

4789/23

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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W-248990

Commission Case No. 585/23

DM  
01-6-23  
7-55

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PRIME BUILDERS  
Binay Bhawan  
Partner

PRIME BUILDERS  
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Partner



### DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 31<sup>st</sup> DAY OF MAY 2023 (TWO THOUSAND AND TWENTY-THREE)

Q 200129 3028/23

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

*DM*  
Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

13 JUL 2023

SL. NO. 7084 Date 18, 5, 2023

PURCHASER Prime Builders

Full Address Siliguri

Total Value 1000/-

Stamp Purchased from JPG Treasury-1

*Signature*



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

*Signature*



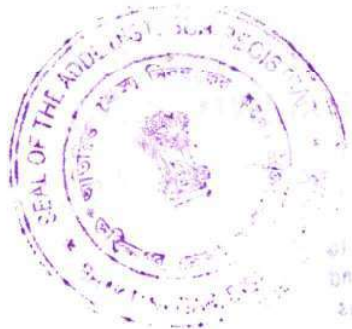
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प्रभा के अंशदाता



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PRIME BUILDERS  
Binay Agarwal  
Partner



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*Signature*  
Jhanu Biswas  
S/o - R. Biswas  
Sevoke Road, Seliguri  
Darjeeling, West Bengal

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

01 JUN 2023

PRIME BUILDERS  
Rudra  
Partner

1586

**B E T W E E N**

A) **SRI OMPRAKASH AGARWAL**, [PAN ACRPA8890K], Son of Late Puran Chand Agarwala , Business by occupation, Indian by Nationality, Hindu by religion, resident of Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri (W.B.), hereinafter together called the "**FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, legal representatives, administrators and assigns) of the "**FIRST PART**".

AND

B) **SMT PUSHPA DEVI AGARWAL**, [PAN AGMPA6931A], Wife of Sri Omprakash Agarwal, Housewife by occupation, both Indian by Nationality, Hindu by religion, resident of Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri (W.B.), hereinafter together called the "**SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, legal representatives, administrators and assigns) of the "**SECOND PART**".

A N D

C) **M/S. PRIME BUILDERS** [PAN: ABAFP2985N], a Partnership Firm, having principal office at Punjabi Para, Sevoke Road, Siliguri, PIN 734001 District Darjeeling, in the State of West Bengal, and hereinafter referred to as "**THIRD PARTY**" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include its partners, successors in office, administrators, representatives and assigns) represented by two of its partners, 1. **SRI BINAY AGARWAL** Son of Omprakash Agarwal, Hindu by religion, Businessman by occupation, Indian by nationality, resident of Shiv Mandir Road, Punjabi Para, Post Office and Police Station Siliguri, PIN 734 001, District Darjeeling (W.B.) 2. **SRI RAJESH KUMAR AGARWAL** Son of Mahadeo Prasad Agarwal, Hindu by religion, Business by occupation, Indian by nationality, resident of S/o Mahadeo Prasad Agarwal, Narayani Bhawan, 27, Sevoke Road, Dist. Darjeeling, Siliguri, 734001, District Darjeeling (W.B.) of the "**THIRD PART**".

The **FIRST PARTY** and **SECOND PARTY** are hereinafter individually referred to as such and together referred to and known as **LANDOWNERS**;

The **THIRD PARTY** is hereinafter referred to and known as **DEVELOPER**.

The **FIRST to THIRD PARTY** are hereinafter together referred to as '**PARTIES**'.

**AND WHEREAS** for the purpose of an integrated development of the said Scheduled Land, First Party and Second Party hereto have decided to develop the said Scheduled Land by constructing a real estate project thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, they were looking for a prospective Developer to construct the same.

PRIME BUILDERS

Binay Agarwal

Partner

PRIME BUILDERS

Rajesh

Partner

Yashu Gopal Singh

Signature



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**AND WHEREAS** the First Party **OM PRAKASH AGARWAL** purchased land measuring 12 Katha 8 Chattak appertaining to R.S. Plot No.268 of Mouza Dabgram of Sheet No. 8 recorded in the R.S. Khatian No. 556, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Sale duly executed by **PAWAN KUMAR AGARWALA** registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Document No. 5722 for the year 1991.

**AND WHEREAS** the Second Party **PUSHPA DEVI AGARWAL** purchased land measuring 6 Katha appertaining to R.S. Plot No.268 of Mouza Dabgram of Sheet No. 8 recorded in the R.S. Khatian No. 556, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Sale duly executed by **GEETA DEVI AGARWALA** registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Document No. 5720 for the year 1991.

