No. 2561 2022 न्यायिक INDIA NON JUDICIAL Rs.5000 ₹ 5000 पाँच हजार रुपये FIVE THOUSAND RUPEES পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL Sind. Victor Tradelink Pvt. I ELOPMENT AGREEMENT THIS INDENTURE IS MADE ON THIS THE 29 TH DAY OF JULY , 2022.

TOLY, 2022.

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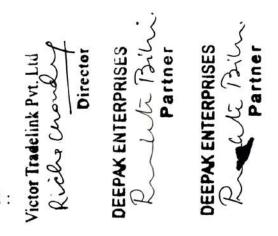
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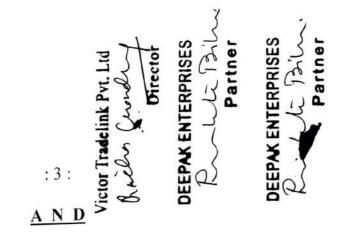
BETWEEN

- 1. VICTOR TRADELINK PRIVATE LIMITED, a Private Limited Company, registered under the Companies Act, 1956, bearing Certificate of Incorporation No.U51909WB2008PTC124326, Dtd.19.03.2008, having its Office at 327, Bidhan Road, Siliguri, P.O. and P.S.-Siliguri, District-Darjeeling, PIN - 734001, in the State of West Bengal, represented by its Director - MISS RICHA CHOUDHARY, daughter of Sri Bijay Choudhary, Indian by Nationality, Hindu by faith, Business by occupation, residing at Burdwan Road, Siliguri, Ward No. 9 of Siliguri Municipal Corporation, P.O. - Siliguri Bazar, P.S. - Siliguri, District - Darjeeling, PIN - 734005, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors. successors-in-office, representatives, administrators assignees and (I.T. PAN - AACCV8005H) and
- 2. DEEPAK ENTERPRISES, a Partnership Firm, having its Office at 327, Bidhan Road, Siliguri, P.O. and P.S.-Siliguri, District-Darjeeling, PIN-734001, in the State of West Bengal, represented by its Partner SMT. PREMLATA BIHANI, wife of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at 327, Bidhan Road, Siliguri, P.O. and P.S. Siliguri, District Darjeeling, PIN 734001, in the State of West Bengal, (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) (I.T. PAN AAPFD5760M)

hereinafter called the " LANDLORDS / FIRST PARTIES " of the " ONE PART".

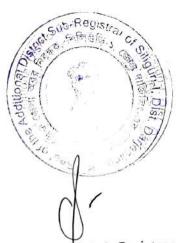


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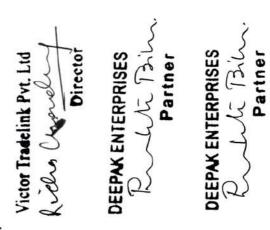


DEEPAK ENTERPRISES, a Partnership Firm, having its Office at 327, Bidhan Road, Siliguri, P.O. and P.S.-Siliguri, District-Darjeeling, PIN-734001, in the State of West Bengal, represented by its **Partner - SMT. PREMLATA BIHANI**, wife of Sri Ratan Kumar Bihani, Indian by Nationality, Hindu by faith, Business by occupation, residing at 327, Bidhan Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, hereinafter called the "**DEVELOPER / SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors-in-office, representatives, administrators and assignees) of the "**OTHER PART**".

I. WHEREAS VICTOR TRADELINK PRIVATE LIMITED (the Landlord No.1 of these presents), by virtue of twelve separate Sale Deeds, i) Dated 08-10-2010, being Document No.2366 for the year 2010, ii) Dated 08-10-2010, being Document No.2367 for the year 2010, iii) Dated 08-10-2010, being Document No.2368 for the year 2010, iv) Dated 08-10-2010, being Document No.2369 for the year 2010, v) Dated 08-10-2010, being Document No.2370 for the year 2010, vi) Dated 08-10-2010, being Document No.2371 for the year 2010, vii) Dated 08-10-2010, being Document No.2372 for the year 2010, viii) Dated 06-10-2012, being Document No.2638 for the year 2012, ix) Dated 06-10-2012, being Document No.2639 for the year 2012, x) Dated 06-10-2012, being Document No.2640 for the year 2012, 06-10-2012, being Document No.2641 for the year 2012 and xi) Dated xii) Dated 06-10-2012, being Document No.2642 for the year 2012, all the Deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri, became the sole, absolute and exclusive owners of all that piece or parcel of land measuring 60 Kathas, forming part of R.S. Plot No.259 recorded in R.S. Khatian No.432, situated within Mouza-Siliguri, J.L. No.110(88), Pargana-Baikunthapur, P.O. and P.S.- Pradhan Nagar, Sub-Div. and A.D.S.R.O. - Siliguri, Ward No. II of Siliguri Municipal Corporation, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.



