T- 550। 2020 भारतीय गेर न्यायिक भारत INDIA RUPEES RS. 500

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Specifical Estate Agents & Develope

DEED OF DEVELOPMENT AGREEMENT

This indenture is made on this the 24th day of DECEMBER, Two Thousand Twenty, at Siliguri.

BETWEEN:~

OF DUT

Contd.....P/2

SL. NU. 15675 Date 13, 10, 2020

PURCHASER. Dayering Real Estate Agents of Developers

Full Address. Sulgari

Total Value 500/

Sternp Purchased from JPG Treasury-1

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JAYA RANI DAS
Licence No.1 of 99-2000



Wd. Schlam Hussein When Chlet SHE MET Said

SPAZI

(1)MOHAMMED SADDAM HUSSAIN, [I.T.PAN:AHSPH8023P], [ADDHAR NO 530367533146], Son of Mohammed Sabir Alam, Muslim by religion, Indian by nationality, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, (2)SRI UTTAM CHETTRI,[I.T.PAN:AEXPC0854P],[ADDHAR NO 651245246568], Son of Sri Punya Deo Chettri, Hindu by faith, Indian by nationality, Business by occupation, resident of Bhanu Bhakta Road, Robertson, Old club side, P.O. & P.S. Pradhan Nagar, Darjeeling, (3)MD. JAHUR, [I.T.PAN:AADPZ7211K],[ADDHAR 715376624000]. Son of Late Md. Atiulla, Muslim by religion, Indian by nationality, business by occupation, resident of Naya Busty, Champasari, P.O.& P.S. Pradhan Nagar, Dist. Darjeeling, (4) AFSARIKHATUN, [I.T.PAN:BGZPK7413H], [ADDHAR NO 903021193205], Wife of Md. Jakir Husen, Muslim by religion, Indian by nationality, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, (5) SRI PRAHLAD JAISWAL, [I.T.PAN:AFSPJ7960F],[ADDHAR NO 580001031617], Son of Late Ramabtar Jaiswal, Hindu by faith, Indian by nationality, Business by occupation, resident of Sibaji Nagar, opposite Maa Bhawani Marble Shop, Champasari, Ward No.46 (S.M.C.), P.O. (6) RUKSHANA BEGUM. Darjeeling, Nagar, Siliguri, Dist. [I.T.PAN:AMQPB3361F],[ADDHAR NO 546808649009],Wife of Md. Jahur, Indian by nationality, Muslim by religion, business by occupation, resident of Naya Busty, Champasari, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling-hereinafter collectively called the OWNERS/FIRST PARTY (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the ONE PART.

AND

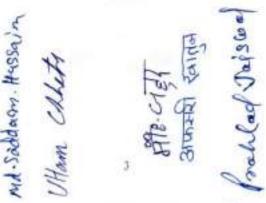
M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners SRI NISITH KUMAR AGARWAL, [I.T.PAN:ACCPA8183G], [ADDHAR NO 491309222381], Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri – hereinafter called the "DEVELOPER/SECOND PARTY" (which term or expression shall mean and include, unless excluded by or repugnant to the context its successors in office, executors, partners, administrators, legal representatives and assigns) of the OTHER PART.

(I) WHEREAS the Owner/First Party No.1 i.e. MOHAMMED SADDAM HUSSAIN, Son of Mohammed Sabir Alam, as named herein above became the absolute owner in possession of all that 7.62 Kathas of land appertaining to and forming part of L.R. Plot No.194 corresponding to R.S. Plot No.71, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.1-8626 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And after purchasing the land as mentioned above the above named Owner/First Party No.1 has duly mutated and recorded his name in respect



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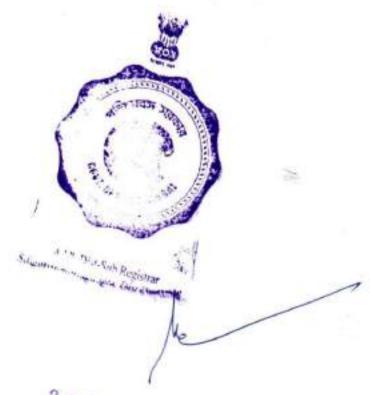
of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.1966 has been opened in his name by the said authority. Thereafter subsequently in the month of July, 2018 the Owner/First Party No.1 i.e. Mohammed Saddam Hussain has sold and transferred all that 2.5 Kathas of land out of his above mentioned land for valuable consideration and at present he is in khas possession of his remaining 5.12 Kathas of land out of his above purchased land.

(II) AND WHEREAS the Owner/First Party No.2 i.e. SRI UTTAM CHETTRI, Son of Sri Punya Deo Chettri, as named herein above became the absolute owner in possession of all that 8.73 Kathas of land appertaining to and forming part of L.R. Plot Nos.190 & 194 corresponding to R.S. Plot Nos.68 & 71, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.I-1463 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Owner/First Party No.2 has duly mutated and recorded his name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.1905 has been opened in his name by the said authority.

(III) AND WHEREAS the Owner/First Party No.3 i.e. MD. JAHUR, Son of Late Md. Atiulla, as named herein above became the absolute owner in possession of all that 6 Kathas of land appertaining to and forming part of L.R. Plot No.190 corresponding to R.S. Plot No.68, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.1-662 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And after purchasing the land as mentioned above the above named Owner/First Party No.3 has duly mutated and recorded his name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.1967 has been opened in his name by the said authority.

(IV) AND WHEREAS the Owner/First Party No.4 i.e. AFSARI KHATUN, Wife of Md. Jakir Husen, as named herein above became the absolute owner in possession of all that 9 Kathas of land appertaining to and forming part of L.R. Plot No.190 corresponding to R.S. Plot No.68, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.1-680 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Owner/First Party No.4 has duly mutated and recorded her name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.1934 has been opened in her name by the said authority.





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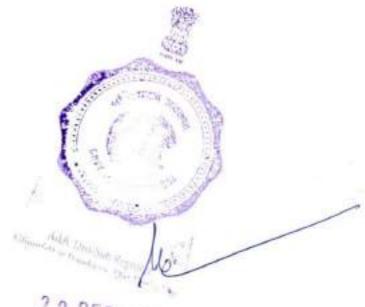
(V) AND WHEREAS the Owner/First Party No.5 i.e. Sri Prahlad Jaiswal, Son of Late Rambharat Jaiswal and his wife namely Smt. Bharti Jaiswal (since deceased) became the absolute co-owners in khas, actual and physical possession of all that 8.37 Kathas or about 0.1381 Acre of land appertaining to and forming part of L.R. Plot Nos.190 & 194 corresponding to R.S. Plot Nos.68 & 71, recorded in the then Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling, by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.1-682 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Sri Prahlad Jaiswal and his said wife have/had duly mutated and recorded their names in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly two new separate L.R. Khatian being No.1821 & 1822 have been opened in their respective names by the said authority.