**AND WHEREAS** the Second Party **PUSHPA DEVI AGARWAL** also purchased land measuring 6 Katha 8 Chattak appertaining to R.S. Plot No.268 of Mouza Dabgram of Sheet No. 8 recorded in the R.S. Khatian No. 556, P.S. Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Sale duly executed by **PAWAN KUMAR AGARWALA** registered in the office of the District Sub Registrar, Jalpaiguri recorded in the Book No. I, Document No. 5721 for the year 1991.

**AND WHEREAS** the First Party and the Second Party prayed for the mutation of the aforesaid land with the Office of the B.L.&L.R.O, Rajganj and the said office after proper verification of all the Deeds and other documents duly mutated the aforesaid land in their respective names and opened up the following L.R. Khatians:-

OWNER	L.R.PLOT NO.	L.R.SHEET NO.	L.R. KHATIAN	AREA decimal
Om Prakash Agarwal	125	24	389	20
Pushpa Devi Agarwal	125	24	388	21

**AND WHEREAS** the First Party and the Second Party prayed for the conversion of the aforesaid land with the Office of the S.D.L.&L.R.O, Jalpaiguri and the said office after proper verification of all the Deeds and other documents duly converted the character of the aforesaid land from Danga to Bastu:-

OWNER	Conversion Case No.
Om Prakash Agarwal	753/SDDLRO(S)/JAL/2021 DATED 23/08/2021
Pushpa Devi Agarwal	752/SDDLRO(S)/JAL/2021 DATED 23/08/2021

**AND WHEREAS** the First Party and the Second Party amalgamated their aforesaid land and made it one single piece of land of measuring 25 Kathas in total by virtue of a Deed of Amalgamation and the said amalgamated land is more fully described in the Schedule herein below which is forming the subject matter of these presents.

*Agarwal*

*12/11/21 23/08/2021*

**PRIME BUILDERS**  
*Binaay Agarwal*  
**Partner**

**PRIME BUILDERS**  
*Agarwal*  
**Partner**



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**AND WHEREAS** the Third Party being possessed of sufficient expertise in business of construction and development of real estate and has necessary infrastructure and resources in this field approached the First Party and Second Party to develop the said Scheduled Land by constructing a real estate project thereon, to which the First Party and Second Party has agreed on the terms and conditions stated hereunder.

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

**1. SUBJECT MATTER OF AGREEMENT**

**1.1. DEVELOPMENT AND COMMERCIAL EXPLOITATION OF THE SAID SCHEDULE LAND:** Terms and Conditions agreed between Land Owner and Developer with regard to development and commercial exploitation of the land measuring 25 Katha, more or less, situated within Mouza Dabgran, more particularly described in Schedule 'D' hereinbelow.

**2. REPRESENTATIONS, WARRANTIES AND BACKGROUND**

**2.1. LANDOWNER'S REPRESENTATIONS :**

2.1.1. The Landowners, by virtue of land purchased by each of them from time to time, is collectively the legal and rightful Owner being absolutely seized and possessed of and well and sufficiently entitled to land constituting the Schedule Land more particularly described in Schedule herein below. There is no claim or interest and/or demand over in respect of the Schedule Land and/or any portions thereof.

2.1.2. **NO DISPUTE RELATING TO STATUTORY OUTGOINGS :** The said Scheduled Land is free from all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement which have been paid/are payable in full by the Landowners.

2.1.3. **NO PREVIOUS AGREEMENT :** Save as expressly mentioned in this Agreement, the Landowners have not dealt with their rights in the said Scheduled Land in any manner nor created any right, title or interest therein in favor of any third party in any manner whatsoever or howsoever and has/have not entered into or been party to any agreement of any nature whatsoever including but not limited to agreement for sale, transfer, lease, development, assignment etc. in respect of the said Scheduled Land save as expressly mentioned herein.

2.1.4. **NO ATTACHMENT :** The rights of the Landowners in the said Scheduled Land never was or is subject to any attachment under the Public

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**PRIME BUILDERS**

*Binay Agrawal*

**Partner**

**PRIME BUILDERS**

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**Partner**



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Demands Recovery Act, 1913 or the Income Tax Act, 1961 or any other statute for the time being in force and there are no certificate cases or proceedings pending against the said Scheduled Land.

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2.1.5. **NO INVESTIGATION** : The rights of the Landowners in the said Scheduled Land is not the subject of any investigation, inquiry, process or request for information in respect of any aspect of the rights of the Landowners in the said Schedule Land by any authority, governmental body, department, board or agency etc. which may in any manner affect or impact the rights of the Landowners in the said Scheduled Land and/or the rights granted herein and no such procedures are pending nor do any such facts exist which are likely to give rise to any such procedure.

