds, matter 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 Owner 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 anyway Infringe the right of the Owners and/or go against the sprit of this Agreement.

15.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have served on the Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on Developer if delivered by hand or sent by pre-paid registered Post with acknowledgement due to the officer of the developer, the proper address in all cases being the respective addresses as reflected in this Agreement.

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For MERRYVIEW DEVELOPERS
Partner

THE FIRST SCHEDULE ABOVE REFERED TO DESCRIPTION OF THE PREMISES

All that piece or parcel of Vacant land measuring about 21(Twenty One) Kathas 12(Twelve) Chhataks or equal to 35.88(Thirty Five Point Eight Eight) Decimals, appertaining to R. S. Plot No. 95, recorded in R. S. Khatian No. 2/1, under R. S. Sheet No. 6, J. L. No 2, situated at Mouza-DABGRAM, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, within Siliguri Municipal Corporation in Ward No. "XXXIII", Located at Bhanu Nagar Bazar Road, Addl. Dist. Sub-Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:-

By the North: Land of Janak Kaur

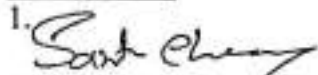
By the South: Land of Hasan Ansari

By the East : 29 Ft. wide S. M. C Road

By the West : Land of Md. Shahid Hossain

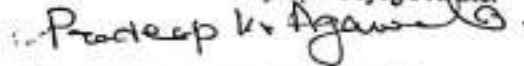
IN WITNESS WHEREOF THE PARTIES have signed and have set and subscribed their respective hands and seals on these presents and on a duplicate thereof, the day and year first hereinabove written.

WITNESS:-

1. 
Santu Chakraborty
S/O Late Ashim Chakraborty
R/O-Khalpara, Siliguri
P.O-Siliguri Bazar
P.S-Siliguri
Dist. Darjeeling
Pin-734005

2.

For North Valley Inpvt Udyog Pvt Ltd.



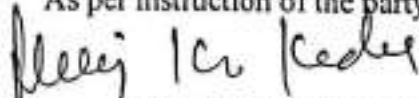
FIRST PARTY/LAND OWNERS

For MERRYVIEW DEVELOPERS


Partner

SECOND PARTY/DEVELOPER












Drafted and Printed in my Office
As per instruction of the party


(Manoj Kumar Kedia)
Advocate, Siliguri
Regn No. WB/94/1997

For MERRYVIEW DEVELOPERS


Partner









LAND OWNER FINGER PRINT

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	Left Hand.					
	Right Hand					

Pradeep K. Agarwal

Pradeep K. Agarwal
Director

DEVELOPER FINGER PRINT

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	Left Hand					
	Right Hand					

Pradeep K. Agarwal












Pradeep K. Agarwal
Signature

Signature of Identifier

For MERRYVIEW DEVELOPERS

Pradeep K. Agarwal
Partner

LAND OWNER FINGER PRINT

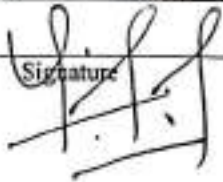
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	Right Hand					

For North Valley Estate Develop. Pvt. Ltd.
Pradeep K. Jayaram
 Director

DEVELOPER FINGER PRINT

		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

Signature of Identifier

Signature


For MERRYVIEW DEVELOPERS


 Partner



For MERRYVIEW DEVELOPERS

Partner

For MERRYVIEW DEVELOPERS

Partner


 भारत सरकार
 Government of India
 विश्व जिनदल
 VISESH ZINDAL
 पिता राज कुमार अग्रवाल
 Father: RAJ KUMAR AGARWAL
 जन्मदिनांक / DOB: 04/12/1988
 लिंग / Male