AND WHEREAS subsequently on 10.03.2019 above named Bharati Jaiswal, W/o Sri Prahlad Jaiswal, died intestate leaving behind her husband i.e. said Sri Prahlad Jaiswal and her two minor sons namely Master Priyanshu Jaiswal and Master Anish Jaiswal as her sole legal heirs and successors who accordingly jointly inherited the undivided 50% share in said 8.37 Kathas or about 0.1381 Acre of land which is measuring about 4.185 Katha or 0.06905 Acre, as per the provisions of the Hindu Succession Act, 1956. It is pertinent to mention here that Sri Prahlad Jaiswal had been appointed as the Guardian of the person and property of said two minor sons namely Master Priyanshu Jaiswal and Master Anish Jaiswal by the Court of the Ld. District Judge, Darjeeling in reference to Act VIII Case No.10/2019 vide order dated 11.11.2019 within the purview of U/Sec 10 of Guardian and Wards Act, 1890.

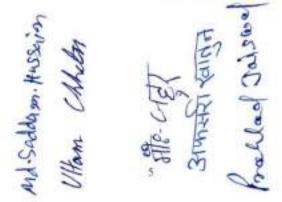
AND WHEREAS subsequently being the natural guardian of said Master Priyanshu Jaiswal and Master Anish Jaiswal, the Owner/First Party No.5 hereof (i.e. Sri Prahlad Jaiswal) as well as by dint of above referred Court order, above named Sri Prahlad Jaiswal finally sold and transferred all that entire 2/3rd undivided share of said Master Priyanshu Jaiswal and Master Anish Jaiswal in the said 4:185 Katha or 0.06905 Acre of land which is measuring about 2.79 Katha or 0.046 Acre of land unto and in favour of M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS (i.e. the Developer/Second Party hereof) through a Deed of Conveyance being document No. 1 - 1204 for the year 2020 registered at the office of the A.D.S.R. Siliguri, at Bagdogra.

AND WHEREAS thereafter the Owner/First Party No.5 hereof (i.e. Sri Prahlad Jaiswal) remained in khas possession of all that remaining 5.58 Katha or 0.0921 Acre of land as recorded in L.R. Khatian Nos.1821 & 3210, having with permanent, heritable and transferable right, title and interest there in free from all encumbrances and charges whatsoever.





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(V)AND WHEREAS the Owner/First Party No.6 i.e. RUKSHANA BEGUM, Wife of Md. Jahur, as named herein above became the absolute owner in possession of all that 5 Kathas of land appertaining to and forming part of L.R. Plot No.190 corresponding to R.S. Plot No.68, recorded in Khatian No.448 (New) & 27 (old), within Mouza Baragharia, J.L. No.82, under P.S. Matigara, Dist. Darjeeling by virtue of purchase for valuable consideration from Shelcon Properties (P) Ltd., a private limited company having its registered office at Hill Cart Road, Siliguri, through a Deed of Conveyance being document No.1-661 for the year 2015 registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And moreover after purchasing the land as mentioned above the above named Owner/First Party No.6 has duly mutated and recorded her name in respect of the said land at the office of the B.L. & L.R.O. Matigara at Shivmandir and accordingly a new L.R. Khatian being No.1968 has been opened in her name by the said authority.

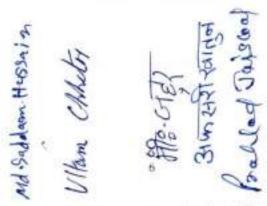
AND WHEREAS all the above mentioned piece or parcels of land belonging to the Owners/First Party hereof are adjacent to each other and together they share common boundary and to give a better shape to the land and also for better utilization of the said land the respective owners of the said land i.e. the Owners/First Party hereof have decided to amalgamate those plots of land to make the same in to a single piece of land with intent to construct a multistorey building jointly upon the same for their common interest and in order to facilitate and to save unnecessary expenses for the said construction of the building, the Owners/First Party of this indenture have mutually agreed and decided to join and put their respective plots of land together and to treat the same as a single piece of land which is measuring about 39.43 Kathas as fully and particularly described in the Schedule herein below.

AND WHEREAS

- A) The Owners/First party hereof being desirous of constructing a multistoried residential complex i.e. Basement + Four storied building(s) consisting several numbers of units i.e. residential Flats/units, car parking, servant's quarter etc. on ownership basis on the aforesaid entire land measuring 39.43 Kathas, as described in the First Schedule herein below, but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the said residential complex in the said plot of land and accordingly the First Party hereto have approached and proposed the Second Party hereof to develop their aforesaid landed property as per sanctioned building plan of the appropriate authorities. The Developer/Second Party herein being a partnership firm engaged in construction business, has agreed to develop and to construct a residential complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.
 - The said premises i.e. the land measuring 39.43 Kathas as described in the First Schedule herein below is free from all encumbrance, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.









C) That the Owners have agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, architects/engineers as per requirement, for the development of the premises as per its own choice and discretion.

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

ARTICLE-I-DEFENITIONS:

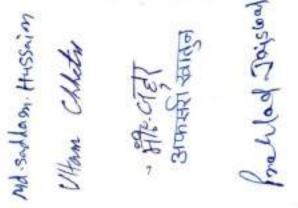
In this Agreement, unless otherwise specifically mentioned.

- The Owners shall mean the above named (1)MOHAMMED SADDAM HUSSAIN, Son of Mohammed Sabir Alam, (2)SRI UTTAM CHETTRI, Son of Sri Punya Deo Chettri, (3)MD, JAHUR, Son of Late Md. Atiulia, (4)AFSARI KHATUN, Wife of Md. Jakir Husen, (5) SRI PRAHLAD JAISWAL, Son of Late Ramabtar Jaiswal, (6) RUKSHANA BEGUM, Wife of Md. Jahur, as referred above, the aforesaid person not only as owners but also as having whatsoever right, title or interest that they may have or have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the First Schedule hereunder written and also their respective heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, and its successor or successors in office, executors and administrators and assigns including its partners at all material times.
- 1.3 Premises shall mean all that piece and parcel of the land measuring 39.43 Kathas more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the concerned appropriate authority.
- Unit shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building or buildings to be constructed at the said premises.
- 1.6 Carpet area shall mean net useable floor of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the Building to be constructed at the said premises.
 - That the plan shall be the plan or plans, elevation, designs, drawings and specifications of the building or buildings as shall be sanctioned by the concerned appropriate authority including modifications or variations thereof which may be made from time to time.



Page 6 of 15





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

1.10 OWNER'S ALLOCATION

The allocation to the First Party/ Owner shall be:

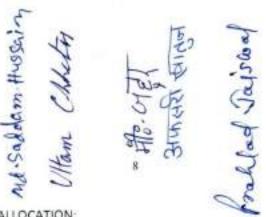
That on completion of the proposed multistoried residential complex (i.e. Basement + Four storied building) in the aforesaid premises the Developer/Second Party shall provide to the Owners/First Party the following allocation in the said residential complex:

SI. No.	Name of the Owner	Allocation
1.	Mohammed Saddam Hussain	One Flat being No. M, at Ground Floor in Block- C with one car parking garage at the basement.
2.	Sri Uttam Chettri	 One Flat being No.M-1, at First floor in Block- C with one car parking garage at the basement; and One Flat being No.N-1, at First Floor in Block- C with one car parking garage at the basement.
3.	Md. Jahur	 One Flat being No. N , at Ground Floor in Block- C with one car parking garage at the basement; and One Flat being No.N-2, at Second floor in Block- C with one car parking garage at the basement.
4.	Afsari Khatun	 One Flat being No.N-3, at Third Floor in Block- C with one car parking garage at the basement; and One Flat being No.M-3 at Third floor in Block- C with one car parking garage at the basement.
5	Sri Prahlad Jaiswal	One Flat being No. P at Ground floor in Block- C with one car parking garage at the basement.
6.	Rukshana Begum	One Flat being No.M-2, at Second floor in Block- C with one car parking garage at the basement.