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2.1.6. **COMPLIANCES MADE** : Compliances are being made and have at all times been made and shall continue to be made with all applicable laws, statutes, by-laws, permits, obligations, statutory instruments and requirements with respect to the said Scheduled Land, its occupation, possession, use etc. and the Landowners shall continue to make such compliances in connection with the performance of its obligations under this Agreement and will not do or permit anything to be done which may cause or otherwise result in a breach of this Agreement or cause any detriment to the transaction herein envisaged.

2.1.7. **NO PREJUDICIAL ACT**: The Landowners shall not transfer or alienate their rights in the said Scheduled Land or cause any matter which may prejudicially or adversely affect, hinder, impair the right of the Developer in the said Scheduled Land for its sole purpose of development under the specific terms of this Agreement.

**PRIME BUILDERS**  
*Binay Agrawal*  
Partner

**2.2 LANDOWNER'S OBLIGATIONS :**

2.2.1 The Landowner's hereby agree and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from executing Agreement to sell, accept advance/ part payment or full consideration money, and sign, execute and register proper Deed of Sale/Conveyance in the units under the Developers Allocation Area constructed on the said Scheduled Land.

**PRIME BUILDERS**  
*Binay Agrawal*  
Partner

2.2.2 The Landowners hereby agree to sign, execute and register General Power of Attorney or conveyances as required by the Developer in favor of the Developer and/or its nominees for selling, accepting advance/part payment or full consideration for the saleable area in the units under the Developers Allocation Area constructed on the said Scheduled Land.

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**2.3 DEVELOPER'S REPRESENTATIONS:**

**2.3.1 INFRASTRUCTURE, EXPERTISE AND FINANCIAL CAPACITY OF DEVELOPER :**The Developer has adequate financial capacity to carry out and complete the entire development process as per sanctioned building plan and representations made to prospective customers of flats/units in brochures or any other advertisement material.

**2.3.2. PLEA FOR NON-COMPLETION :** The Developer shall not at any point take pleathat the development in the said Schedule Land cannot be carried out due to lack of financial capacity including any cost enhancement ( arising out of escalation in prices of materials, labor, fuel, etc. ) in completing the said project in habitable condition.

**2.3.3 DEVELOPER HAS AUTHORITY :** The Developer have full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.

**2.4 DEVELOPER'S RIGHT:** The Developer is fully authorized to develop the scheduled land by constructing units on the said Scheduled Land and deal with prospective purchasers of such space/units/area as it deems fit and proper. The Developer is entitled to enter into agreement for sale with intending purchasers for the entire constructed saleable area of the units under the Developers Allocation Area constructed on the said Scheduled Land and collect and retain the entire consideration money/ advances and other payments there from at any stage and for the purpose of entering into such agreement or to execute and register proper Deed of Sale/ Conveyance along with handover of different units constructed to the intending purchaser/s, it shall not be obligatory on the part of the Developer to obtain any further consent of the Landowners and this Agreement by itself shall be treated as Landowners' consent provided the Developer shall comply with all other obligations of the Developer to the Landowners under this Agreement.

**2.5 DECISION TO COLLABORATE FOR DEVELOPMENT :** The Developer have collaborated with the Landowners for the purpose of development of the project in the said Scheduled Land.

**2.6 FINAL TERMS & CONDITIONS :** Pursuant to the above and relying on the representations made by the Parties to each other and the terms agreed upon by the Parties, the final terms and conditions for the said Project (defined in Clause 3.1) are being recorded by this Agreement.

**3. BASIC UNDERSTANDING**

**3.1 SALIENT FEATURES OF SAID PROJECT :** It has been agreed between the

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**PRIME BUILDERS**

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**Partner**

**PRIME BUILDERS**

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**Partner**



  
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Landowners and the Developer that the said Scheduled Land shall be developed by constructing thereon ready-to-use residential building with common amenities and facilities (collectively Said Complex and individually Block) and commercially exploiting the Said Complex for the benefit of the Parties hereto (such development and commercial exploitation collectively said Project). The other salient features of the Said Project shall be as follows :

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**3.1.1 COMMERCIAL EXPLOITATION OF THE SAID COMPLEX :** The said Complex shall be commercially exploited by transferring the independent flats with amenities in the Said Complex (units) to prospective transferees [collectively Transferees, which expression includes, without limitation or exception all persons who agree to buy Units and shall include the Developer for the unsold units under the Developer's Allocation Area in the Said Complex at the end of the Said Project.