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II. AND WHEREAS DEEPAK ENTERPRISES (the Landlord No.2 of these presents), by virtue of two separate Sale Deeds, i) Dated 05-08-2019, being Document No.1835 for the year 2019 and ii) Dated 06-08-2019, being Document No.1896 for the year 2019 both the Deeds registered in the Office of the Addl. Dist. Sub-Registrar, Siliguri, became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 27 Kathas 8 Chattaks forming part of R.S. Plot No.259 recorded in R.S. Khatian No.433, situated within Mouza - Siliguri, J.L. No.110(88), Pargana - Baikunthapur, P.O. and P.S.- Pradhan Nagar, Sub-Div. and A.D.S.R.O. - Siliguri, Ward No.II of Siliguri Municipal Corporation, in the District of Darjeeling, having permanent, heritable and transferable right, title and interest therein.

III. AND WHEREAS abovenamed VICTOR TRADELINK PRIVATE LIMITED and DEEPAK ENTERPRISES (the Landlords / First Parties of these presents) had amalgamated their aforesaid respective land for constructing a residential cum commercial building (hereinafter referred to as the "Project" for the sake of convenience and brevity) on the Schedule-A Land, the plan prepared for which is approved by the appropriate authority, vide Building Plan No.0109146255500032, Dated 06-10-2020, sanctioned on 04-12-2021.

IV. AND WHEREAS the Landlord No.1, not being in a position to put its contemplation and scheme into action due to devoid of technical know-how, insufficiency of funds and preoccupancy in its daily course of business has approached **DEEPAK ENTERPRISES** (The Developer and Landlord No.2 of these presents) to construct and promote the said Project on the Schedule-A Land.

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V. AND WHEREAS abovenamed **DEEPAK ENTERPRISES** (The Developer and Landlord No.2 of these presents) finding the offer of the Landlord No.1 reasonable and relying on the aforesaid fact has accepted the offer of the Landlord No.1 to promote and develop the said Project in two separate Blocks, i.e. Block-I (B + G + 5 Storied) and Block-II (B + G + 7 Storied) under certain terms and conditions mentioned hereinunder.

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

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

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

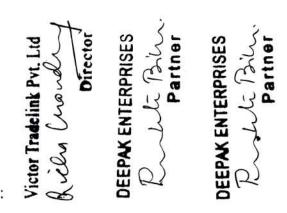
1. DEVELOPMENT RIGHTS

- 1.1 THAT on the execution of these presents, the Landlords have granted any and all entire development rights, unrestricted access and advertisement rights with respect to the Project on the Schedule-A Land together with the benefit of the development approvals to the Developer.
- 1.2 THAT the Developer has been granted the right to advertise in the media and/or publish brochure, etc., for the sale of units in the Project, the cost of which shall be borne by the Developer.
- 1.3 THAT the Landlords hereby grant in favour of the Developer and the Developer hereby accepts from the Landlords, the entire Development Rights of the Project over the Schedule-A Land.



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2. CONSIDERATION AND REALISATION

2.1 THAT in consideration for the grant of the Development Rights from the Landlords to the Developer, the Developer and the Landlords hereby agree that the units in the said Project shall be allocated in favour of the Landlords and the Developer in the manner as stated hereinafter.

In favour of the Landlord No.1 – All that units more particularly described in Schedule - B given hereinbelow.

In favour of the Landlord No.2 and Developer – All that units more particularly described in Schedule - C given hereinbelow.

3. PROJECT DEVELOPMENT

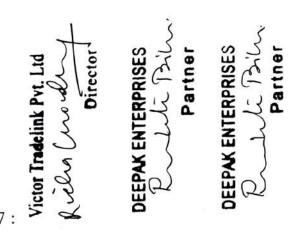
- 3.1 THAT the Developer shall develop the said Project on the Schedule-A Land. Be it further clarified that the Developer shall not assign / part with the Development right with any third party without the express written consents of the Landlords.
- 3.2 THAT the Developer shall commence the development and construction over the Schedule-A Land upon acquiring all necessary plans, elevations, designs, drawings, specifications, approvals and permissions as may be required under the rules and guidelines of the concerned Authority and/or other Applicable Laws from the appropriate authority for the development of the said Project including the registration under RERA and if any violation as such is made, the Developer will be solely responsible.