Page 7 of 15





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1.11 DEVELOPER'S ALLOCATION:

All that other remaining saleable and useable portion of the said proposed multi storey residential complex or building/s including the flats, car parking spaces/garages, servant's quarter etc. in the building to be constructed in the aforesaid premises by the Developer according to the sanctioned building plan of the concerned appropriate authority, together with undivided proportionate share of the land.

- 1.12 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 storey building to purchasers thereof although the same may not amount to a transfer in law.
- 1.13 Transferee shall mean a person, persons, firm, limited company, association or persons to whom any space and/or unit in the building to be constructed at the said premises has been transferred.
- 1.14 Word importing singular shall include plural and vice versa.
- 1.15 Word importing gender shall include all the other genders, i.e. masculine, feminine and neutral gender.

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 OWNER'S RIGHT AND REPRESENTATIONS:

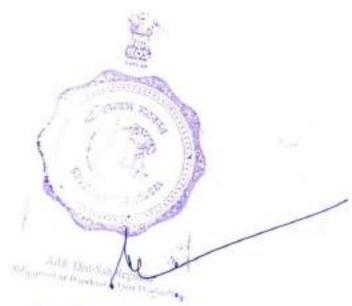
- 3.1 The owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.
- 3.2 Excepting the owners to the extent of their proportionate share in the said amalgamated land, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof as mentioned in the First Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispendences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- 3.4 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owners or any person claiming under them.
- 3.5 That the Owners shall hand over the physical possession of the aforesaid premises in favour of the Developer immediately after execution of these presents.

ARTICLE IV- DEVELOPER'S RIGHT.

4.1 The Owners hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said premises in accordance with the sanctioned plan or with any modification and/or amendment thereto made or caused to be made by the parties hereto.



Page 8 of 15



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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 and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developers' own costs and expenses for sanction.

ARTICLE V- CONSIDERATION

 In consideration of the owner allowing the Developer to develop the said premises the Developer shall provide/allocate owner as mentioned in clause No. 1.10 under Article –I, Definition hereinabove.

ARTICLE VI- PROCEDURE

6. The Owners/First Party shall grant a Power of Attorney in favour of M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS or in favour of any of its Partners/nominee for obtaining necessary permission and/or sanction from different authorities in connection with the development of the new building/s at the said premises and also for pursuing and following up the matter with the Panchayat Samiti and other statutory authorities and for all other matter concerning or related to the project or development including the power to dispose of the Developer's Allocation entirely and the said Power of Attorney shall remain in force until completion of the project and sale out of the entire Developer's Allocation finally. The said power or powers of attorney shall form an integral part of this agreement and remain irrevocable during the subsistence of this agreement.

ARTICLE -VII- BUILDING.

- 7.1 The Developer shall at its own costs, construct erect and complete the new building/s at the said premises in accordance with the sanctioned building plan with good and standard materials as may be specified by the Architects and as set out in the Second Schedule hereunder written. The new building/s shall be of residentialal type and having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the appropriate authority.
- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification as stated in the Second Schedule hereunder shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building at its own costs, pumps, tube well, water storage tanks and provide other facilities as are required to be provided in a multi storied residential building in and around Siliguri having self contained units for sale of constructed area therein on ownership basis and as mutually agreed to.









- 7.4 The Developer shall be authorized in the name of the owners so far as is necessary, to apply for and obtain for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new buildings and other inputs and facilities required for the construction and enjoyment of the building for which purpose all costs charges and expenses therefore shall be born and met by the Developer.
- 7.5 All costs, charges and expenses, including architects, fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the owners shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

ARTICLE VIII- COMMON FACILITIES

8. The Developer shall pay and bear all Panchayat taxes, Khajna, insurance premiums and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of hand over of vacant possession by the owner to the Developer till the date of selling out of the entire saleable area of the building and then the transferee/s shall bear such taxes, fees, etc. in respect of their respective proportion only.

ARTICLE- IX - COMMON RESTRICTIONS

- 9.1 The Owners/Developer shall not use or permit to use in the new building 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 new building.
- 9.2 Neither party shall demolish nor permit demolition of any wall or other structure in the newly constructed building or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.
- 9.3 Both the parties 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, violating and/or breach of any of the said laws, byelaws, rules and regulations.
- 9.4 The respective allotees/transferees including the Owners 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 new buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any part thereof and shall keep each other occupiers of the said building indemnified from and against the consequences of any breach.
 - 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 buildings or buildings



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Page 10 of 15





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or any part thereof and shall keep each other and other occupiers of the building harmless and indemnified from and against the consequences of any breach.

- 9.6 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in corridors or other places for the common use in the new building 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 and in case any such hindrance is caused, the Developer or the owner, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.7 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 new building or in the compounds corridors or any other portion or portions of the new building.

ARTICLE X- OWNERS' OBLIGATIONS

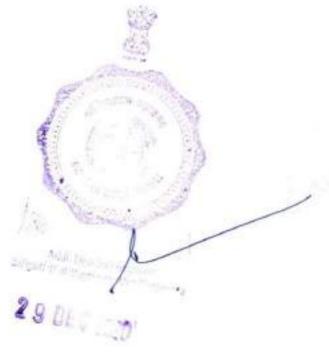
- 10.1 The owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.2 The owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the newly constructed building/s.
- 10.3 That the owners shall at the request of the Developer, if required at any material time, execute the Deed(s) of Conveyance in favour of the prospective buyer/s together with proportionate share and rights in land, common space and passage, stair case, roof etc. as and when asked by the Developer to do so with respect to Developer's allocation as agreed herein above.
- 10.4 It is distinctly understood by and between the parties hereto that while executing and registering the Deed(s) of Conveyance in favour of the prospective buyers the Owners shall not claim or accept any consideration whatsoever and the accounts between the Owners and Developer shall be settled only on completion of the said proposed project entirely.
- 10.5 The owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises;
- 10.6 The owners hereby agree and covenant with the Developer not to let out, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

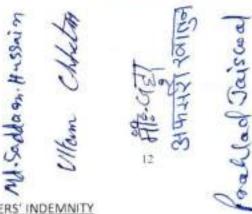
ARTICLE - XI - DEVELOPER'S OBLIGATIONS

11. The Developer hereby agree and covenants with the owners to complete the construction of the new building at the said premises in terms of the sanctioned plan/s within 60 (Sixty) months from the date of sanction of building plan. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part or the Developer in the course of construction.



Darjeeling Resi Estate Agents & Developers
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ARTICLE - XII- OWNERS' INDEMNITY

- 12.1 The owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and on its part to be observed and performed.
- 12.2 The owners hereby undertake to keep the Developer indemnified against all THIRD PARTY claims and actions in respect of the aforesaid premises during the course of construction of the said proposed building.

ARTICLE XIII- DEVELOPER'S INDEMNITY

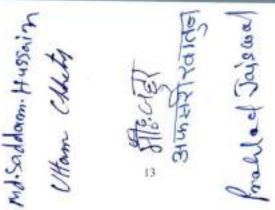
- 13.1 The Developer hereby undertakes to keep the owners indemnified against all THIRD PARTY claims and actions arising out of any sort of act or omission of the Developer in or relation to or arising out of the construction of the said building at the said premises.
- 13.2 The Developer hereby undertakes 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.