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**3.1.2 CONSTRUCTION AS PER BUILDING PLAN :** The Developer shall at its own cost get sanctioned from the concerned sanctioning authority (after having received all consents, licenses, permissions, authorizations, certifications, registrations and/or approvals from requisite Government Departments or authorities, such as Fire and Safety Department, Department of Telecom, Airport Authority of India, any other department as applicable and pertaining to the requirement for development of the Said Project) a building plan for construction of the said Project.

**3.1.3 COSTS OF DEVELOPMENT :** The Developer shall bear and pay all costs and expenses of and relating to the Said Project and shall have absolute right and full authority to appoint consultants, advisors, contractors, sub-contractors, agents, sub-agents etc.

**PRIME BUILDERS**  
*Binay Agarwal*  
Partner

**4. APPOINTMENT AND COMMENCEMENT**

**4.1 APPOINTMENT AND ACCEPTANCE :** The Parties hereby accept the Basic Understanding between them as recorded in Clause 3 above and all other terms and conditions concomitant thereto. Consequent thereto, the First Party and Second Party hereby appoints the Third Party as the Developer of the said Schedule Land with the right of execution and implementation of the Said Project and the Third Party hereby accepts the said appointment by the First Party and Second Party.

**PRIME BUILDERS**  
*Binay Agarwal*  
Partner

**4.2 COMMENCEMENT AND TENURE:** This Agreement commences and shall be deemed to have commenced on and with effect from the date of this Agreement and shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.



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## 5.SANCTION & CONSTRUCTION

5.1 **SURVEY & MEASUREMENT:** The said Premises has been surveyed and measured jointly by the Parties and the measurements given in Schedule 'D' of this Agreement are final.

5.2 **ARCHITECT & CONSULTANTS :** The Developer shall appoint and pay the professional fee, supervision charges, all costs and expenses of the Architect and/or any other consultant engaged in connection with construction work of the said Project and the Landowners shall have no liability or responsibility in respect thereof.

5.3 **STATUTORY COMPLIANCES :** The Developer shall ensure and shall pay all statutory liabilities relating to development of the said Project on a timely basis which includes but is not limited to Labour Laws, Goods & Service Tax - Direct or on Reverse Charge, Income Tax or any other law or Act in force either presently or in the future. Further, the Developer shall attend to all assessments/proceedings/notices raised under any law or Act in relation to development of the project and the Landowners shall have no liability or responsibility in respect thereof. However, the Income Tax liability pertaining to the Landowners as Capital Gains or otherwise by virtue of this agreement and any TDS liability against the sale proceeds received against Landowners allocation shall be the responsibility of the Landowners.

5.4 **CONSTRUCTION AS PER SPECIFICATION:** The Developer shall, at its own cost, risk and responsibility, construct, erect and complete the said Complex by adhering to the sanctioned plans, common to all Units of the said Complex.

5.5 **COMPLETION TIME:** With regard to completion of said Project, it has been agreed between the parties that subject to Force Majeure (defined in Clause 18 below), the Developer shall construct the said Project within a period of 36 months i.e. Completion Time, from the date of approval of Building Plan. The word 'completion' and its grammatical variants shall mean habitable and tenantable state with water supply, sewage connection, electrical installation and all other facilities / amenities as be required to be provided to make the units ready for use and occupation with completion certificate issued by Architect.

5.6 **COMMON PORTIONS :** The Developer shall, at its own costs, install and erect in the said Complex, the common areas and amenities such as Stairways, Lifts, Firefighting Apparatus, Passages, Driveways, Common Lavatories, Electric Meter Spaces, Pump Rooms, Reservoirs, Overhead Water Tanks, Water Pumps And Motors, Water Connection, Drainage And Sewerage Connection, Community Facility, Recreational and other facilities required for establishment, enjoyment

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PRIME BUILDERS  
Binay Agrawal  
Partner

PRIME BUILDERS  
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Partner



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maintenance and management of the said Complex (collectively Common Portions).

**5.7 BUILDING MATERIALS :** The Developer shall apply for and obtain at its own costs, quotas, entitlements and allocations for Cement, Steel, Bricks and other building materials and inputs required for construction of the said Complex and the Landowners shall have no liability or responsibility therefore. It is clarified that the Landowners shall not interfere under any circumstances in the procurement of the building materials by the Developer in respect of construction of the said Complex. It is further clarified that the Developer shall not delay or constraint in the procurement of the aforesaid construction materials as it may lead to delay in completion time except as for force majeure (defined in Clause 18 below).

**5.8 TEMPORARY CONNECTION :** The Developer shall apply for and obtain at its own costs, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the Developer shall be entitled to use the existing electricity and water connection, if any, at the said Scheduled Land, upon payment of all usage and other applicable charges and the Landowners shall have no liability or responsibility therefore.

