

Sl. No. 2640/2022

I - 2346/wr



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Chynglin
 13:34
 07.08.22

Chelam Kanoria

Chelam Kanoria

Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

Saurav Kanoria

MSN BUILDERS
PARTNER
Harindran

:1:

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 04th DAY OF AUGUST 2022.

BETWEEN

CONTAINED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION THE DEEDS OFFICE AND THE REGISTRATION SHEET ATTACHED TO THIS DOCUMENT ARE THE PART OF THIS DOCUMENT

Chynglin
 04/08/2022

ADDITIONAL REGISTRAR
 KOLKATA

JUDICIAL STAMP

0007 778 Date 12.07.2022

MSN Builders
Siliguri

8000 Re. Tammoy Noy

Govt. Stamp Vendor
Bagdogra
Lic. No. 546/RM
07 / Darjeeling



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

04 AUG 2022

বঙ্গবন্ধু
স্বদেশ সেবা

Ashok K Kanoria

Chetan Kanoria

Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

Saurav Kanoria

MSN BUILDERS

MRINAL AGARWAL
PARTNER

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1. **SRI ASHOK KUMAR KANORIA**, son of Late Gajanand Kanoria,
2. **SRI CHETAN KANORIA**, son of Late Debendra Prasad Kanoria,
- 3a . **SMT SUMITRA KANORIA**, wife of Late Jagdish Prasad Kanoria,
- 3b) **SRI AMIT KANORIA**, son of Late Jagdish Prasad Kanoria,
- 3c) **SRI NITIN KANORIA**, son of Late Jagdish Prasad Kanoria,
- 3d) **SRI SAURAV KANORIA**, son of Late Jagdish Prasad Kanoria, all are Hindu by Religion, Indians by Nationality, Business by Occupation, No.1 and 2 Residents of Pranami Mandir Road, P.O and P.S Siliguri, District – Darjeeling and No.3a,b,c and d, Residents of 3UC, Mani Tower, 3rd Floor, 31/41 Binova Bhave Road, P.O Sahapur, P.S Behala, District - South 24 Parganas, in the State of West Bengal - hereinafter collectively called the **“FIRST PARTY”** (PAN: AFQPK9895Q), (PAN : BNAPK5387C), (PAN: AFMPK2129M), (PAN: AFVPK9299P), (PAN: AFRPK1997E),(PAN: ALIPK2857Q).

AND

MSN BUILDERS, a Partnership Firm, having its office at Marvel Enterprise, S.F Road, Siliguri, P.O. & P.S. Siliguri, District - Darjeeling – represented by one of its Partner, **SRI MRINAL AGARWAL**, son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigaratte Company Compound, S.F Road, P.O Siliguri Bazar, P.S Siliguri, District - Darjeeling -- hereinafter referred to as the **“SECOND PARTY”** (Developer , includes successors-in-interest and/or assigns). (PAN: AAZFM5463G).



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

04 AUG 2022

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Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

Saurav Kanoria.

MSN BUILDERS

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Ownership of said property:

WHEREAS the abovenamed First party No. 1 **SRI ASHOK KUMAR KANORIA**, son of Late Gajanand Kanoria had received by way of two separate registered Gift Deeds in total land measuring 3 Kathas 13 Chhataks 26 Sq. ft from Smt Satyabhama Kanoria and others, both Dated 02.07.2018, being Document Nos. I – 1537 and I – 1563, for the year 2018 and the same were registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling .

AND WHEREAS the abovenamed First Party No. 2 **SRI CHETAN KANORIA**, son of Late Debendra Prasad Kanoria had received by way of a registered Gift Deed, land measuring 4 Kathas from Smt Satyabhama Kanoria and others , dated 02.07.2018 being Document No. I – 1536, for the year 2018 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS the one **Late JAGDISH PRASAD KANORIA**, son of Late Gajanand Kanoria had received by way of a Registered Gift Deed, land measuring 4 Kathas from Smt Satyabhama Kanoria and others , dated 02.07.2018 being Document No. I – 1538, for the year 2018 and the same was registered in the Office of the Additional District Sub-Registrar Siliguri, in the District of Darjeeling.