ARTICLE XIV- MISCELLANEOUS

- 14.1 The 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 Owner in any manner nor shall the parties hereto constitute as an association of persons.
- 14.2 That it is agreed and understood by the Owners that in near future if the Developer decide to construct a larger in size residential complex upon the said land by amalgamating few more adjoining plots of the said land as described in the First Schedule herein below in that event the Owners shall be under compulsion to sign and execute the necessary Deed of Amalgamation of land or any other instrument as the case may be required for the purpose on request of the Developer. It is furthermore understood by the Owners that in the event of amalgamation of adjoining land for the purpose of constructing a larger in size residential complex as discussed herein above there shall not be in any circumstances any change in the Owners' allocation as described in clause No. 1.10 under Article—I, Definition hereinabove.
- 14.3 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been made herein and the owners hereby undertakes to do all such acts, deeds, and things that may be reasonably required to be done in the matter and the owner shall execute any such additional power(s) of Attorney and/or authority as may be required by the Developer for the purpose







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and the 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, maters and things do not in any way infringe the right to the owners and/or go against the spirit of this agreement.

- 14.4 The Developer shall frame scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Associations/Holding Organization and hereby give their consent to abide by the same.
- 14.5 As and from the date of completion of the new building, the Owners, Developer and/or its transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 14.6 The Developer at its own risk and responsibility may obtain financial assistance/loan from any bank, financial institution or even from individuals for raising funds in order to complete the said project but on no circumstances the Owners will be held liable for repayment of such loan or any part of interest thereof.
- 14.7 That the Owners, Developer and its transferees shall have the common rights in all stair cases, passages, roof etc. of the building and each one shall be entitled to use and utilize the same without causing any disturbance to others.
- 14.8 The Developer shall decide the name of the new building complex to be constructed on the said premises.
- 14.9 That all income tax liability in connection with construction of the aforesaid building and profit arising from the sale of Developer's share in the said building shall be borne by the Developer. The Developer shall pay all GST/ST during construction and purchase of building materials for the said proposed entire building.

ARTICLE X -FORCE MAJEURE

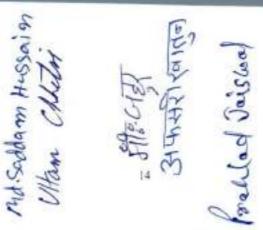
- 15.1 The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.
- 15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVI- ARBITRATION

16. 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.







THE FIRST SHCEDUE ABOVE REFERRED TO DESCRIPTION OF THE PREMISES.

All that piece or parcel of land measuring 39.43 Kathas or 0.654 Acre out of which land measuring 22.987 Kathas appertaining to and forming part of R.S. Plot No.68, L.R. Plot No.190, and land measuring 16.443 Kathas appertaining to and forming part of R.S. Plot No.71, L.R. Plot No.194, recorded in Khatian No.448 (L.R.), 27 (R.S.), in Mouza Baragharia, J.L. No.82, Sheet No.1, within the jurisdiction of P.S. Matigara, Pargana Patharghata, Dist. Darjeeling.

The said land is butted and bounded as follows:

By North

: 23 Feet Non-Metal Road;

By South

: Land in L.R. Plot No.194;

By East By West : Land of Gyan Jyoti College; : Land OF Sandeep Arora & Others

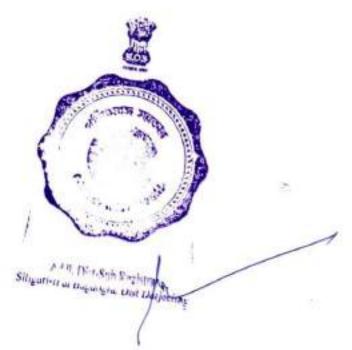
THE SECOND SCHEDULE REFERRED HEREINABOVE. SCHEDULE "B"

The details of fixtures, fittings, amenities, standard materials to be provided in the new building or buildings are as follows:

- All structural concrete work like columns shaft foundation, tie beam, slab, lintel, chajja, will be of M 15 grade concrete 33 grade (or higher) cement and FE 415 grade reinforcement bars will be used confirming to relevant i.S.I. Code.
- All outside and inside brick wall be of 125mm thick brick work with 1st class local brick in 1:6 cement mortar.
- All outside and inside walls will be plastered with 12 mm thick, cement with 1:6 cement mortar.
- All roof ceiling will be plastered with 6mm thick. Cement plastered with 1:4 cement mortar.
- Marble & Tiles floors for all Rooms. Common Areas.
- Standard Quality Hindustan or similar sanitary fitting and Glazed tiles up to door level/6 feet height in bathroom.
- 7. All inside water supply lines in toilet will be concealed type and G.I. pipes/PVC pipes and G.I. fittings. All external water supply lines, waste water lines and soil lines will be of approved grade P.V.C pipes. All toilet plumbing fitting like bib cock, pillar cock, stop cock will be C.P.



Page 14 of 15



2 9 DEC 2020

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written.

WITNESSES

1. marchanpoddat

JÄGMOHAN PODDAR S/o Sri Rohit Poddar, Millanpally, Siliguri. P.O. & P.S. Siliguri. District Darjeeling. Pin:734005 Md. Saddam. Hussain UHam Chlety

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Preblad Taiswal

शैक्साना

Darjeelin (OWNERS) Agents & Developers

(DEVELOPER)

Drafted by me as per instructions of the parties, printed in my office and I read over and explained the contents of this agreement to the

parties.

[DEBDIP DUTTA]

Advocate, Siliguri Enrol. No. WB/762/2003

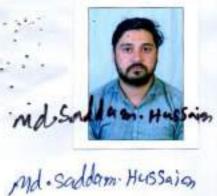
Page 15 of 15



2 9 DEC 2020'

FINGER PRINTS OF

MOHAMMED SADDAM HUSSAIN

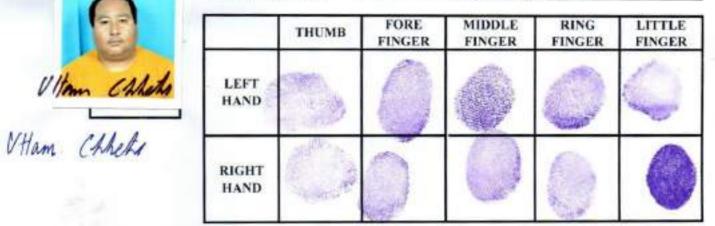


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Md · Saddam. Hussain SIGNATURE

FINGER PRINTS OF

UTTAM CHETTRI



Ollow Chets SIGNATURE

FINGER PRINTS OF

MD. JHAUR

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SIGNATURE







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FINGER PRINTS OF

AFSARI KHATUN

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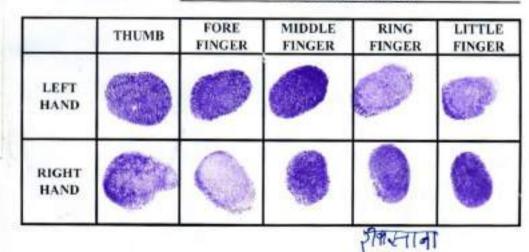
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RIGHT HAND					0