**5.9 MODIFICATION :** Any amendment or modification to the building plan may be made or caused to be made by the Developer. Cost of such modification shall be borne entirely by the Developer and the Developer shall not be entitled to seek extension of the completion time on ground of such modifications of the subsequent approvals of the same from the relevant authorities.

**5.10 CO-OPERATION:** Neither party shall indulge in any activity that may be detrimental to the said project and / or which may affect the mutual interest of the parties. The parties shall provide all cooperation that may be necessary for successful completion of the said project.

## 6. POWERS AND AUTHORITIES

**6.1 POWER OF ATTORNEY:** The Landowners shall sign, execute and register a General Power of Attorney in favor of the partners of the Developer, M/s. PRIME BUILDERS for the purpose of [a] getting the building plan sanctioned along with sanctioning and obtaining the LUC ( Land Use Compatibility Certificate), Fire License, Aviation, NOC or any documents related to building plan sanction from the Authorities concerned in this regards, [b] construction of the said complex and compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder and [c] the proper and uninterrupted exercise of implementing the right and authorities granted or intended to be granted to the Developer hereunder (including those relating to entering into agreement to sell, receive advances or part payment or full consideration money from such sale from intending purchasers, also sign, execute and register Deed of Conveyances/

*Agreement*

*2021 2021 3-11-2021*

PRIME BUILDERS

*Binay Agarwal*

Partner

PRIME BUILDERS

*Binay Agarwal*

Partner



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Sale in favor of such intending purchasers).

6.2 **FURTHER ACTS:** Notwithstanding grant of the General Power of Attorney, the Landowners hereby undertakes to execute, as and when necessary, all papers, documents, plans etc. that may be necessary for enabling the Developer to perform all obligations under this agreement, as and when necessary, all papers, documents, plans etc. that may be necessary.

## 7. CONSIDERATION & RECEIPTS

7.1 **LANDOWNER'S ALLOCATION :** In consideration of the Landowners allowing the Developer to develop the said Scheduled Land, the Developer shall allot and handover two numbers of 3BHK residential flats in the 5<sup>th</sup> floor of the building (one each to Sri Om Prakash Agarwal and Smt Pushpa Devi Agarwal) and shall also remit 40% of the sale proceeds received by it from the sale of total saleable area in the said Complex to be constructed on the said Scheduled Land in the following manner:

NAME OF PARTY	PERCENTAGE OF LANDOWNER'S SHARE OF PROCEEDS (%)
PUSHPA DEVI AGARWAL	20.00
OMPRAKASH AGARWAL	20.00
TOTAL	40.00

7.2 **DEVELOPER'S ALLOCATION :** The Developer shall receive the remaining 60 % of the total proceeds from the sale of units constructed on the scheduled land except two numbers of 3BHK residential flats in the 5<sup>th</sup> floor of the building allotted one each to Sri Om Prakash Agarwal and Smt Pushpa Devi Agarwal.

## 8. SALE, MARKETING AND PROJECT FINANCE

8.1 **SALE OF UNITS :** The Developer shall be entitled to deal with / transfer the Units and parking space in the said complex. It is however clarified that the Developer alone shall be entitled to receive and appropriate from intending Purchasers/Transferees all deposits and extra charges including [1] charges for Transformer, Electricity Line Cost, Electric Equipment and Cabling, [2] charges for other amenities, collapsible gates if provided [3] deposits and advance for maintenance charges and [4] GST charges as applicable on the sale of units and parking space on the units constructed on the said Scheduled Land. For permanent electric connection to the Unit/s, the Transferees shall pay the deposits demanded by W.B.S.E.D.C.L and / or other agencies. It is however clarified that the said charges are irrespective of the Developer's/ Owner's allocation and the same shall not be treated as consideration of the saleable area.

PRIME BUILDERS  
Binay Agarwal  
Partner

PRIME BUILDERS  
Binay Agarwal  
Partner

PRIME BUILDERS

Agarwal



8.2 **MARKETING** : The parties shall in due course evolve and agree upon the methodology and standard operating procedure of marketing of their respective allocations and such agreement, when arrived at and recorded, shall be deemed to have been incorporated in this agreement and made a part hereof.

8.3 **INSURANCE** : The Developer shall be entitled to take coverage of insurance of the buildings or any part or portion thereof or any building material and / or workmen during the construction work. The Developer shall be responsible for payment of all premiums thereof.

## 9. TAXES AND OUTGOINGS

9.1 **RELATING TO PERIOD PRIOR TO THIS AGREEMENT**: All municipal taxes, land revenue and outgoings (collectively taxes) on the said Scheduled Land relating to the period till the date of this Agreement, whether as yet demanded or not, shall be borne, paid and discharged by the Landowners . It is made specifically clear that all taxes outstanding up to such date shall remain the liability of the Landowner and such dues shall be borne and paid by the Landowners as and when called upon by any Statutory Authority.