THAT the Developer shall be at liberty to implement the Project in such phases as may be reasonably deemed appropriate.

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



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3.4 THAT the Developer may undertake the development over the Schedule-A Land either by itself or through any contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper. However, the Developer shall be responsible and answerable for all the acts and deeds done by itself or its contractors and others.

THAT the entire cost of development/construction of the Project, including but not limited to fees, taxes thereon or other payments (including statutory dues to workmen, employees, etc.) which may be payable to the architect, engineers, contractors, sub-contractors staff and workmen shall be borne by and paid for solely by the Developer.

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

4. POSSESSION AND RIGHT TO TRANSFER

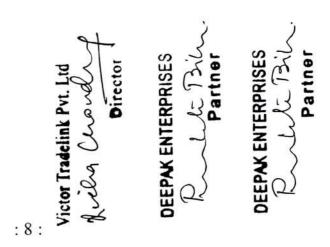
4.1 THAT the Landlords have handed over the peaceful and vacant possession of the Schedule-A Land to the Developer as on the date hereof.

The Developer may at its risk and responsibility store the building materials as per requirement and employ guards /chowkidars or any other staff or may take other security measures.

4.2 THAT the Landlords shall, as and when required at the request of the Developer, produce the original title deeds of the Schedule-A Land for verification or other reasonable purposes.



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4.3 THAT the Landlords shall execute such power of attorney in favour of the Developer to do all acts and deeds necessary on their behalf for the development of the Project over the Schedule - A Land, deal with the Schedule - A Land in accordance with this Agreement and to give effect to this Agreement and shall ensure and execute such power of attorney to enable the Developer to carry out development and completion of the said Project.

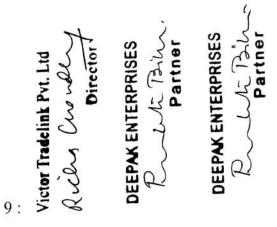
4.4 THAT the Landlords agree and undertake that they will execute and deliver such documents, deeds, no-objection certificates, authorizations and take such other actions that may be required for the Developer to market and sell the developed areas and as may be requested by the Developer to consummate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

5. REPRESENTATIONS & WARRANTIES

- 5.1 THAT the Landlords hereby represent and warrant to the Developer that the Landlords:
 - (a) have a clear and marketable title to the Schedule-A Land free from all or any encumbrances, charges, liens, lispendens, acquisition, requisitions, claims and demands, and the Schedule-A Land is capable of being developed into the said Project;
 - (b) shall provide all information as concerning any future acquisition of land which is capable of becoming part of the Schedule-A Land in accordance with this Agreement;
 - (c) have acquired the Schedule-A Land free of any attachment by any governmental authority or lender or creditor or other person, including any revenue authority;



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- (d) have acquired the Schedule-A Land free of it being a HUF property;
- (e) have acquired the Schedule-A Land free of any litigation, acquisition proceedings under the Land Acquisition Act, or proceedings under any urban, agricultural or other land ceiling laws;
- (f) shall at the instructions of the Developer execute all such documentation which may be necessary for the development of the Schedule-A Land as envisaged by the Developer, including all and any documentation to be submitted with the government departments / bodies;
- (g) undertake to jointly and severely indemnify and keep indemnified the Developer from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the Landlords' defect in the title to the Schedule-A Land;
- (h) shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly in the event the title of the Landlords to the Schedule-A Land is found to be defective or encumbered in any way;
- (i) undertake to signify their consent to the plans, elevations, designs, drawings, specifications, etc. as proposed by the Developer and to sign it and all other incidental and necessary papers for approval of the building plan;
- (j) shall cooperate with the Developer to obtain the requisite statutory approvals, permissions, and licenses to commence the development and construction on the Schedule-A Land;