Prahlad Jaiswal

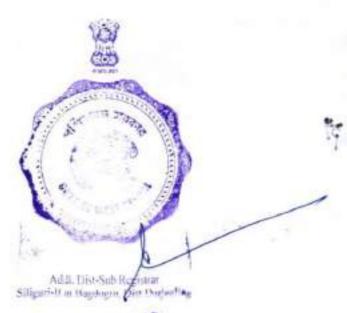
FINGER PRINTS OF

RUKSHANA BEGUM



रीमार्ना ना

SIGNATURE



2 9 DEC 2020

FINGER PRINTS OF: SRI NISITH KUMAR AGARWAL

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Partner

Darjeeling Real E	State Agents & Developery
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FINGER PRINTS OF:

Passport Photo

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SIGNATURE





Md-Saddam · Hussain





आरत सरकार

Government of India



उत्तम छेत्री Uttam Chettri

जन्म तिथि/DOB: 14/01/1977 पुरुष / Male

6512 4524 6568



आधार - आम आदमी का अधिकार

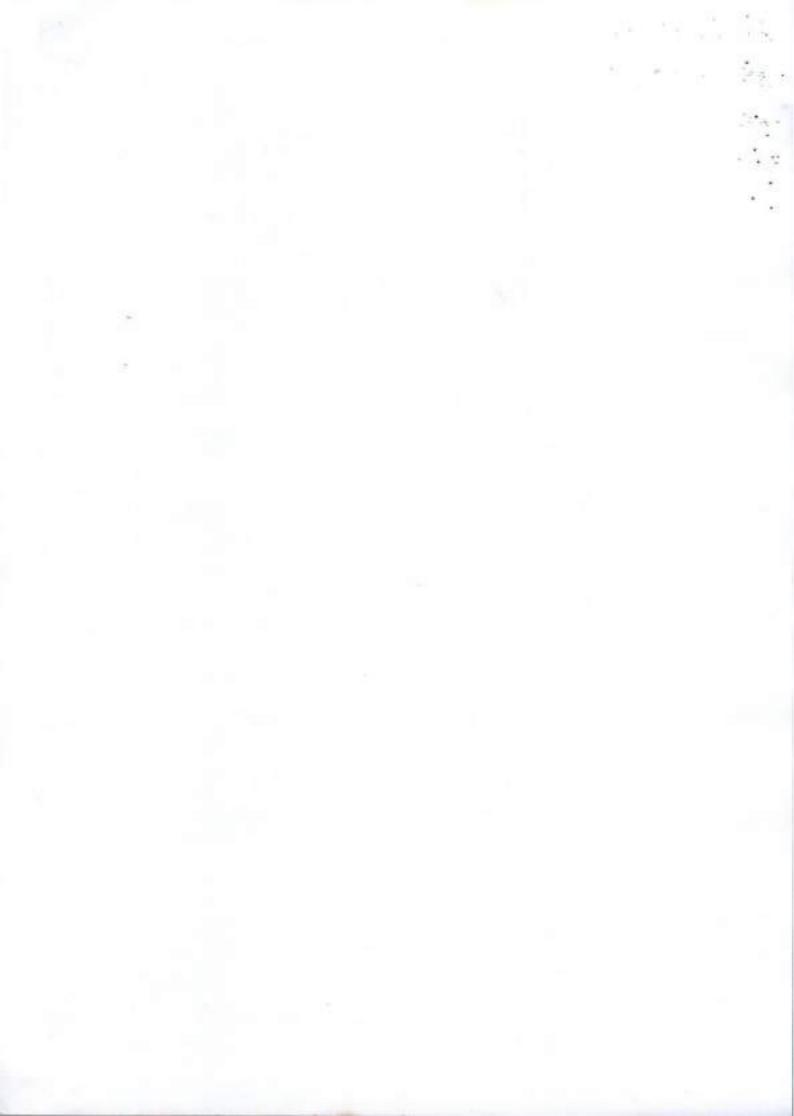
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Address: S/O: Punya Chettri, DR.ZAKIR HUSSAIN ROAD, GLEAN HOUSE, Darjeeling, Darjeeling, West Bengal, 734101

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ভারত সরকার Government of India



মহম্মন জহর Md Jahur জন্মতারিখ/DOB: 15/12/1972 পুরুষ/ MALE



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আমার আধার, আমার পরিচয়



ভারতীয় বিশিষ্ট পরিচ্য প্রাধিকরণ Unique Identification Authority of India

ঠিকানা: নেতাজি রোড, নয়াবন্তী, -, চম্পাসারি, নাজিলিং, পশ্চিম বঙ্গ - 734003

Address: NETAJI ROAD, NAYABUSTY, -, Champasari, Darjeeling, West Bengal - 734003



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आयकर विभाग

भारत सरकार GOVT. OF INDIA

INCOME TAX DEPARTMENT



AADPZ7211K



MOHAMMED JAHUR

ATULLAH SHEKH

HACTER



15/12/1972

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In case this card is last / found, kendly inform / recurs to a Income Tax PAIN Services Unit, UTILTSL. Plat No. 3, Service 11, CBD Belapur, Navi Mumbai - 400 614.

यह कार्ड को जाने पर कृपका कृषित की / शीटाए : आध्या पैन लेवा पूर्नीर, UTAFESE प्लाट सं. ३, केवटर ११, भी. भी. भी. केव्यपूर, जो पूर्वा - ४०० ६९४.

मीह-टाइर





ভারত সরকার

Government of India



অফসরি বেশম Afsari Begam

পতি: মহ, আকির হোসেন

Husband : Md. Jakir Hossain

জনতাবিধ / DOB: 17/02/1988 মহিলা / Female

9030 2119 3205



আধার – সাধারণ মানুষের অধিকার



ভারতীয় বিশিষ্ট গুরিচ্য প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা:, নেতাজি ব্রেচ, নয়াবন্তী, -চম্পাসারি, চম্পাসারী, দাজিনিং পশ্চিম বল

Address: NETAJI ROAD, NAYABUSTY, -, Champasari, Darjeeling, Champasari, West Bengal, 734003