9.2 **RELATING TO PERIOD AFTER THIS AGREEMENT**: All taxes on the said Scheduled Land relating to the period after the date of this Agreement shall be borne, paid and discharged by the Developer. It is made specifically clear that all taxes outstanding for the aforesaid period shall remain the liability of the Developer and such dues shall be borne and paid by the Developer as and when called upon by any Statutory Authority.

9.3 **RELATING TO A PERIOD AFTER TRANSFER/BOOKING**: On and from the Transfer/Booking, the Transferees shall pay the Taxes applicable to their respective Units.

## 10. MAINTENANCE SCHEME

10.1 **MAINTENANCE** : The Developer shall frame a scheme for the management and administration of the said Complex.

10.2 **MAINTENANCE CHARGE** : As and from the Transfer Date, the Transferees shall become responsible for proportionate payment of all charges for maintenance and upkeep of the common portions in the said Complex (Maintenance Charge). The maintenance charge shall be fixed by the Developer and till such maintenance and upkeep is handed over to the Association, the Developer or an agency nominated by the Developer to discharge the functions of maintenance and upkeep shall collect the maintenance charge.

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**PRIME BUILDERS**  
*Binay Agrawal*  
**Partner**

**PRIME BUILDERS**  
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**Partner**



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## 11.COMMON RESTRICTIONS

11.1 **APPLICABLE TO ALL** : All Transferees shall be subject to the same restrictions as are applicable to ownership buildings, intended for common benefit of all occupiers of the said Complex.

## 12.INDEMNITY

12.1 **BY DEVELOPER** : The Developer hereby indemnifies and agrees to keep the Landowners saved, harmless and indemnified of, from and against any and all actions, suits, costs, proceedings, claims losses, damages or liabilities (whether criminal or civil) that the Landowners may suffer in relation to the said project and / or to the development of the said Scheduled Land and / or to the construction of the said Complex and / or defects therein and those resulting from breach of this Agreement by Developers, including any act of neglect or default of Developer's consultants, employees and / or Developer's Transferees and any breach resulting in any successful claim by any third party in connection with the above or non-compliance of any statutory laws or violation of any permission, rules, regulations or bye-laws or arising out of any construction related accident or otherwise.

12.2 **BY LANDOWNERS** : Landowners hereby indemnifies and agrees to keep Developer saved, harmless and indemnified of from and against any and all actions, suits, costs, proceedings, claims losses, damages or liabilities (whether criminal or civil) suffered by Developer in relation to any defect in rights of Landowners in the said Scheduled Land and / or any encumbrance or liability whatsoever thereon and those resulting from breach of this Agreement by Landowners, including any act of neglect or default of Landowner's consultants, employees and / or Landowner's Transferees and any breach resulting in any successful claim by any third party in connection with the above.

## 13.MISCELLANEOUS.

13.1 **PARTIES ACTING UNDER LEGAL ADVICE** : Each party has taken and shall take their own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other party shall not be responsible for the same.

13.2 **ESSENCE OF CONTRACT** : Landowners and Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

13.3 **DOCUMENTATION** : Developer shall be responsible for meeting all costs and expenses towards execution and registration of this Agreement and any document for giving effect to all or any of the terms and conditions set out in this

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PRIME BUILDERS  
*Bincy Agnew*  
Partner

PRIME BUILDERS  
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Partner



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Bhakti Nagar, Dist-Jajpur

01 JUN 2023



Agreement. Landowner shall however pay legal fees and other professional charges for any advice not common to interest of the parties in the said project.

13.4 **VALID RECEIPT** : Landowner shall pass valid receipts of all amounts paid under this Agreement.

13.5 **NO IMPLIED WAIVER** : Failure or delay by either party to enforce any right under this Agreement shall not amount to an implied waiver of any such right.

13.6 **FURTHER ACTS** : It is hereby clearly understood and agreed by and between the Landowners and the Developer that if any act, deed or thing is required to be done or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or West Bengal Housing Industry Regulation Act, 2017, it shall be joint responsibility of the Landowner and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and rules framed thereunder from time to time and for such purpose the Landowners and the Developer shall co-operate with each other at all times hereafter.

13.7 **NO DEMISE OR ASSIGNMENT** : Nothing in these presents shall be construed as a demise or assignment or conveyance in law of the said Scheduled Land or any part thereof to Developer by the Landowners or as creating any right, title or interest therein in favour of Developer except to develop the said Scheduled Land in terms of this Agreement.