AND WHEREAS in the manner aforesaid First Party/Land Owners, became the absolute owners of land measuring 11 Kathas 13 Chhataks 26 Sq. ft.

Jagdish Prasad Kanoria

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Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

Saurav Kanoria

MSN BUILDERS

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AND WHEREAS the First Party alongwith Late Jagdish Prasad Kanoria, predecessor-in-interest of abovenamed First Party Nos. 3a, 3b, 3c and 3d had entered into a Development Agreement dated 7th December, 2020, with the Second Party being Document No. I- 1972 for the year 2020 and the same was registered in the office of the ADSR Siliguri , District Darjeeling.

AND WHEREAS abovenamed Jagdish Prasad Kanoria died intestate leaving behind his wife **Smt Sumitra Kanoria** and his three sons namely: **1. Sri Amit Kanoria, 2. Sri Nitin Kanoria and 3. Sri Saurav Kanoria** as his only legal heirs and successors as per the provisions of Hindu Succession Act and they jointly inherited the property of Late Jagdish Prasad Kanoria.

AND WHEREAS the abovenamed parties have decided to enter into a new and fresh Development Agreement on the same terms and conditions as mentioned in Development Agreement dated 7th December, 2020, being Document No. I- 1972 for the year 2020 registered in the office of the ADSR Siliguri, District Darjeeling.

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

Ashok K Kanoria

Chetan Kanoria.

Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

Saurav Kanoria.

MSN BUILDERS

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ARTICLE I – DEFINITIONS

In this Agreement, unless otherwise specifically mentioned:-

1.1 The Owners shall mean the said –

1. **SRI ASHOK KUMAR KANORIA**, son of Late Gajanand Kanoria, Resident of Pranami Mandir Road, P.O and P.S Siliguri, District – Darjeeling.

2. **SRI CHETAN KANORIA**, son of Late Debendra Prasad Kanoria, Resident of Pranami Mandir Road, P.O and P.S Siliguri, District – Darjeeling and

3a) **SMT SUMITRA KANORIA**, wife of Late Jagdish Prasad Kanoria,

3b) **SRI AMIT KANORIA**, son of Late Jagdish Prasad Kanoria,

3c) **SRI NITIN KANORIA**, son of Late Jagdish Prasad Kanoria,

3d) **SRI SAURAV KANORIA**, son of Late Jagdish Prasad Kanoria, all Residents of 3UC, Mani Tower, 3rd Floor, 31/41 Binova Bhawe Road, P.O Sahapur, P.S Behala, District - South 24 Parganas, in the State of West Bengal.

1.2 The Developer shall mean the said “**MSN BUILDERS**” and their partners, successor/successors in office, executors and administrators and assigns at all material times.

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

Ashok K. Kanoria

Ashok Kanoria.

Sumitra Kanoria

Amit Kanoria

Nishi Kanoria

Saurav Kanoria.

MSN BUILDERS

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

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

1.6 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building/s to be constructed on the schedule land.

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

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

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Sumitra Kanoria

Amit Kanoria

Amit Kanoria

Saurav Kanoria.

MSN BUILDERS

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1.9 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers .

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

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

ARTICLE II - COMMENCEMENT

2.0 This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

ARTICLE III - OWNERS' RIGHTS & REPRESENTATIONS

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

3.2 Excepting the present land owners and in their absence (God forbid) their legal heirs , no other person or persons have any claim or interest and/or demand over and in respect of Scheduled 'A' Land.



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

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

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

ARTICLE IV - DEVELOPER'S RIGHTS

4.1 The land owners hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the Scheduled Land in accordance with the plan or plans sanctioned by the Siliguri Municipal Corporation and or any local Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners or (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

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Sumitra Kauria

Amit Kauria

Amli Kauria

Saurav Kauria.