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- (k) shall not (i) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project on the Schedule-A Land (or any part thereof); and (ii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project on the Schedule-A Land (or any part thereof);
- (l) have paid the cost for acquiring the Schedule-A Land in full, including but not limited to the purchase price, stamp duty and registration charges and if any such charges are found to be due the same shall be borne and paid by the Landlords;
- (m) shall pay all taxes and dues including that of land revenue till the date of execution of this Indenture, and provide all land documents with mutation papers and khazana with respect to the Schedule-A Land; and
- (n) shall not interfere in the development of the said Project and shall not exercise any recourse over the Schedule-A Land.
- 5.2 THAT the Developer hereby represents and warrants to the Landlords that the Developer:
 - (a) shall complete the construction and other development works in the Project following the sanctioned plan(s), standard workmanship and the specifications;
 - (b) shall make khazna payments to the concerned authority for the period commencing from the date of execution of these presents, till completion of the said Project;



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- (c) shall make timely payments to the Government Agencies;
- (d) shall get the said Project registered under the provisions of the proposed legislations on its effective commencement;
- (e) shall complete the said Project within 4 (four) years from the date of execution of these presents;
- (f) The Developer shall not be responsible for any failure to complete the said Project within the stipulated time, if the construction / development is prevented or delayed by an event of *force majeure*.

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

5.3 THAT the Landlords also represent and warrant to the Developer that no one other than the Developer shall be entitled to undertake the development and construction work in the Project on the Schedule-A Land and the Landlords shall not grant or create any third party rights or interest in respect of development of the Project on the Schedule-A Land, from the date hereof.

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

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

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- (b) neither the execution of this Agreement nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties; and
- (c) all consents, approvals, permissions, authorizations or requirements required from any government authority or from any other persons for or in connection with the creation, execution, validity and performance of this Agreement have been obtained and are in full force and effect.

6. INDEMNITY

- 6.1 THAT each Party (a "Defaulting Party") shall keep indemnified and hold harmless the other Party (a "Non-defaulting Party") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Non-defaulting Party on account of:
 - (a) any delay in completion of the development of the Project over the Schedule-A Land caused at the instance of or attributable to the Defaulting Party;
 - (b) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
 - (c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any obligations, representation and warranties made under this Agreement; and/or
 - (d) on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever.

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6.2 THAT without prejudice to the Developer's rights as stated above under this Indenture, the Landlords shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of any defect in or want of title in relation to the Schedule-A Land or any part thereof on the part of the Landlords.

7. NOTICES

- 7.1 THAT any notice required or permitted to be given hereunder shall be addressed to the address as given by a Party in this Agreement.
- 7.2 THAT any notice required or permitted to be given hereunder shall be in writing and shall be effectively served.
- (i) if delivered personally, upon receipt by the other Party;
- (ii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.
- 7.3 THAT any Party hereto may change any particulars of its address for notice, by notice to the others in the manner aforesaid.

8. CONFIDENTIALITY

THAT this Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the Landlords. The Landlords shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer.

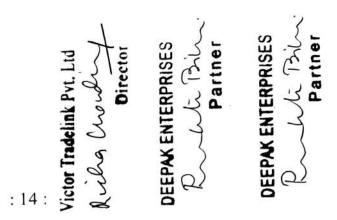
Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:





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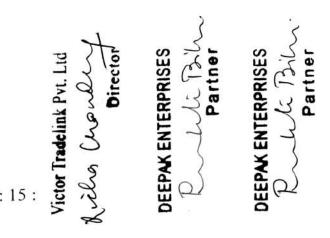
- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;
- (b) is disclosed with the consent of the Party who supplied the information;
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;
- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

9. GOVERNING LAW AND JURISDICTION

- 9.1 THAT this Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Clause 10 below, the Courts at Siliguri shall have the territorial jurisdiction over the subject matter of this Agreement.
- 9.2 THAT if the First Parties fail to execute any documents as required by the Second Party, then the Second Party shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the First Parties to the Second Party.

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10. DISPUTE RESOLUTION

10.1 THAT for the matters not specifically stipulated in this Indenture or in case of any dispute or any question arising hereinafter at any time between the Parties hereto out of or in connection with the interpretation or implementation of this Indenture, the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996.

10.2 THAT the arbitration tribunal shall consist of a sole arbitrator to be mutually appointed by the disputing Parties. The arbitration shall be held at Siliguri and all proceedings shall be conducted in English. The arbitration award shall be rendered in English and be made by the arbitrator in writing and shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. The cost of the arbitration proceedings shall be borne by the parties on equal sharing basis subject to the arbitration award.