8222 8864 4175

आधार - साधारण मानुषेअ अधिकार



कानूनी विधिकेन्द्र
 Unique Identification Authority of India
 ठिकाना:
 मडल टाउन-2, इस्कन मन्दिर
 रोड, सेवक रोड, वार्ड नं:
 40, पिसिओडि (पश्चिम),
 जलपाईगुडी, सेवक रोड, पश्चिम
 बंग, 734001
 Address:
 MODEL TOWN-2, ISKCON
 MANDIR ROAD SEVOKI ROAD
 WARD NO 40, Salguri (m. side)
 Jalpaiguri, Sevoke Road, West
 Bengal, 734001

8222 8864 4175



1800 300 0817



help@uidai.gov.in



www.uidai.gov.in



For MERRYVIEW DEVELOPERS


 Partner

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

VIKESH ZINDAL

RAJ KUMAR AGARWAL

04/12/1983

Permanent Account Number

AAIPZ5660J


Signature



यह कार्ड मे लोने/पने पर हुनए सुधि को/लेनए
आयकर के लेन हुनए पर एन डी एन
पानी पीएन, एड्रेस कोड, कपल पिन कन्वर्ट एन डी एन,
लेनर पोस्ट मुह-400 00.

If this card is lost / someone's lost card is found,
please inform / return to:
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower,
Kamala Mills Compound,
5 B, Marol, Lower Park, Mumbai - 400 011.
Tel: 91-22-2493 4150, Fax: 91-22-2493 0664
email: nsdl@nsdl.co.in

For MERRYVIEW DEVELOPERS


Partner



ভাষা

ভাষা

প্রদীপ কুমার আগারওয়ালা
 Pradeep Kumar Agarwala
 জন্ম তারিখ/DOB: 20/05/1956
 পুনর / GENDER: MALE



5213 3553 4143

আমার আধার, আমার পরিচয়

Handwritten signature



ভাষা

ভাষা

ঠিকানা:
 এনভ্যালী ইস্পাত উদ্যোগ লিমিটেড
 উত্তর ভ্যালী ইস্পাত উদ্যোগ লিমিটেড
 শীর্ষাটী কোম্পানী, নয়া বাজার,
 খালপারা, সিগুনি (M. Corp),
 দার্জিলিং,
 পশ্চিম বঙ্গ - 734005

Address:
 NORTH VALLEY ISPAT UDYOG
 PVT LTD, NAYA BAZAR,
 KHALPARA, SIKUNI (M. Corp),
 Darjeeling,
 West Bengal - 734005

5213 3553 4143



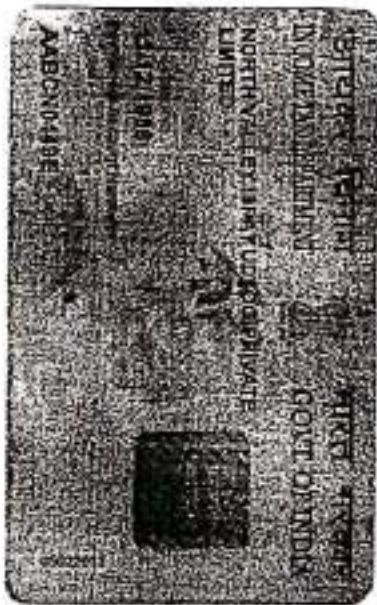


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For MERRYVIEW DEVELOPER

Handwritten signature

Partner



For North Valley Estate Develop P.A. Ltd

Receipt by *[Signature]*
Director

For MERRYVIEW DEVELOPMENT

[Signature]
Farina

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER
ACCPA4384R



नाम / NAME
PRADEEP KUMAR AGARWALA

पिता का नाम / FATHER'S NAME
MADAN LAL AGARWALA

जन्म तिथि / DATE OF BIRTH
20-05-1958

हस्ताक्षर / SIGNATURE


आयकर अधिकारी, व.व. 11
COMMISSIONER OF INCOME TAX, V.D. - 11



For MERRYVIEW DEVELOPER

Permanent Account Number (PAN) card for Santu Chakraborty. The card includes a photograph, a signature, and the following details:

PERMANENT ACCOUNT NUMBER	ADZPC8846Q
NAME	SANTU CHAKRABORTY
FATHER'S NAME	ASHIM CHAKRABORTY
DATE OF BIRTH	07-07-1982

Signature: Santu Chakraborty

Commissioner of Income-Tax (D), Kolkata

For MERRYVIEW DEVELOPERS
[Signature]
Partner







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 07110000302282/2020

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 PRADEEP KUMAR AGARWALA NEHRU ROAD, KHALPARA, P.O.- SILIGURI BAZAR, P.S.- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005	Representative of Land Lord [NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED]			For North Valley Ispat Udyog Pvt. Ltd. Pradeep Kumar Agarwala Director
2	Shri VISESH ZINDAL BLOCK-1, ISCKON MANDIR ROAD, SEVOKE ROAD, P.O.- SEVOKE ROAD, P.S.- Bhaktinagar, District-Jalpaiguri, West Bengal, India, PIN - 734001	Representative of Developer [MERRYVIEW DEVELOPERS]			For MERRYVIEW DEVELOPERS Vishes Zindal Partner

For MERRYVIEW DEVELOPERS


Partner

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SANTU CHAKRABORTY Son of Late ASHIM CHAKRABORTY KHALPARA, SILIGURI I, P.O.- SILIGURI BAZAR, P.S.- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005	Shri PRADEEP KUMAR AGARWALA, Shri VISESH ZINDAL			

(Tapash Kanti Ghosh)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BHAKTINAGAR
 Jalpaiguri, West Bengal

Major Information of the Deed

Deed No :	I-0711-01596/2020	Date of Registration	03/03/2020
Query No / Year	0711-0000302282/2020	Office where deed is registered	
Query Date	17/02/2020 6:45:53 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	MANOJ KEDIA SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9832016171, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1]. [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 2,85,86,547/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,020/- (Article:48(g))	Rs. 21/- (Article E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip (Urban area)		

Land Details :

District: Jalpaiguri, P.S.- Bhaktinagar, Municipality: SILIGURI MC, Road: Bhanu nagar Bazar road, Mouza: Dabgram
Sheet No - 6, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-95	RS-2	Bastu	Bastu	21 Katha 12 Chatak	2,85,86,547/-	Width of Approach Road: 29 Ft., Adjacent to Metal Road,
Grand Total :					35.8875Dec	0 /-	285,86,547 /-

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED 4TH MILE, SEVOKE ROAD, SILIGURI SMC WARD NO.42, P.O.- SALUGARA, P.S.- Bhaktinagar, District- Jalpaiguri, West Bengal, India, PIN - 734008 , PAN No.: AABCN0449E, Aadhaar No Not Provided by UIDAI, Status : Organization, Executed by: Representative, Executed by: Representative

For MERRYVIEW DEVELOPER


Partner

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	MERRYVIEW DEVELOPERS 3RD FLOOR,DWARIKA TOWER,BURDWAN ROAD, P.O:- SILIGURI BAZAR, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734001 , PAN No.:: ABMFM5195P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Shri PRADEEP KUMAR AGARWALA Son of Late MADAN LAL AGARWALA NEHRU ROAD,KHALPARA, 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, , PAN No.:: ACCPA4384R, Aadhaar No: 52xxxxxxxx4143 Status : Representative, Representative of : NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED (as DIRECTOR)
2	Shri VISESH ZINDAL (Presentant) Son of Shri RAJ KUMAR AGARWAL BLOCK-1,ISCKON MANDIR ROAD,SEVOKE ROAD, 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.:: AAHPZ5660J, Aadhaar No: 82xxxxxxxx4175 Status : Representative, Representative of : MERRYVIEW DEVELOPERS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SANTU CHAKRABORTY Son of Late ASHIM CHAKRABORTY KHALPARA,SILIGURI, P.O:- SILIGURI BAZAR, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734005			
Identifier Of Shri PRADEEP KUMAR AGARWALA, Shri VISESH ZINDAL			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED	MERRYVIEW DEVELOPERS-35.8875 Dec

For MERRYVIEW DEVELOPERS

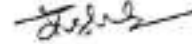
 Partner

Endorsement For Deed Number : I - 071101596 / 2020

On 18-02-2020

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 2,85,86,547/-



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

On 19-02-2020

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

Presented for registration at 20.00 hrs on 19-02-2020, at the Private residence by Shri VISESH ZINDAL .