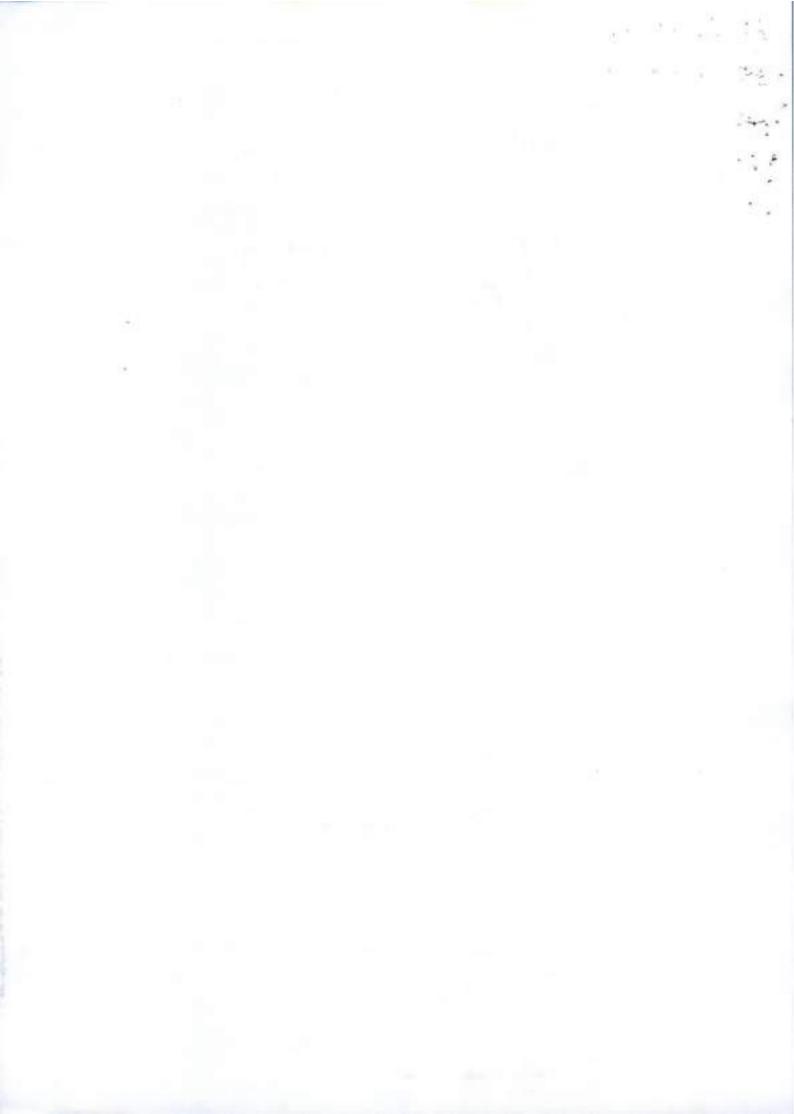
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अफसरी खातुन





Brahlad Jaiswal







প্রসুদ জয়সওয়াল Prahlad Jaiswal জন্মাবিদ্য ১০৪: 10/11/1971 TOTH / MALE



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আমার আধার, আমার পরিচয়



नारवीकविकाय पहचार प्राधिकरण

ঠিকানা: Address:
চাম্পাসারি মেইন হোড়, সিবাজী চুনাম্বং ১৯৫৯৪, সেরাজীর চুনাম্বং ১৯৫৯৪, সেরাজীর:
লগর, চম্পাসারি, গাজিলিং, Danceling,
পদ্মি বল - 734003

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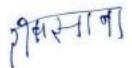
MERA AADHAAR, MERI PEHACHAN

Prallad Taiswal











INCOMETAX DEPARTMENT GOVT. OF INDIA

RUKSHANA BEGAM

SHEQUE KHUSH MAHAMAD

01/01/1981

Permanent Account Number

AMQPB3361F

Signature

रीकारमाना





Darjeeling Real Estate Agents & Developers

Partner



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Government of India



নিশিথ কুমার আগরওয়াল Nisith Kumar Agarwal

পিতা : ভিমরাজ অগরওয়াল

Father : BHIMRAJ AGARWAL জন্মতারিখ / DOB : 12/01/1972

পুরুষ / Male



4913 0922 2381

्राधात आधात

ভারতায় বিশ্ব পারচ্য প্রাধকরণ Unique Identification Authority of India

ঠিকানা:
শ্যামা কুঁজ ওয়াড 40, প্রনামি
স্কুল রোড লাস্ট, শিলিগুড়ি,
শিলিগুড়ি (পৌরসভা),
সেবকরোড, জলপাইগুড়ি, পশ্চিম
বঙ্গা, 734001

Address:

shyama kunj ward number 40, PRANAMI school road last, SILIGURI, Siliguri (M.Corp.), Sevoke Road, Jalpaiguri, West Bengal, 734001

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Major Information of the Deed

Deed No :	I-0403-05501/2020			
Query No / Year		Date of Registration	29/12/2020	
Query Date	0403-2001689932/2020	Office where deed is re	nietored	
Applicant Name, Address	15/12/2020 9:48:32 AM	0403-2001689932/2020		
& Other Details	Debdip Dutta Nazrul Sarani, Opposite Akash Nursing Home, Ashrampara, Siliguri,Thana : Siliguri District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8927368550, Statu			
Transaction	THE RESERVE OF THE PARTY OF THE		. 0927368550, Status	
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agreement	greement or Construction		THE PERSON NAMED IN COLUMN NAM	
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[0110] Sale, Development A agreement Set Forth value Stampduty Paid(SD) Rs. 40,000/- (Article:48(g))	greement or Construction			

Land Details:

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Baragharia-(082), JI No: 82, Pin Code : 734010

Sch	Number	Khatiar Number	Land	Use	Area of Land	SetForth	Market	JI No: 82, Pin Cod
L1	LR-194 (RS	LR-1966	Bastu	Bastu	5.12 Katha	value (in Rs.	Value (In Rs.	L CONTRACTOR OF THE CONTRACTOR
	:-)	CHOICE PROPERTY.			0.12 Natha		28,15,169	- Width of Approach
L2	1.00	LR-1905	Bastu	Bastu	1.8 Katha			Road: 23 Ft.
	:-)				1.0 Kaula		9,89,708/	- Width of Approach
L3	LR-194 (RS	LR-1905	Bastu	Bastu	6.93 Katha			Road: 23 Ft.,
	:-)		Historia .		0.55 Nama		38,10,376/	Width of Approach
L4	LR-190 (RS	LR-1967	Bastu	Bastu	6 Katha			Road: 23 Ft.,
	-)				o Katila		32,99,026/	Width of Approach
L5	LR-190 (RS	LR-1934	Bastu	Bastu	9 Katha			Road: 23 Ft.,
	:-)			10.00	a Nama		49,48,540/-	Width of Approach
L6	LR-190 (RS	LR-1821	Bastu	Bastu	0.775 Katha			Road: 23 Ft.,
	:-)	10000	1000	- 11010	U. 113 Natila		4,26,125/-	Width of Approach
L7	LR-194 (RS	LR-1821	Bastu	Bastu	3.41 Katha			Road: 23 Ft.,
	:-)	77000-9670			5.41 Nama		18,74,947/-	Width of Approach
L8	LR-190 (RS	LR-3210	Bastu	Bastu	0.412 Katha			Road: 23 Ft.,
_	:-)				0.412 Natha		2,26,533/-	Width of Approach
L9	LR-194 (RS	LR-3210	Bastu	Bastu	0.983 Katha			Road: 23 Ft.,
	:-)		EDWE .	Justo	0.903 Katna		5,40,491/-	Width of Approach
10	LR-190 (RS	LR-1968	Bastu I	Bastu	5 Katha			Road: 23 Ft.,
	-)	4-100000000			3 Natha		27,49,189/-	Width of Approach
		TOTAL:			65.0595Dec			Road: 23 Ft.,
	Grand	Total:				0 /-	216,80,104 /-	
					65.0595Dec	0 /-	216,80,104 /-	



Land Lord Details :

10	Name, Address, Photo, Finger	print and Signa	ture	State of the state
1	Name Mohammed Saddam	Photo	Finger Print	
	Hussain Son of Md Sabir Alam Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of Admission: 29/12/2020 , Place : Office	2812/2020		My Soddam Huss
1	Naya Busty,	***(02020)	29/12/2020	29/12/2020

Champasari, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AHxxxxxx3P, Aadhaar No: 53xxxxxxxxx3146, Status :Individual, Executed by: Self, Date of Execution: 29/12/2020

, Admitted by: Self, Date of Admission: 29/12/2020 ,Place: Office

Name	Photo	Finger Print	NAME OF THE OWNER OWNER OF THE OWNER O
Shri Uttam Chettri Son of Shri Punya Deo Chettri Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of Admission: 29/12/2020 ,Place : Office	8		VIlam CAleti
Bhanu Bhakta Road	29/12/2020	29/12/2020	29/12/2020

Bhanu Bhakta Road,

Roberston.