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MSN BUILDERS

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ARTICLE V – CONSIDERATION

5.1 In consideration of the owners allowing the Developer to develop the said premises the Developer shall allocate owner's area as mentioned hereunder and more fully in Schedule 'B' here-in-below :

5.2 The Owner's Allocation :- (Fully Described in the Schedule 'B' below)

That the First Party shall be jointly entitled to 60% of the total constructed area in the "Schedule A" Land only.

5.3 The Developer's Allocation :- (More Fully Described in the Schedule 'C' below)

That the Developer shall be entitled to 40% of the total constructed area in the "Schedule A" Land.

ARTICLE VI – PROCEDURE

6.1 The Land Owners shall grant a Registered Power of Attorney in favour of the Developer above named for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building/s at the said land as fully mentioned in the Schedule "A" here-in-below and also for pursuing and following up the matter with Siliguri Municipal Corporation and /or any local body/Development authority and other statutory authorities and also for execution and presentation of Sale Deed, Lease Deed etc before the Registering Authority in respect of the **Developer's Allocation only as fully described in the Schedule "C" here-in-below .**

Shri R. S. Sarda

Asham Kamoria

Sumitra Kamoria

Amit Kamoria

Nishi Kamoria

Saurav Kamoria

MSN BUILDERS

Shri R. S. Sarda
PARTNER

ARTICLE VII – SPACE ALLOCATION

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

7.2 Subject as aforesaid, the common portion of the said Commercial/Residential complex and open spaces shall belong to the owners and developer in proportion to their sharing ratio of the constructed space of the entire building to be constructed on Schedule "A" land.

7.3 The land owner shall be entitle to own, enjoy, possess , transfer or otherwise deal with the owner's allocation in the new building/s at their, will, subject to the condition laid down elsewhere in this agreement.

7.4 The Developer shall subject to the provisions herein contained , be exclusively entitled to the Developer's allocation in the new building/s with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the owner and the land owners shall not in any way interfere with or disturb the quite and pceaceful possceession of the Developer's allocation.

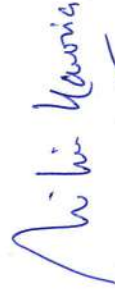


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ARTICLE VIII - BUILDING

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

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto. The Developer shall not compromise with the quality of materials and in case of any objection in this regard from the part of the land owners, then the parties of this indenture shall solve the same amicably.

8.3 The Developer shall install and erect in the said new building/s with all required facilities , at its own costs, which includes water pumps, tube-well, water storage tanks, and other facilities etc as are required to be provided in a Commercial/Residential complex having self-contained units for sale of constructed areas therein on ownership basis and as mutually agreed to.



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8.4 The Developer shall be authorised in the name of the Owners so far as is necessary, to apply for and obtain allocation of building/s materials allocable to the Owners for the construction for the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building/s and other inputs and facilities required for the construction and enjoyment of the Residential/Commercial complex for which purpose the land Owners shall execute in favour of the nominee of the Developer, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

ARTICLE IX - COMMON FACILITIES

9.1 The Developer shall pay and bear all Local/Development Authority charges, Municipal Taxes, and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing on and from the date of handing over of vacant possession of the land by the Land Owners to the Developer, till the date of the Land Owners receiving the Owners' Allocation as stated herein in the new building/s and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc, in respect of the Developer's Allocation only.

9.2 The Developer shall complete the Construction of the proposed building within such time as may be allowed by Siliguri Municipal Corporation /Local/Development authority and as soon as the complex is/are completed, the Developer shall give notice to the Land Owners requiring the Land Owners to take possession of the Land Owners' Allocation In the

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building/s and after 15 (Fifteen) days from the date of receive of such notice and at all times thereafter, the Land Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates") with effect from the date of delivery of possession of the said Land Owners' Allocation, payable in respect of the said Land Owners' Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Commercial/Residential complex if they are levied on the building/s as a whole.

