

1553/2020

I. 1704/2020



पश्चिम बंगाल
08/03/2020
08:30 P.M.
308257/2020
3, 2, 4, 40, 1000/-

पश्चिम बंगाल WEST BENGAL

Visit Commission Case No. 295/2020

AC 391597

Verified that the Document is in conformity with the Registration and the Signature Sheet the Endorsement Sheet attached to this Document are part of this Document

Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

Indra Kaur

For MERRYVIEW DEVELOPERS

Partner

05 MAR 2020

DEVELOPMENT AGREEMENT

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For MERRYVIEW DEVELOPERS

Partner

SLNO 39244 Date 20.12.2019
PURCHASER Merryview Developers
Full Address Siliguri
Total Value 100/-
Stamp Purchased from JPG Treasury-1

MB
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri

Stamp kept



467

Stamp kept



468

for MERRYVIEW DEVELOPERS

[Signature]
Partner

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

18 FEB 2020

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anil das
Partner
das, Siliguri

Janak Kaur

For MERRYVIEW DEVELOPERS



DEVELOPMENT AGREEMENT

THIS INDENTURE MADE ON THIS THE
18th DAY OF February 2020

BETWEEN

SMT. JANAK KAUR(P. A. No. AGWPK8926D) W/O Sri Manjit Singh, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Bankim Nagar, 2nd Mile, Ward No. 41, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist. Jalpaiguri, Pin-734008, 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 his heirs, executors, administrators, legal representatives and 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. 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, 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

Touqeer Khan

For MERRYVIEW DEVELOPERS



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

1)

WHEREAS the First Party is the absolute owner of all that piece or parcel of land measuring 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres, 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. I, Volume No. 42, pages from 131 to 134, being Document No. 3473, for the year 2001, registered at D.S.R, Jalpaiguri, executed by Mr. Dil Hasan Ansari S/O Late Abdul Razzak of Purba Bairagi Para, Jalpaiguri 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 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres, 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 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres, 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, lispences, and attachments or trust whatsoever or however created.

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For MERRYVIEW DEVELOPERS



Janak Kaur

For MERRYVIEW DEVELOPERS



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 SMT. JANAK KAUR W/O Sri Manjit Singh, 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 DEVELOPER



Tanjana Kera

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 45% of the total constructed area i.e. Flats & Parking's in the building constructed upon the said land measuring 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres.

1.8 Advance Payment

That the Second Party has paid Rs.20,00,000/-(Rupees Twenty Lakhs) only vide, UTR-No.27201046035094, dated 27-01-2020 through HDFC Bank, Hill Cart Road Branch, as advance payment to the First Party as per payment schedule mention hereunder before start of Construction work in the below schedule land. The Advance Payment to be adjusted with the final payment as per ratio.

1.9 TDS

All further payments also to be made after deducting TDS.

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For MERRYVIEW DEVELOPERS

1.9 Developer' allocation shall be:

(b). The Developer(Second Party) allocation shall be only 55% of the total constructed area i.e. Flats & Parking's in the building constructed upon the said land measuring 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres.

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 and no other tax liability is imposed on 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

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For MERRYVIEW DEVELOPERS

Tanoy Kumar

For MERRYVIEW DEVELOPERS



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.

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 arrange to sale the total constructed area of the said building including the shares of land owner shares to the intending purchasers.

4.4 The developer/ second party shall have right to collect the GST from the intending purchasers & pay the GST directly.

4.5 In case the land owner purchases any property he shall be liable to pay the GST as applicable.

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 55% of the total constructed area in the building constructed upon the said land measuring 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres.



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For MERRYVIEW DEVELOPERS



Partner

Sevoke Road

For MERRYVIEW DEVELOPERS



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 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.

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For MERRYVIEW DEVELOPERS



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 A amount brokerage may be charged on the property being sold by any broker/agent.

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.

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 The developer shall pay and bear all corporation taxes, insurance premiums and other statutory outgoings as would be levied by the government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owner to the developer, till the date of the Owner receiving the Owner allocation as stated herein in the new building and thereafter the developer and/or it's nominee or transferees shall bear such taxed, fees etc. in respect of the developer allocation only.

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For MERRYVIEW DEVELOPERS

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 For MERRYVIEW DEVELOPERS

J check 1/20/21

For MERRYVIEW DEVELOPERS

9.2 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 a 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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For MERRYVIEW DEVELOPERS



Janak Kulk

FOR MERRYVIEW DEVELOPERS
[Signature]

10.2 The owners' Allocation shall not use or permit to use Owner's 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.

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.