Old Club Size, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx4P, Aadhaar No: 65xxxxxxxx6568, Status :Individual, Executed by: Self, Date

, Admitted by: Self, Date of Admission: 29/12/2020 ,Place: Office

Name	Photo	Finger Print	Clanature
Mohammed Jahur (Presentant) Son of Late Md Atiulla Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of Admission: 29/12/2020 ,Place : Office			# Signature
	29/12/2020	29/12/2020	39/12/2020

Naya Busty, Champasari, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: AAxxxxxx1K, Aadhaar No: 71xxxxxxxx4000, Status :Individual, Executed by: Self, Date of Execution: 29/12/2020

, Admitted by: Self, Date of Admission: 29/12/2020 ,Place: Office



Name Photo Afsari Khatun Finger Print Signature Wife of Md Jakir Husen Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of अफसरी खातुन Admission: 29/12/2020 ,Place : Office 29/12/2020 LTI

Naya Busty, Champasari, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of: India, PAN No.:: BGxxxxxx3H, Aadhaar No: 90xxxxxxxx3205, Status :Individual, Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of Admission: 29/12/2020 ,Place: Office

Name	Photo	12/2020 ,Place :	Office
Shri Prahlad Jaiswal Son of Late Ramabtar	N PHOTO	Finger Print	Signature
Jaiswal Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of Admission: 29/12/2020 ,Place : Office			Prabled Jaisbood
Sibaji Nagar, Opposite Maa i	29/12/2020	29/12/2020 LTI	29/12/2020

Sibaji Nagar, Opposite Maa Bhawani Marble Shop,

C, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.::

AFxxxxxx0F, Aadhaar No: 58xxxxxxxxx1617, Status : Individual, Executed by: Self, Date of

Admitted by: Self, Date of Admission: 29/12/2020 ,Place: Office

Name	Photo	Finger Print	Clause
Rukshana Begam Wife of Md Jahur Executed by: Self, Date of Execution: 29/12/2020 , Admitted by: Self, Date of Admission: 29/12/2020 ,Place : Office	A STATE OF		Signature
laya Busty,	29/12/2020	29/12/2020	29/12/2020

Champasari, P.O:- Pradhannagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Female, By Caste: Muslim, Occupation: Business, Citizen of:

India, PAN No.:: AMxxxxxx1F, Aadhaar No: 54xxxxxxxx9009, Status :Individual, Executed by: Self, Date of Execution: 29/12/2020

, Admitted by: Self, Date of Admission: 29/12/2020 ,Place: Office

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
	Darjeeling Real Estate Agents & Developers Neelkamal Plaza, Hillcart Road, Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: AAxxxxxx4L, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative



Representative Details:

Name	Photo	Finger Print	
Shri Nisith Kumar Agarwal	-	Cinger Print	Signature
Son of Late Bhimraj Agarwal Date of Execution - 29/12/2020, , Admitted by: Self, Date of Admission: 29/12/2020, Place of Admission of Execution: Office	The state of the s		wholeten my
hvamakuni Dunishin Din	Dec 29 2020 11:56AM	LTI 29/12/2020	29/12/2020
engal India PIN 734000 0	:- Haiderpara, P	S:- Bhaktinagar,	Siliguri Mc, District:-Jalpaiguri, Wation: Business, Citizen of: India,

Identifier Details :

Name	Photo	Finger Print	Cinnatura
Shri Jagmohan Poddar Son of Shri Rohit Poddar Milanpally, Sillguri, P.O:- Sillguri Bazar, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734005	0		Signature
dentifier Of Mohammed Saddom Hu	29/12/2020	29/12/2020	29/12/2020

Identifier Of Mohammed Saddam Hussain, Shri Uttam Chettri, Mohammed Jahur, Afsari Khatun, Shri Prahlad Jalswal, Rukshana Begam, Shri Nisith Kumar Agarwal