9.3 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building/s which will be fixed and/or determined mutually from time to time for the common facilities in the new building/s payable in respect of the Land Owners' Allocation. The said charges include proportionate share of water, fire safety charges and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building/s and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time.

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Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

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

9.5 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said Commercial/ Residential complex at the said premises but the land owners shall have right to visit the construction site time to time and may pass their valuable suggestions to the developer in this regard.

ARTICLE X - COMMON RESTRICTIONS

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

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Sunitra Kanoria
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10.2 The land Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the Commercial/Residential complex or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the Commercial/Residential complex.

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

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

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

10.5 The developer shall abide by all laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said Laws, Bye-laws, Rules and Regulation but after takeover of the constructed premises i.e the land owners allocation

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portion as fully mentioned in the schedule –B” here-in-below, the land owners shall be answerable to the said authorities for any deviation ,violation and/or breach of any of the said laws, Bye-laws, Rules and Regulations of the Government.

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

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

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


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

ARTICLE XI - OWNER'S OBLIGATIONS

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

11.2 The land Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building.

11.3 The land Owners hereby agree and covenant with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

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



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Sumitra Kanoria

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MSN BUILDERS



PARTNER

ARTICLE XII - DEVELOPER'S OBLIGATIONS

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

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

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

12.4 The Developer shall complete the construction of the building within **4(Four) years** from the date of passing of the Plan subject to Force Majeure.

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

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12.6 The Developer hereby agree and covenant with the land owners not to let out ,mortgage. And/or charge the said premises or any portion thereof which has been allotted to the developer without the consent in writing of the land owners during the period of construction.

ARTICLE XIII - OWNERS' INDEMNITY

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

ARTICLE XIV - DEVELOPER'S INDEMNITY

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

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

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


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Sumitra Kanoria

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MSN BUILDERS


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ARTICLE XV – TAXES

15.1 The land owners and the Developer shall bear their respective Income Tax, Capital gains and any other Liabilities as applicable.

15.2 That the GST which shall be realized from the sale of entire constructed area shall be received by the Developer which may be paid to the Government by the Developer.

15.3 That the Land owners shall pay the GST to the Developer if any part of their allocation is retained by them.

ARTICLE XVI – MISCELLANEOUS

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

16.2 It is understood that from time to time to facilitate the construction of the new building/s at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the land Owners and various applications and other documents may be required to be signed or made by the land Owners relating to which specific

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MSN BUILDERS

Manish Kanoria
PARTNER

provisions may not have been made herein and the land Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the land Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the land Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the land Owners and/or go against the spirit of this Agreement.

16.3 The Developer shall at the time of it's choice frame Scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the land Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Association/ Holding Organization and hereby give their consent to abide by the same.

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

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



Chetan Kanoria.

Sumitra Kanoria

Amit Kanoria



Saurav Kanoria.

MSN BUILDERS



PARTNER

ARTICLE XVII - FORCE MAJURE

17.1 **Meaning** : Force Majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement, which arises from or is attributable to unforeseen occurrences , act events, omissions or accidents which are beyond the reasonable control of the party so prevented and does not arise out of a breach by such party of any of its obligations under this agreement , including without limitation any abnormally inclement weather flood, lightening, storm, fire explosion, earthquake, subsidence structural damage, pandemic, epidemic or other natural physical disaster, failure or storage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either party) or any relevant Government or Court orders.

17.2 **Saving Due to Force Majeure**: if either party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure that party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the owners nor the developer shall be held responsible for any consequences or liabilities under this Agreement if in performing the same by reason of force majeure. Neither party shall deemed to have defaulted in the performance of its contractual obligations whist the performance thereof is prevented by force majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.



Achetm Kanonia.

Sumitra Kanonia

Amit Kanonia



Saurav Kanonia.