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For MERRYVIEW DEVELOPERS
[Signature]
Partner

Tande / acua

For MERRYVIEW DEVELOPERS



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.

11.4 The Owners hereby agree and convent 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.

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For MERRYVIEW DEVELOPERS



Jurong-Kan

FOR MERRYVIEW DEVELOPERS


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.

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.

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FOR MERRYVIEW DEVELOPERS


 Partner

Tense name

For MERRYVIEW DEVELOPERS

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.

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

Merry

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For MERRYVIEW DEVELOPERS

Partner

Imaye Kena

For MERRYVIEW DEVELOPERS


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 spirit 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.

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

15.5 The entire top roof/terrace of new building shall belong to the Developer and owners in the ratio of 45% & 55% respectively.

15.6 The original deeds in respect of the land shall be held by the Owners. The Owners shall produce the original Deeds promptly before any authority as and when required.

15.7 In case of any capital gain of landowner will be borne by them and any tax liability of developer will be borne by developer only.

ARTICLE XVI- FOR MAJEURE

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

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

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For MERRYVIEW DEVELOPERS



Tara team

FOR MERRYVIEW DEVELOPERS



ARTICLE XVII- ARBITRATION

17.0 In case of any dispute, differences or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XVIII- JURISDICTION

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

THE FIRST SCHEDULE ABOVE REFERED TO DESCRIPTION OF THE PREMISES

All that piece or parcel of Vacant land measuring about 17(Seventeen) Kathas or equal to 0.2805(Zero Point Two Eight Zero Five) Acres, 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.

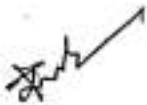
The said land is butted and bounded as follows:-

By the North: 20 Ft. wide S. M. C Road

By the South: Land of Samima Gurung

By the East : 28 Ft. wide S. M. C Road

By the West : Land of Mr. Ramudamu




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For MERRYVIEW DEVELOPERS



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*

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

2. *Manoj Singh*
s/o late Sidhar Singh
Siliguri

Manoj Kumar
FIRST PARTY/LAND OWNERS

For MERRYVIEW DEVELOPERS

[Signature]
Partner

SECOND PARTY/DEVELOPER

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

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

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For MERRYVIEW DEVELOPERS

[Signature]
Partner

भारत सरकार
Unique Identification Authority of India
Government of India

संस्थापक / Enrollment No. : 1215110999100206

0393/2015

TO
JANAK KAUR
 सन 47
 SARKAR PARA
 BANKIM NAGAR
 NEAR NIRAJ MARKET
 WARD NO 41
 Sitguri (in camp.)
 Service Road, Jalpaiguri
 West Bengal - 724001
 9434348800



आपका आधार क्रमांक / Your Aadhaar No. :
6321 0393 1231

आधार - आम आदमी का अधिकार



भारत सरकार
 Government of India



संस्थापक
JANAK KAUR
 लिंग : महिला
 Husband : MANJIT SINGH
 Issue Exp / DOB: 04/06/1982
 लिंग / Female



आधार - आम आदमी का अधिकार

Janak Kaur

- सूचना
- आधार पंजीयन धारक को सार्वजनिक होना चाहिए।
 - पंजीयन का प्रमाण अतिरिक्त प्रमाणित करने वाले द्वारा प्रदान किया जाता है।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार कतिपय नै-सरकारी और अ-सरकारी सेवाओं को प्राप्त करने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
 Unique Identification Authority of India

संस्थापक का पता
 कृपया ध्यान दें: पता में परिवर्तन
 निम्नलिखित (www.mca.gov.in) पर
 आवश्यक है, और इसे 724001

Address: SARKAR PARA,
 BANKIM NAGAR, NEAR
 NIRAJ MARKET, WARD NO
 41, Sitguri (in camp.),
 Jalpaiguri, Service Road,
 West Bengal, 724001

0321 0393 1231

1800 300 3000
 Help@uid.gov.in

For MERRYVIEW DEVELOPERS

[Signature]
 Partner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

JANAK KAUR
BHAGAN SINGH
05/06/1962
Permanent Account Number
AGWPK8926D
Place
Signature



Janak Kaur

For MERRYVIEW DEVELOPER


Partner

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

VIRESH ZINDAL

RAJ KUMAR AGARWAL

04/12/1988

Permanent Account Number

AAHPZ5860J

Signature



इस कार्ड के खोने/चोरी होने पर कृपया सूचना करें/रीपोर्ट करें
अथवा इन सेवा प्रदाता, एन एस डी एस
एन एस डी एस, टाइम्स टॉवर, कामला मिल्स कंप्लेक्स, एन. बी. मार्ग,
सिडर पार्क, मुंबई-400 013