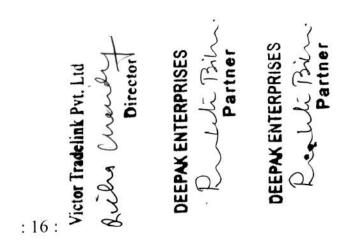
11. MISCELLANEOUS

- 11.1 No Partnership: Nothing contained in this Indenture shall constitute or be deemed to constitute a partnership between the Parties or as a joint venture/ Association of persons in any manner, and no Party shall hold himself / itself out as an agent for the other Party, except with the express prior written consent of the other Party.
- 11.2 Independent Rights: Each of the rights of the Parties hereto under this Indenture are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Indenture or otherwise.
- 11.3 Amendments/ Supplements/ Variation: No amendments/ supplements/ variation of this Indenture (including its Annexure and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.





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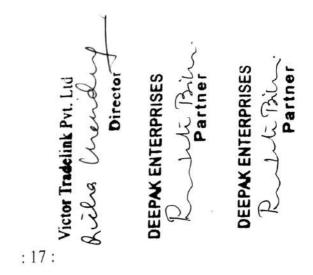


- 11.4 Assignment: No rights or liabilities under this Indenture shall be assigned by any of the Parties hereto.
- 11.5 Waiver: No waiver of any breach of any provision of this Indenture shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 11.6 Severability: If any provision of this Indenture is invalid, unenforceable or prohibited by law, this Indenture shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Indenture shall be valid, binding and of like effect as though such provision was not included herein.
- 11.7 Hindrance-free movement: The articles of display or otherwise shall not be kept by the either party in any place of common use in the Project so as to cause hindrance in any manner in the free movement of users of places of common use in the Project.
- 11.8 Supersession: Except as otherwise agreed between the Parties, this Indenture constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.
- 11.9 Government Approval: All the obligations of the Developer under this Indenture are subject to Applicable Laws and receipt of approvals from the Government Authorities, if so required under any Applicable Law.
- 11.10 Specific Performance: This Indenture shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

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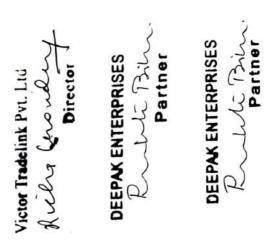
11.11 Transfer of Property Act: Nothing contained in this Indenture shall be deemed to be an agreement of sale under Section 53-A of the Transfer of Property Act. Further the Parties agree and acknowledges that nothing in this Indenture shall deemed to be a conveyance or sale or transfer of any right,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

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

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

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





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SCHEDULE - A

All that piece or parcel of land measuring 60 Kathas forming part of R.S. Plot No.259 recorded in R.S. Khatian No.432 and 27 Kathas 8 Chattaks forming part of R.S. Plot No.259 recorded in R.S. Khatian No.433, IN TOTAL MEASURING 87 Kathas 8 Chattaks, situated within Mouza-Siliguri, J.L. No.110(88), Pargana - Baikunthapur, P.O. and P.S.- Pradhan Nagar, Sub-Div. and A.D.S.R.O. - Siliguri, Ward No.II of Siliguri Municipal Corporation, in the District of Darjeeling.

The said land is bound and butted as follows:-

By North : Land of Md. Sabir, Smt. Mala Pradhan and 33 Feet wide S.M.C

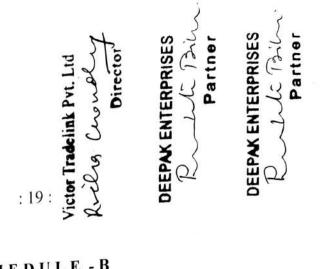
Road,

By South : 12 Feet wide Road,

By East : 33 Feet wide S.M.C Road and land of Doma Bhutia and others,

By West : 12 Feet wide Road and land of Bappa Paul and others.

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SCHEDULE - B

ALLOCATIONS OF THE LANDLORD NO.1

BLOCK-II

I. RESIDENTIAL UNITS

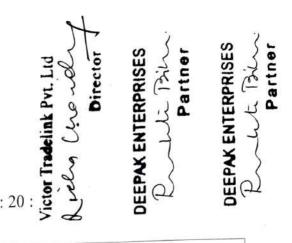
Floor First Floor	Flat No.	Super Built-up Area (Approx)
	Δ	1598.50 Sq.ft.
	B	1553.00 Sq.ft.
	C	1560.50 Sq.ft.
	D	1605.50 Sq.ft.
	E	1872.00 Sq.ft.