#### 14. TERMINATION

14.1 **NO TERMINATION** : None of the parties shall be entitled to cancel or rescind this Agreement without recourse to Arbitration. In the event of any default on the part of either party, the other party shall be entitled to claim specific performance of this Agreement and also for damages and the parties agree that the Arbitration Tribunal shall be empowered to award specific performance and additionally also to award damages and other such reliefs.

#### 15. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous discussions/correspondence and Agreements between the parties, oral or implied but does not impact any correspondence or Agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement and shall govern and bind the parties.

#### 16. COPIES

16.1 **ALL ORIGINALS** : Only one copy of this Agreement is being executed which

*Handwritten signature*

52001 201 31/10/21

PRIME BUILDERS

*Binay Aggarwal*

Partner

PRIME BUILDERS

*Handwritten signature*

Partner



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

01 JUN 2023

shall be registered and the original of such registered copy shall be retained by Developer i.e. Third Party and shall be the property of Developer. The Landowners i.e. First Party and Second Party shall have a certified copy of the registered Agreement.

*Agreement*

**17. SUPERSESION**

This Agreement constitutes the entire Agreement between the parties and revokes and supersedes all previous discussions /correspondence and Agreements between the parties, oral or implied but does not impact any correspondence or Agreement made contemporaneously or hereafter, which shall all be deemed to be part of and included in this Agreement and shall govern and bind the parties.

*12/11/15 12/11/15 12/11/15*

**18. FORCE MAJEURE**

**18.1 MEANING OF FORCE MAJEURE :** The parties shall not be held responsible for any consequences or liabilities under this Agreement if the parties are prevented in meeting the obligation under this Agreement by reason [1] acts of god [2] acts of nature.

**18.2** Saving due to force Majeure : If either party is delayed in or prevented from performing any of their / its obligations under this Agreement by any event of force majeure, such party shall be deemed not to have defaulted in the performance of their / its contractual obligations whilst 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.

**PRIME BUILDERS**  
*Binary Agreement*  
**Partner**

**19. SEVERANCE**

**19.1 PARTIAL INVALIDITY :** If any provisions of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provisions to circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**PRIME BUILDERS**  
*[Signature]*  
**Partner**

**19.2 DELETION OF INVALID PROVISION:** If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.



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Addl. Dist Sub-Registrar  
Shakti Nagar, Dist-Jatsaigar

01 JUN 2023

19.3 **REASONABLE ENDEAVOR FOR SUBSTITUTION** : The parties agree, in the circumstances referred above, to use all reasonable endeavor to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

*[Handwritten signature]*

**20. RESERVATION OF RIGHTS**

20.1 **RIGHT TO WAIVE** : Any term or condition of this Agreement may be waived at any time by the party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such party.

*[Handwritten signature]*

20.2 **FORBEARANCE** : No forbearance, indulgence or relaxation or inaction by any party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of that provisions.

20.3 **NO WAIVER** : Any waiver or acquiescence by any party of any breach of any o the provisions of this Agreement shall not be construed as awaiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and / or position other than as expressly stipulated in this Agreement.

**PRIME BUILDERS**  
*[Handwritten signature]*  
Partner

20.4 **NO CONTINUING WAIVER** : A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either party to require due and punctual performance of any obligation by the other party shall constitute a waiver of such obligation of the other party or the dueand punctual performance thereof by such other party and it shall notin any manner constitute a continuing waiver and / or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such party may otherwise have in law or in equity.

**PRIME BUILDERS**  
*[Handwritten signature]*  
Partner

**21. AMENDMENT / MODIFICATION**

21.1 **EXPRESS DOCUMENTATION**: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties an expressly referring to the relevant provision of this Agreement.

*[Handwritten checkmark]*



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Addl. Dist Sub-Registrar  
Bhakti Nagar, Dist-Jalpaiguri  
01 JUN 2023

## 22. NOTICE

22.1 **MODE OF SERVICE:** Any legal notice for default under this Agreement (Notice) or other written communication given under or in connection with this Agreement (Communication) may be delivered personally, or by facsimile transmission, or sent by registered post with acknowledgement due to the proper address mentioned below, or email as given below and such notice shall be deemed to be a valid notice only if given in the following addresses:

- Omprakash Agarwal, Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri-734001, Email Id:agarwalje1@gmail.com
- Pushpa Devi Agarwal, Shiv Mandir Road, Near Upkar Medical, Punjabi Para, Siliguri-734001., Email Id:ppbinay1@gmail.com.
- M/s. Prime Builders, Punjabi Para, Sevoke Road, Siliguri- 734001, Email Id:primebuilders012@gmail.com.