MSN BUILDERS



PARTNER

23

ARTICLE XVIII - ARBITRATION

18 In case if any dispute, difference or question arising between the parties hereto with regards to this Agreement, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XIX - JURISDICTION

19 Ld 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 SCHEDULE 'A' ABOVE REFERRED TO DESCRIPTION OF THE LAND BELONGING TO LAND OWNERS HEREOF

ALL that piece or parcel of vacant homestead land measuring 11 Kathas 13 Chhataks 26 sq ft situated at Mouza Siliguri , appertains to and forms part of R.S Plot No 9622, recorded in RS Khatian No.5264/1, J.L. No. 110 (88), Pargana Baikunthapur, P.S. Siliguri, District Darjeeling within the limits of Ward No. 13 of Siliguri Municipal Corporation Area.

Chetan K. Kanoria

Madam Kanoria

Sumitra Kanoria

Amit Kanoria

Nitin Kanoria

Surav Kanoria

MSN BUILDERS

Pranami
PARTNER

24

The said entire land is bounded and butted as follows :-

North 38 ft. wide Pranami Mandir Road.

South Land of Omprakash Agarwala and others.

East Land of MSN Builders

West 15ft wide road.

Schedule 'B' (The land Owner's Allocation)

- (a) That the First Party/Land owners shall be jointly entitled to 60% of the total constructed area in the "Schedule A" Land only.

Schedule "C" The Developer's Allocation :-

- (a) That the Developer shall be entitled to 40% of the total constructed area in the "Schedule A" Land .

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

WITNESSES :

1. Aspal Roy
 36 Sri Anveshwar Roy
 East Chayan Para
 PO - Ahogomali
 P.S - Bhaktinagar
 Dist - Jhapaiguri

Aspal Roy
 Anam Kanoria,
 Sumitra Kanoria
 Amit Kanoria
 Nilita Kanoria
 Saurav Kanoria.

FIRST PARTY

MSN BUILDERS
Manoj Agarwal
 PARTNER

2. Suhana Pen Gummy
 5/10 Ate Sishinkumar Gummy
 South Bharatnagar
 PO-PS Sili Gummy
 Dist Jorjhaling

SECOND PARTY

Drafted by me and
 printed in my office

Manoj Agarwal

MANOJ AGARWAL

Advocate, Siliguri.

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



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

Chetan Kanoria

Signature



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

Chetan Kanoria

Signature



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

Sumitra Kanoria

Signature



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

Amit Kanoria

Signature



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

Nikhil Kanoria

Signature



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

Saurav Kanoria

Signature



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

MSN BUILDERS
Harish
PARTNER

Signature

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Asper Res

Signature of Identifier

Major Information of the Deed



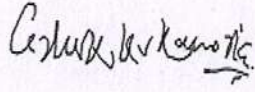


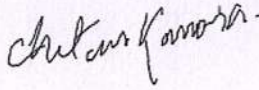


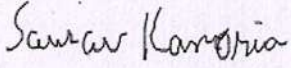
Deed No :	I-0402-02346/2022	Date of Registration	04/08/2022
Query No / Year	0402-2002354884/2022	Office where deed is registered	
Query Date	02/08/2022 2:19:26 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	MANOJ AGARWAL Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7602241704, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
	Rs. 3,58,30,207/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		