Floor Second Floor	Flat No.	Super Built-up Area (Approx)
	A	1460.00 Sq.ft.
	В	1457.00 Sq.ft.
	C	1457.00 Sq.ft.
	D .	1462.00 Sq.ft.
	E	1709.00 Sq.ft.

Floor Third Floor	Flat No.	Super Built-up Area (Approx)
	A	1460.00 Sq.ft.
	В	1457.00 Sq.ft.
	С	1457.00 Sq.ft.
	D	1462.00 Sq.ft.
	E	1709.00 Sq.ft.



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



Floor Fourth Floor	Flat No.	Super Built-up Area (Approx)
	A	1460.00 Sq.ft.
	В	1457.00 Sq.ft.
	C	1457.00 Sq.ft.
	D	1462.00 Sq.ft.
	Е	1709.00 Sq.ft.

Floor	Flat No.	Super Built-up Area (Approx)
Fifth Floor	A	1460.00 Sq.ft.
	В	1457.00 Sq.ft.
	С	1457.00 Sq.ft.
	D	1462.00 Sq.ft.
	Е	1709.00 Sq.ft.

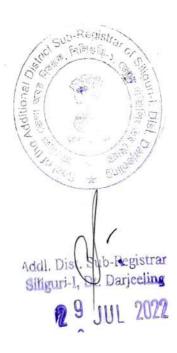
Floor	Flat No.	Super Built-up Area (Approx)
Sixth Floor	A	1460.00 Sq.ft.
	В	1457.00 Sq.ft.
	С	1457.00 Sq.ft.
	D	1462.00 Sq.ft.
	Е	1709.00 Sq.ft.

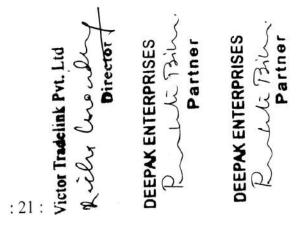
Floor	Flat No.	Super Built-up Area (Approx)
Seventh Floor	A	1460.00 Sq.ft.
	В	1457.00 Sq.ft.
	C	1457.00 Sq.ft.
	D	1462.00 Sq.ft.
	Е	1709.00 Sq.ft.

II. PARKING SPACES

All that 35 (thirty five) Parking Spaces, each measuring 135.00 Sq.ft., in the parking area of the Block-II building.







SCHEDULE - C

ALLOCATIONS OF THE LANDLORD NO.2 AND DEVELOPER

BLOCK-I

All the units (including but not limited to Residential Flats, Commercial / Semi- Commercial Spaces, Shops, Offices, Utility Spaces and Parking Spaces) in the Block-I building are allocated to the Landlord No.2 and Developer.

BLOCK-II

I. RESIDENTIAL UNITS

Floor	Flat No.	Super Built-up Area (Approx)
First Floor	F	1775.00 Sq.ft.
	G	1795.00 Sq.ft.

Floor	Flat No.	Super Built-up Area (Approx)
Second Floor	F	1442.00 Sq.ft.
	G	1629.00 Sq.ft.

Floor	Flat No.	Super Built-up Area (Approx)
est 1 E1	F	1442.00 Sq.ft.
Third Floor	G	1629.00 Sq.ft.

Floor	Flat No.	Super Built-up Area (Approx)
Fourth Floor	F	1442.00 Sq.ft.
	G	1629.00 Sq.ft.

Addl. Dist. Sub-Registrar Siliguri-1, De Darjeeling



: 22:

Floor	Flat No.	Super Built-up Area (Approx
Fifth Floor	F	1442.00 Sq.ft.
	G	1629.00 Sq.ft.

Floor	Flat No.	Super Built-up Area (Approx)
	F	1442.00 Sq.ft.
Sixth Floor	G	1629.00 Sq.ft.

Floor	Flat No.	Super Built-up Area (Approx)
	F	1442.00 Sq.ft.
Seventh Floor	G	1629.00 Sq.ft.

II. PARKING SPACES

- A) All the Parking Spaces, each measuring 135.00 Sq.ft., in the parking area of the Block-I building.
- B) All the Parking Spaces (except the parking spaces allocated to the Landlord No.1), each measuring 135.00 Sq.ft., in the parking area of the Block-II building.