If this card is lost / someone's lost card is found,
please inform / report to:
Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Complex,
S B Marg, Lower Park, Mumbai - 400 013.
Tel: 91-22-2499 4650 Fax: 91-22-2499 0664
email: tininfo@nsdl.co.in

For MERRYVIEW DEVELOPERS

Partner


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



8222 8864 4175

आधार - साधारण मानुषेअ अधिकार



अननिके िनक िनक िनक
 Unique Identification Authority of India

ठिकना:
 मडल टाउन-2, इकन मंदिर
 रोड, सेवकरोड, वार्ड नं:
 40, िनक (पौरनता),
 जलपईठि, सेवक रोड, पश्चिम
 बंग, 734001

Address
 MODEL TOWN-2, ISKCON
 MANDIR ROAD, SEVKE ROAD
 WARD NO 40, Seigan (m. corp.)
 Jalpaiguri, Sevke Road, West
 Bengal, 734001

8222 8864 4175



1547
1800 300 1547



http://uaid.gov.in



www.uai.gov.in

For MERRYVIEW DEVELOPERS


 Partner



For MERRYVIEW DEVELOPER

Y. S. S.
Partner

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ADZPC8846Q

नाम /NAME
SANTU CHAKRABORTY

पिता का नाम /FATHER'S NAME
ASHIM CHAKRABORTY

जन्म तिथि /DATE OF BIRTH
07-07-1982

हस्ताक्षर /SIGNATURE
Santu
Chakraborty

शहीन
अपरम आयुक्त, (कानून, सेवा), कोलकाता
COMMISSIONER OF INCOME-TAX (O), KOLKATA

For MERRYVIEW DEVELOPERS

[Handwritten Signature]
Partner

LAND OWNER FINGER PRINT SHEET



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

Janda
Signature



DEVELOPER FINGER PRINT SHEET



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

S.P.
Signature

For MERRYVIEW DEVELOPERS

S.P.
Signature





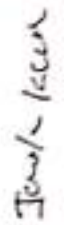






Government of West Bengal

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 07110000302251/2020

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	Smt JANAK KAUR BANKIM NAGAR, 2ND MILE WARD NO. 41, SILIGURI, P.O. - SEVOKE ROAD, P.S. - Bhaktinagar, District - Jalpaiguri, West Bengal, India, PIN - 734008	Land Lord			
2	Shri VISESH ZINDAL C- 3, BLOCK-1, ISCKON MANDIR ROAD, SEVOKE ROAD, P.O. - SEVOKE ROAD, P.S. - Bhaktinagar, District - Jalpaiguri, West Bengal, India, PIN - 734001	Represent ative of Developer [MERRYV IEW DEVELOP ERS]			 For MERRYVIEW DEVELOPERS
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	Smt JANAK KAUR, Shri VISESH ZINDAL			