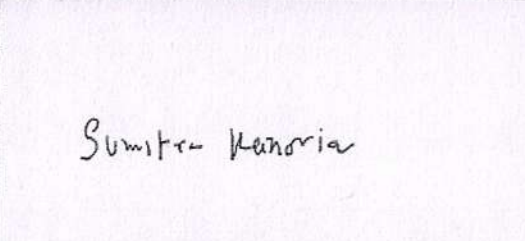


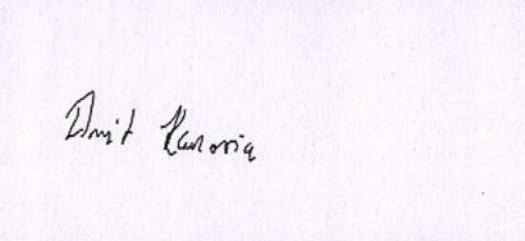


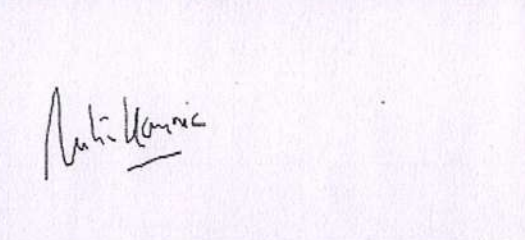
Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: PRANAMI MANDIR ROAD WARD NO 13, Mouza: Siliguri, JI No: 88, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-9622	RS-5264/1	Bastu	Bastu	11 Katha 13 Chatak 26 Sq Ft		3,58,30,207/-	Width of Approach Road: 38 Ft., Adjacent to Metal Road,
Grand Total :					19.5502Dec	0 /-	358,30,207 /-	

Land Lord Details :



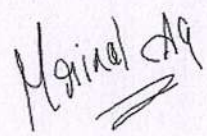
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Ashok Kumar Kanoria (Presentant) Son of Late Gajanand Kanoria Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI 04/08/2022	04/08/2022	
PRANAMI MANDIR ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx5q, Aadhaar No: 34xxxxxxxx5700, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				
2	Name Mr Chetan Kanoria Son of Late Debendra Prasad Kanoria Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI 04/08/2022	04/08/2022	
PRANAMI MANDIR ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: bNxxxxxx7C, Aadhaar No: 35xxxxxxxx3639, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				
3	Name Mr Saurav Kanoria Son of Late Jagdish Prasad Kanoria Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI 04/08/2022	04/08/2022	
3UC MANI TOWER, 3RD FLOOR, 31/41 BINOVA BHAVE ROAD, City:- Not Specified, P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: alxxxxxx7q, Aadhaar No: 43xxxxxxxx0836, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				

4	Name	Photo	Finger Print	Signature
	Smt Sumitra Kanoria Wife of Late Jagdish Prasad Kanoria Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI 04/08/2022	04/08/2022	
3UC MANI TOWER, 3RD FLOOR 31/41 BINOVA BHAVE ROAD, City:- Not Specified, P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx9m, Aadhaar No: 77xxxxxxxx8959, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Mr Amit Kanoria Son of Late Jagdish Prasad Kanoria Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI 04/08/2022	04/08/2022	
3UC MANI TOWER, 3RD FLOOR 31/41 BINOVA BHAVE ROAD, City:- Not Specified, P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx9p, Aadhaar No: 78xxxxxxxx4515, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				
6	Name	Photo	Finger Print	Signature
	Mr Nitin Kanoria Son of Late Jagdish Prasad Kanoria Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office			
	04/08/2022	LTI 04/08/2022	04/08/2022	
3UC MANI TOWER 3RD FLOOR , 31/41 BINOVA BHAVE ROAD, City:- Not Specified, P.O:- Sahapur, P.S:-Behala, District:-South 24-Parganas, West Bengal, India, PIN:- 700038 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: afxxxxxx7e, Aadhaar No: 42xxxxxxxx8781, Status :Individual, Executed by: Self, Date of Execution: 04/08/2022 , Admitted by: Self, Date of Admission: 04/08/2022 ,Place : Office				