DEEPWENTENTO

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

9 JUL 2022

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

WITNESSES:

1. Titendra Washingary
SIO Late Babansi whatusary
Hersantu Bagu Colony
ward No. - OY, Siliguri
P.O - Siliguri Bazar
P.S - Siliguri
Dist - Darreeling

Victor Tradelink Pvt. Ltd

Director

DEEPAK ENTERPRISES

Partner

(FIRST PARTIES / LANDLORDS)

2. Sahadel Dom.
810 Late Nitai Dom.
S. F. Road, Siliguri
P.O. Siliguri Bazal
P.S. Siliguri
Dayeeling.

DEEPAK ENTERPRISES

Partner Partner

(SECOND PARTY/ DEVELOPER)

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

Read over and explained by me.

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



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

PHOTO AND LEFT THUMB IMPRESSION OF SRI JITENDRA UPADHYAY (IDENTIFIER)

PHOTO



Ji tendra upermyay

THUMB IMPRESSION



Jitendra Washiyay

SIGNATURE OF THE IDENTIFIER

derigantegernman

Orna General Park Common Commo

Addl. Dist. Sub-registrar Siliguri-l, Dt. Darjeeling



FINGER PRINTS OF MISS RICHA CHOUDHARY DIRECTOR OF VICTOR
TRADELING PRIVATE LIMITED (LANDLORD/FIRST PARTY NO.1)

ADELINK	PRIVATE LIMIT	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE
LEFT HAND			6		9
RIGHT HAND					

Pult B

Victor Tradelink Pvt. Ltd

Lichs Cue Director

SIGNATURE

FINGER PRINTS OF SMT. PREMLATA BIHANI PARTNER OF DEEPAK ENTERPRISES (LANDLORD / FIRST PARTY NO.2)

CLANDLORD / FIRST PART I NO.S.)

THUMB

FORE FINGER

MIDDLE FINGER

FINGER

LITTLE FINGER

RIGHT HAND

DEEPAK ENTERPRISES

SIGNATURE Partner

Supplementation of the supplementation of the

Addl. Dist. Sub-Begistrar Siliguri-l, Dt. Darjeeling

a state of the G



FINGER PRINTS OF SMT. PREMLATA BIHANI PARTNER OF DEEPAK ENTERPRISES

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

DEEPAK ENTERPRISES

SIGNATURE

Partner



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

Major Information of the Deed

	I-0402-02263/2022	Date of Registration	29/07/2022
No:	Constitution of the consti	Office where deed is re	egistered
No / Year	0402-2002289342/2022	A.D.S.R. SILIGURI, Dist	rict: Darieeling
No / Year	27/07/2022 12:01:24 PM		
Applicant Name, Address 8 Other Details	Kamal Kumar Kedia And Associa S.F. Road, Siliguri,Thana : Siligur Mobile No. : 8972198324, Status	.Cononco	ENGAL, PIN - 734005,
VACA		Additional Hallsaction	
Transaction [0110] Sale, Development	Agreement or Construction	[4305] Other than Immov Declaration [No of Declar	ration : 2]
agreement		Market Value	
Set Forth value		Rs. 45,27,83,490/-	
		Registration Fee Paid	
Stampduty Paid(SD)	351.05	Do 21/ (Article:F. E)	
Rs. 75,020/- (Article:48(g))		from the applicant for issuing the	ne assement slip.(Urban
Remarks	Received Rs. 50/- (FIFTY only) area)	пот ше аррисан то тэсэнэ	

MOF	RE TONIVEDI	TA KD, MO	uza. Oligan			SetForth	Market	Other Details
Sch	Plot	Khatian	Land Proposed	USE	Arca o.	Value (In Rs.)	Value (In Rs.)	Width of Approach
No L1	Number RS-259	RS-432	Commerci al use		60 Katha		31,04,80,1077	Road: 33 Ft., Adjacent to Metal Road,
L2	RS-259	RS-433	Commerci al use	Bastu	27 Katha 8 Chatak		m ²	Width of Approach Road: 33 Ft., Adjacent to Metal Road,
					144.375Dec	0 /-	4527,83,490 /-	
	Grand	TOTAL :			144.375Dec	0 /-	4527,83,490 /-	

Land Lord Details:

SI	Name,Address,Photo,Finger print and Signature
No	
	VICTOR TRADELINK PRIVATE LIMITED 327, Bidhan Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, PAN No.:: AAxxxxxx5H,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

EPAK ENTERPRISES

Bidhan Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, 734001, PAN No.:: AAxxxxxx0M,Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative, Executed by: Representative

peveloper Details :