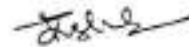
Admission of Execution (Under Section 58, W.B. Registration Rules, 1962) [Representative]

Execution is admitted on 19-02-2020 by Shri PRADEEP KUMAR AGARWALA, DIRECTOR, NORTH VALLEY ISPAT UDYOG PRIVATE LIMITED (Private Limited Company), 4TH MILE,SEVOKE ROAD,SILIGURI SMC WARD NO.42, P.O.- SALUGARA, P.S.- Bhaktinagar, District -Jalpaiguri, West Bengal, India, PIN - 734008

Identified by Mr SANTU CHAKRABORTY, . . Son of Late ASHIM CHAKRABORTY, KHALPARA,SILIGURI, P.O: SILIGURI BAZAR, Thana: Siliguri, . City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

Execution is admitted on 19-02-2020 by Shri VISESH ZINDAL, PARTNER, MERRYVIEW DEVELOPERS (Partnership Firm), 3RD FLOOR,DWARIKA TOWER,BURDWAN ROAD, P.O:- SILIGURI BAZAR, P.S:- Siliguri, Siliguri Mc, District- Darjeeling, West Bengal, India, PIN - 734001

Identified by Mr SANTU CHAKRABORTY, . . Son of Late ASHIM CHAKRABORTY, KHALPARA,SILIGURI, P.O: SILIGURI BAZAR, Thana: Siliguri, . City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service



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

On 27-02-2020

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2020 10:51AM with Govt. Ref. No: 192019200197362551 on 27-02-2020, Amount Rs 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 310287428 on 27-02-2020, Head of Account 0030-03-104-001-16

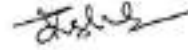
For MERRYVIEW DEVELOPERS



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by by online = Rs 35,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2020 10:51AM with Govt. Ref. No: 192019200197362551 on 27-02-2020, Amount Rs: 35,020/-, Bank: AXIS Bank (UTIB00000005), Ref. No. 310287428 on 27-02-2020, Head of Account 0030-02-103-003-02



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

On 03-03-2020

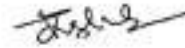
Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)

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 Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-
Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 29488, Amount: Rs.5,000/-, Date of Purchase: 01/10/2019, Vendor name: Jaya Rani Das



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

For MERRYVIEW DEVELOPERS



Partner

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2020, Page from 44376 to 44407

being No 071101596 for the year 2020.



Tapash Kanti Ghosh

Digitally signed by TAPASH KANTI
GHOSH
Date: 2020.03.05 18:55:17 +05:30
Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 2020/03/05 06:55:17 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)

For MERRYVIEW DEVELOPER

Tapash Kanti Ghosh
Partner

SL. NO. 29488 Date 1-10-2019
PURCHASER North Valley Ispat Udyog Private Ltd.
Full Address Sitloui
Total Value 5000/-
Stamp Purchased from JPG Treasury-1

TBS
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSN Office, Rajgani, Jalpaiguri

For North Valley Ispat Udyog Pvt. Ltd.

Prateek Pr Agarwal
Director



479

For North Valley Ispat Udyog Pvt. Ltd.

Prateek Pr Agarwal
Director



480

For MERRYVIEW DEVELOPERS

[Signature]
Director



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

19 FEB 2020

Sarita Choudhary
Prateek Pr Agarwal
Prateek Pr Agarwal