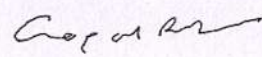
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MSN BUILDERS City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxxx3G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr MRINAL AGARWAL Son of Mr NARESH KUMAR AGARWAL Date of Execution - 04/08/2022, , Admitted by: Self, Date of Admission: 04/08/2022, Place of Admission of Execution: Office			
		Aug 4 2022 2:19PM	LTI 04/08/2022	04/08/2022
CIGARATTE COMPANY COMPOUND, S.F ROAD, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3F, Aadhaar No: 71xxxxxxxx4131 Status : Representative, Representative of : MSN BUILDERS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr GOPAL ROY Son of Mr GUNESHWAR ROY EAST CHAYA PARA, City:- Siliguri Mc, P.O:- GHOGHOMALI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001			
	04/08/2022	04/08/2022	04/08/2022
Identifier Of Mr Ashok Kumar Kanoria, Mr Chetan Kanoria, Mr Saurav Kanoria, Smt Sumitra Kanoria, Mr Amit Kanoria, Mr Nitin Kanoria, Mr MRINAL AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Ashok Kumar Kanoria	MSN BUILDERS-3 Katha 13 Chatak 26 Sq Ft
2	Mr Chetan Kanoria	MSN BUILDERS-4 Katha
3	Mr Saurav Kanoria	MSN BUILDERS-1 Katha
4	Smt Sumitra Kanoria	MSN BUILDERS-1 Katha
5	Mr Amit Kanoria	MSN BUILDERS-1 Katha
6	Mr Nitin Kanoria	MSN BUILDERS-1 Katha

On 04-08-2022

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.

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

Presented for registration at 13:34 hrs on 04-08-2022, at the Office of the A.D.S.R. SILIGURI by Mr Ashok Kumar Kanoria , one of the Executants.

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 3,58,30,207/-

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

Execution is admitted on 04/08/2022 by 1. Mr Ashok Kumar Kanoria, Son of Late Gajanand Kanoria, PRANAMI MANDIR ROAD, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mr Chetan Kanoria, Son of Late Debendra Prasad Kanoria, PRANAMI MANDIR ROAD, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Mr Saurav Kanoria, Son of Late Jagdish Prasad Kanoria, 3UC MANI TOWER, 3RD FLOOR, 31/41 BINOVA BHAVE ROAD, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 4. Smt Sumitra Kanoria, Wife of Late Jagdish Prasad Kanoria, 3UC MANI TOWER, 3RD FLOOR 31/41 BINOVA BHAVE ROAD, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 5. Mr Amit Kanoria, Son of Late Jagdish Prasad Kanoria, 3UC MANI TOWER, 3RD FLOOR 31/41 BINOVA BHAVE ROAD, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business, 6. Mr Nitin Kanoria, Son of Late Jagdish Prasad Kanoria, 3UC MANI TOWER 3RD FLOOR , 31/41 BINOVA BHAVE ROAD, P.O: Sahapur, Thana: Behala, , South 24-Parganas, WEST BENGAL, India, PIN - 700038, by caste Hindu, by Profession Business

Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, EAST CHAYA PARA, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

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

Execution is admitted on 04-08-2022 by Mr MRINAL AGARWAL, PARTNER, MSN BUILDERS (Partnership Firm), City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, EAST CHAYA PARA, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/08/2022 10:15AM with Govt. Ref. No: 192022230089445448 on 03-08-2022, Amount Rs: 21/-, Bank: SBI EPay (SBlePay), Ref. No. 3625206168328 on 03-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

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/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 778, Amount: Rs.5,000/-, Date of Purchase: 12/07/2022, Vendor name: T Roy
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 03/08/2022 10:15AM with Govt. Ref. No: 192022230089445448 on 03-08-2022, Amount Rs: 70,020/-,
Bank: SBI EPay (SBlePay), Ref. No. 3625206168328 on 03-08-2022, Head of Account 0030-02-103-003-02

Syangden

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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2022, Page from 77504 to 77540

being No 040202346 for the year 2022.



Digitally signed by ZOJILA DOLKAR
BHUTIA

Date: 2022.08.12 17:23:28 +05:30

Reason: Digital Signing of Deed.

(Zojila Dolkar Bhutia) 2022/08/12 05:23:28 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)