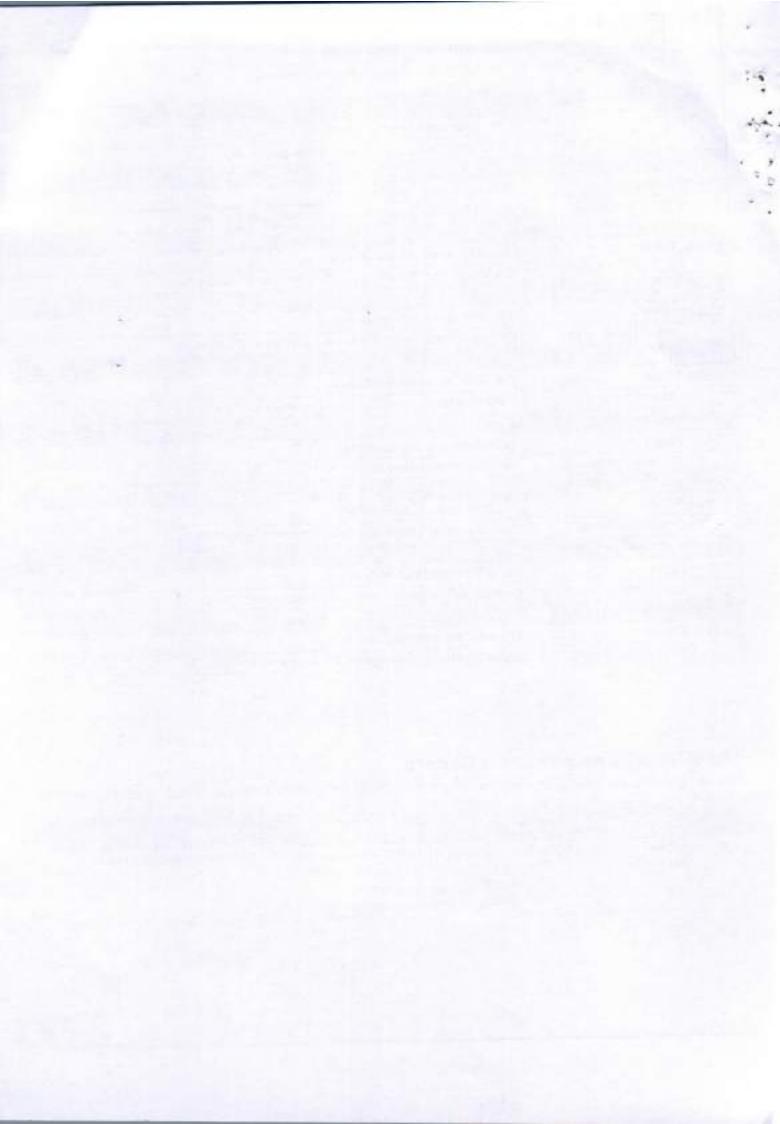


SIN	sfer of property for L1	
-		To. with area (Name-Area)
1	Mohammed Saddam Hussain	Darjeeling Real Estate Agents & Developers-8.448 Dec
Tran	sfer of property for L1	0
SI.No	From	To. with area (Name-Area)
1	Rukshana Begam	Darieeling Real Estate Assats & B
Trans	sfer of property for L2	Darjeeling Real Estate Agents & Developers-8.25 Dec
SI.No	From	To. with area (Name-Area)
1	Shri Uttam Chettri	Darjeeling Real Estate Agents & Developers-2.97 Dec
Trans	fer of property for L3	gents & Developers-2.97 Dec
SI.No	From	To. with area (Name-Area)
1	Shri Uttam Chettri	Darjeeling Real Estate Agents & Developers-11.4345 Dec
Trans	fer of property for L4	g residence Agents & Developers-11,4345 Dec
SI.No	From	To. with area (Name-Area)
1	Mohammed Jahur	Darjeeling Real Estate Agents & Developers-9.9 Dec
Trans	fer of property for L5	Developers-9.9 Dec
SI.No	From	To. with area (Name-Area)
1	Afsari Khatun	Darjeeling Real Estate Agents & Developers-14.85 Dec
	er of property for L6	S Sevelopers-14.85 Dec
SI.No	From	To. with area (Name-Area)
	Shri Prahlad Jaiswal	Darjeeling Real Estate Agents & Developers-1.27875 Dec
ransf	er of property for L7	9-11-27-075 DBC
SI.No	From	To. with area (Name-Area)
	Shri Prahlad Jaiswal	Darjeeling Real Estate Agents & Developers-5.6265 Dec
ransfe	er of property for L8	
I.No		To. with area (Name-Area)
	Shri Prahlad Jaiswal	Darjeeling Real Estate Agents & Developers-0.6798 Dec
	or of property for L9	THE PARTY ENDINGS OF THE PARTY
I.No	From	To. with area (Name-Area)
	Shri Prahlad Jaiswal	Darjeeling Real Estate Agents & Developers-1.62195 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Baragharia-(082), Jl No: 82, Pin Code : 734010

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English
L1	LR Plot No:- 194, LR Khatian No:- 1966	Owner:মহ: সামান হসেন, Gurdian:মহ: সাবি আল, Address:ন্মা বন্ধী চম্পামারী , Classification:বাস্ত, Area:0.09000000 Acre.	as selected by Applicant Mohammed Saddam Hussain



La	No:- 1905	Owner:উত্তম ছেত্ৰী, Gurdian:পুলাদেও Address:প্ৰধানৰগর , Classification:বাস্ত, Area:0.030000 Acre,	The state of the s
L3	No:- 1905	Owner:উত্তম ছেত্ৰী, Gurdian:পুৰুত্বও Address:প্ৰধাননগর , Classification:বাস্ত, Area:0.1100000 Acre,	1 - 1503
L4	LR Plot No:- 190, LR Khatian No:- 1967	Owner:মহ: জহর, Gurdian:মৃত মহ আডিউল, Address:ল্য়া বল্লী চম্পাদারী , Classification:বাস্ত, Area:0.10000000 Acre,	Mohammed Jahur
L5	LR Plot No:- 190, LR Khatian No:- 1934	Owner:Afsari Khatun, Gurdian:Md Jaki Huse, Address:Naya Basti Champasari Pradhan Nagar, Classification:বাস্ত, Area:0.15000000 Acre,	Afsari Khatun
L6	LR Plot No:- 190, LR Khatlan No:- 1821	Owner:প্রয়াদ জন্মদোয়াল, Gurdian:মৃ রামাবভা, Address:চম্পাদারী , Classification:বাস্ত, Area:0.02000000 Acre,	Shri Prahlad Jaiswal
L7	LR Plot No:- 194, LR Khatian No:- 1821	Owner:গ্রহ্লাদ জ্যুসোয়াল, Gurdian:মৃ রামাবতা, Address:চম্পাসারী , Classification:বাস্ত, Area:0.05000000 Acre,	Shri Prahlad Jaiswal
L8	LR Plot No:- 190, LR Khatian No:- 3210	Owner:প্রহ্লাদ জয়সওয়াল, Gurdian:রামবভা জয়সওয়া, Address:নিজ , Classification:বাস্ত, Area:0.00400000 Acre,	Shri Prahlad Jaiswal
L9	LR Plot No:- 194, LR Khatian No:- 3210	Owner:লয়াদ জরসঙ্যাল, Gurdian:রামবভা জরসঙ্যা, Address:শিজ , Classification:বাস্ত, Area:0.02000000 Acre,	Shri Prahlad Jaiswal
L10		Owner:Smt Rukshana Begam, Gurdian:M Jahu, Address:Naya Basti Champasari Pradhan Nagar, Classification:বাস্ত্ৰ, Area:0.08000000 Acre,	Rukshana Begam



Endorsement For Deed Number : I - 040305501 / 2020

On 29-12-2020

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

Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48

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

Presented for registration at 10:58 hrs on 29-12-2020, at the Office of the A.D.S.R. BAGDOGRA by Mohammed Jahur

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

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

Execution is admitted on 29/12/2020 by 1. Mohammed Saddam Hussain, Son of Md Sabir Alam, Naya Busty. Champasari, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Muslim, by Profession Business, 2. Shri Uttam Chettri, Son of Shri Punya Deo Chettri, Roberston.

Old Club Size, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 3. Mohammed Jahur, Son of Late Md Atiulia, Naya Busty, Champasari, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Muslim, by Profession Business, 4. Afsari Khatun, Wife of Md Jakir Husen, Naya Busty, Champasari, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Muslim, by Profession Business, 5. Shri Prahlad Jaiswal, Son of Late Ramabtar Jaiswal, Sibaji Nagar, Opposite Maa Bhawani Marble Shop,

C, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN -734003, by caste Hindu, by Profession Business, 6. Rukshana Begam, Wife of Md Jahur, Naya Busty, Champasari, P.O: Pradhannagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Muslim, by Profession Business

Indetified by Shri Jagmohan Poddar, . , Son of Shri Rohit Poddar, Millanpally, Siliguri, P.O. Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession

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

Execution is admitted on 29-12-2020 by Shri Nisith Kumar Agarwal, partner, Darjeeling Real Estate Agents & Developers (Partnership Firm), Neelkamal Plaza, Hillcart Road.

Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Shri Jagmohan Poddar, , , Son of Shri Rohit Poddar, Millanpally, Siliguri, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/12/2020 5:13PM with Govt. Ref. No: 192020210182707411 on 28-12-2020, Amount Rs: 7/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 143740118 on 28-12-2020, Head of Account 0030-03-104-001-16



Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 500/-, Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 15675, Amount: Rs.500/-, Date of Purchase: 13/10/2020, Vendor name: J R Das Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 28/12/2020 5:13PM with Govt. Ref. No: 192020210182707411 on 28-12-2020, Amount Rs: 39,500/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 143740118 on 28-12-2020, Head of Account 0030-02-103-003-02

Suraj Lepcha ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA Darjeeling, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0403-2020, Page from 136923 to 136964
being No 040305501 for the year 2020.



Sury house.

Digitally signed by SURAJ LEPCHA Date: 2020.12.30 11:04:29 +05:30 Reason: Digital Signing of Deed.

(Suraj Lepcha) 2020/12/30 11:04:29 AM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA West Bengal.

(This document is digitally signed.)