Name, Address, Photo, Finger print and Signature

No

DEEPAK ENTERPRISES

327, Bidhan Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, PAN No.:: aaxxxxxxx0m,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

,	Name,Address,Photo,Finger	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Smt PREMLATA BIHANI Wife of Shri Ratan Kumar Bihani Date of Execution - 29/07/2022, Admitted by: Self, Date of Admission: 29/07/2022, Place of			Pulli Bul.
ı	Admission of Execution: Office	Jul 29 2022 11:45AM	LTI 29/07/2022	Siliguri, District:-Darjeeling, West

327, Bidhan Road, Siliguri,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 53xxxxxxxxx9106 Status: Representative, Representative of: DEEPAK ENTERPRISES (as Partner), DEEPAK ENTERPRISES (as Partner)

2	Name
	Miss RICHA CHOUDHARY
	(Presentant) Daughter of Shri Bijay
	Choudhary

Choudhary
Date of Execution 29/07/2022, , Admitted by:
Self, Date of Admission:
29/07/2022, Place of
Admission of Execution: Office





Finger Print

fila Code

29/07/2022

Signature

Burdwan Road, Siliguri, Ward No.9 Of Siliguri Municipal Corporation, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 28xxxxxxxx2415 Status: Representative, Representative of: VICTOR TRADELINK PRIVATE LIMITED (as Director)

Details :

Jitendra Upadhyay
of Babanji Upadhyay
nanta Basu Colony, Siliguri, City:gun Mc, P.O:- Siliguri Bazar, P.S:siliguri, District:-Darjeeling, West Bengal,
ndia, PIN:- 734005





Signature

Itendra Warnesay

29/07/2022

29/07/2022

29/07/2022

Identifier Of Smt PREMLATA BIHANI, Miss RICHA CHOUDHARY

Trans	fer of property for L1		
	From	To. with area (Name-Area)	
	VICTOR TRADELINK PRIVATE LIMITED	DEEPAK ENTERPRISES-99 Dec	
Trans	fer of property for L2		
SI No	From	To. with area (Name-Area)	
1	DEEPAK ENTERPRISES	DEEPAK ENTERPRISES-45.375 Dec	
1	DEC.		

9-07-2022

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

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

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

Presented for registration at 11:38 hrs on 29-07-2022, at the Office of the A.D.S.R. SILIGURI by Miss RICHA CHOUDHARY ,.

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 45,27,83,490/-

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

Execution is admitted on 29-07-2022 by Miss RICHA CHOUDHARY, Director, VICTOR TRADELINK PRIVATE LIMITED (Private Limited Company), 327, Bidhan Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri Jitendra Upadhyay, , , Son of Babanji Upadhyay, Hemanta Basu Colony, Siliguri, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by

Execution is admitted on 29-07-2022 by Smt PREMLATA BIHANI, Partner, DEEPAK ENTERPRISES (Partnership Firm), 327, Bidhan Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001; Partner, DEEPAK ENTERPRISES (Partnership Firm), 327, Bidhan Road, Siliguri, City:- Siliguri Mc, P.O:-Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri Jitendra Upadhyay, , , Son of Babanji Upadhyay, Hemanta Basu Colony, Siliguri, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Others

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2022 4:59PM with Govt. Ref. No: 192022230084133098 on 27-07-2022, Amount Rs: 21/-, Bank: SBI EPay (SBIePay), Ref. No. 1529094915832 on 27-07-2022, Head of Account 0030-03-104-001-16

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,020/-

1. Stamp: Type: Impressed, Serial no 2415, Amount: Rs.5,000/-, Date of Purchase: 30/06/2022, Vendor name: T ROY Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 27/07/2022 4:59PM with Govt. Ref. No: 192022230084133098 on 27-07-2022, Amount Rs: 70,020/-, Bank: SBI EPay (SBIePay), Ref. No. 1529094915832 on 27-07-2022, Head of Account 0030-02-103-003-02

Rysmoden

Sangha Ratna Syangden ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI

Darjeeling, West Bengal

stered in Book - I

Jume number 0402-2022, Page from 75789 to 75820

peing No 040202263 for the year 2022.



Digitally signed by SANGHA RATNA SYANGDEN

Date: 2022.08.03 17:18:30 +05:30 Reason: Digital Signing of Deed.

Thymoden

(Sangha Ratna Syangden) 2022/08/03 05:18:30 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI West Bengal.

(This document is digitally signed.)