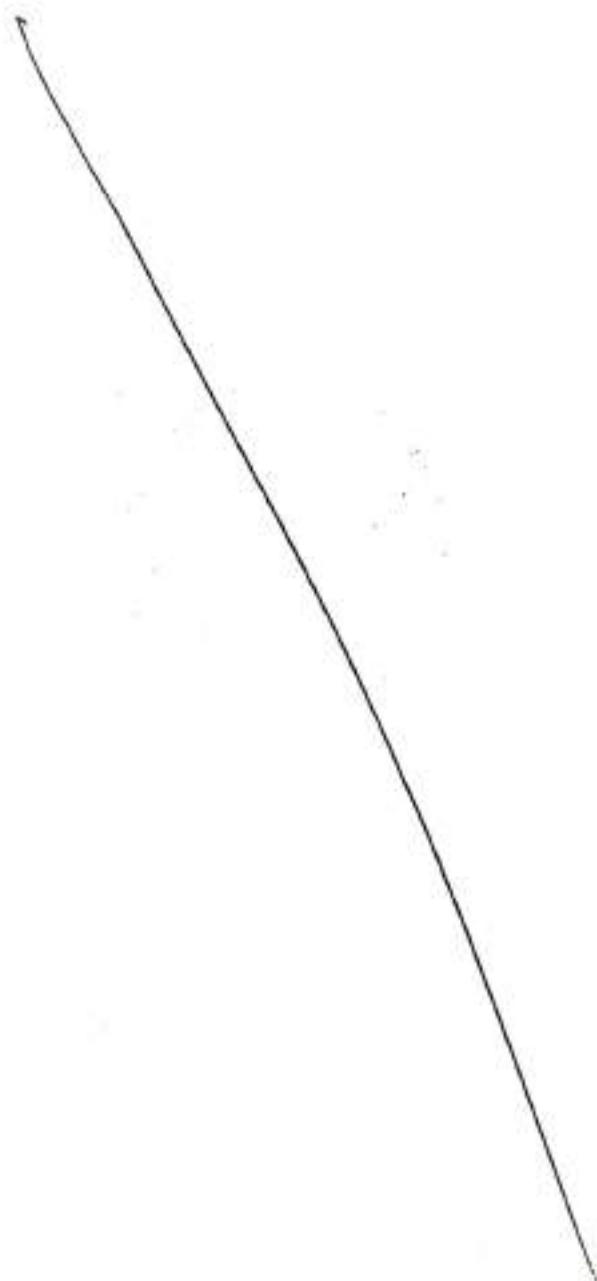
For MERRYVIEW DEVELOPERS

Query No:- 07110000302251/2020, 18/02/2020 03:00:50 PM BHAKTINAGAR (A.D.S.R)



(Tapash Kanti Ghosh)

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



For MERRYVIEW DEVELOPERS



Partner

Page 3 of 3

Major Information of the Deed

Deed No :	I-0711-01707/2020	Date of Registration	05/03/2020
Query No / Year	0711-0000302251/2020	Office where deed is registered	
Query Date	17/02/2020 6:42:47 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], [4311] Other than Immovable Property, Receipt [Rs : 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,24,40,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 20,021/- (Article:E, E, E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

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

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-95	RS-2	Bastu	Bastu	17 Katha		2,24,40,000/-	Width of Approach Road: 28 Ft., Adjacent to Metal Road,
Grand Total :					28.05Dec	0 /-	224,40,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt JANAK KAUR (Presentant) Wife of Mr MANJIT SINGH BANKIM NAGAR,2ND MILE WARD NO.41,SILIGURI, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734008 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGWPK8926D, Aadhaar No: 63xxxxxxx1231, Status :Individual, Executed by: Self, Date of Execution: 18/02/2020 , Admitted by: Self, Date of Admission: 18/02/2020 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 18/02/2020 , Admitted by: Self, Date of Admission: 18/02/2020 ,Place : Pvt. Residence

For MERRYVIEW DEVELOPERS


Pardeep

Developer Details :

Sl 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 :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri VISESH ZINDAL Son of Shri RAJ KUMAR AGARWAL C-3,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 Smt JANAK KAUR, Shri VISESH ZINDAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt JANAK KAUR	MERRYVIEW DEVELOPERS-28.05 Dec

For MERRYVIEW DEVELOPERS

18-02-2020

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

Presented for registration at 20:30 hrs on 18-02-2020, at the Private residence by Smt JANAK KAUR, Executant.

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 2,24,40,000/-

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

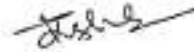
Execution is admitted on 18/02/2020 by Smt JANAK KAUR, Wife of Mr MANJIT SINGH, BANKIM NAGAR, 2ND MILE WARD NO.41, SILIGURI, P.O: SEVOKE ROAD, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by Profession Business

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

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

Execution is admitted on 18-02-2020 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

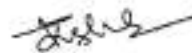
Certified that required Registration Fees payable for this document is Rs 20,021/- (B = Rs 20,000/- , E = Rs 21/-) and Registration Fees paid by by online = Rs 20,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2020 10:58AM with Govt. Ref. No: 192019200197379091 on 27-02-2020, Amount Rs: 20,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 310287671 on 27-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by by online = Rs 35,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/02/2020 10:58AM with Govt. Ref. No: 192019200197379091 on 27-02-2020, Amount Rs: 35,021/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 310287671 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

For MERRYVIEW DEVELOPERS



Partner

05-03-2020

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 Fees

Certified that required Registration Fees payable for this document is Rs 20,021/- (B = Rs 20,000/- , E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 0/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/03/2020 11:16AM with Govt. Ref. No: 192019200205648541 on 05-03-2020, Amount Rs: 0/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 310426949 on 05-03-2020, Head of Account

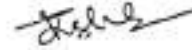
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 4,900/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 39244, Amount: Rs.100/-, Date of Purchase: 20/12/2019, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/03/2020 11:16AM with Govt. Ref. No: 192019200205648541 on 05-03-2020, Amount Rs: 4,900/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 310426949 on 05-03-2020, 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

For MERRYVIEW DEVELOPERS



Parneet

Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0711-2020, Page from 44408 to 44439
being No 071101707 for the year 2020.



Digitally signed by TAPASH KANTI
GHOSH
Date: 2020.03.05 18:58:24 +05:30
Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 2020/03/05 06:58:24 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)

For MERRYVIEW DEVELOPER