22.2 **TIME OF SERVICE :** Any notice or communication shall be deemed to have been served [1] if delivered personally, at the time of delivery [2] if sent by facsimile transmission, at the time of transmission (if sent during business hours ) or at the beginning of business hours next following the time of transmission (if not sent during business hours), in the place to which the facsimile was sent and [3] if sent by registered post, on the 4th day of handing over the same to the postal Authorities.

22.3 **PROOF OF SERVICE :** In providing such service it shall be sufficient to prove that personal delivery was made or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the Notice or communication showing the recipient's facsimile number and the number of pages transmitted or in the case of registered post, that notice or communication was properly addressed and delivered to the postal Authorities.

22.4 **ELECTRONIC MAIL :** Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served.

## 23. ARBITRATION

23.1 **REFERRAL OF DISPUTES TO ARBITRATION :** Any and all disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement between the Landowners and the Developers (collectively disputes), shall be referred to and finally resolved by Arbitration by an Arbitrator in terms of the Arbitration and Conciliation Act, 1996. The interim/final award given by the Arbitrator shall be binding on the parties hereto.

Agarwal

PDA 12/11/2011

PRIME BUILDERS

Binay Agarwal

Partner

PRIME BUILDERS

Subodh

Partner



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

01 JUN 2022



## 24. JURISDICTION

24.1 **COURT** : The Courts at Jalpaiguri only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

## 25. RULES OF INTERPRETATION

25.1 **PRESUMPTIONS REBUTTED** : It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of parties to the said Scheduled Land and /or this Agreement.

25.2 **STATUTES** : In this Agreement, any reference to a statute, statutory provision or sub-ordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statute, statutory provision or subordinate legislation shall be construed as including references to all statutory instruments, orders regulations or other subordinate legislation made pursuant to that statute, statutory provision or subordinate legislation.

25.3 **NUMBER** : In this Agreement, any reference to singular includes plural and vice-versa.

25.4 **GENDER** : In this Agreement, words denoting any gender including all other genders.

25.5 **PARTY** : In this Agreement any reference to a party is to a party to this Agreement.

25.6 **CLAUSE OR PARAGRAPH** : In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form part of and are deemed to be incorporated in this Agreement.

25.7 **INCLUDING** : In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

25.8 **HEADINGS** : In this Agreement headings, are inserted for convenience of

*[Handwritten signature]*

*[Handwritten signature]*

**PRIME BUILDERS**  
*[Handwritten signature]*  
**Partner**

**PRIME BUILDERS**  
*[Handwritten signature]*  
**Partner**



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

01 JUN 2023

reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.

25.9 **DEFINITIONS** : In this Agreement, words put in brackets and in bold print define the word, phrase and expression immediately preceding.

### SCHEDULE

#### (OF THE AMALGAMATED LAND OWNED BY THE FIRST PARTY & SECOND PARTY OF THESE PRESENTS.)

ALL that a piece and parcel of vacant land measuring **25 Katha** appertaining to **R.S. Plot No. 268** corresponding to **L.R. Plot No. 125** of Mouza – **DABGRAM** of **R.S. Sheet No.8** corresponding to **L.R. Sheet No. 24** recorded in **R.S. Khatian No. 556** corresponding to **L.R. Khatian Nos. 389, 388 P.S. BHAKTINAGAR** in the District of **JALPAIGURI**. SMC Ward No.41.

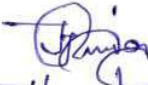
The aforesaid land is butted and bounded as follows:-

NORTH : PLOT NO. 268(PART),  
SOUTH : 20 FEET WIDE ROAD.  
EAST : LAND OF PLOT NO. 268(PART).  
WEST : LAND OF RADHESYAM AGARWAL & ORS. AND 23.5 FEET WIDE ROAD.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand this day, month and year first above written.

WITNESS:

1.

  
Jhanu Biswas  
S/o - R. Biswas  
Sevoke Road, Siliguri of  
Darjeeling, West Bengal



मुद्रा देवी अग्रवाल

**LAND OWNERS**  
**PRIME BUILDERS**

Binay Agarwal

Partner


**PRIME BUILDERS**



Partner

**DEVELOPERS**

2. Subhanor Mandal  
S/o - Late. Dilip Mandal  
Gopal chandra Saha  
Koiderpara, Siliguri  
734001











Drafted & Printed in my office.  




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

01 JUN 2023

# FINGER IMPRESSION











	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT					
RIGHT					

*Bincy*

**PRIME BUILDERS**  
*Bincy Agawal*

**Partner**

SIGN.

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT					
RIGHT					

*Rudra*

**PRIME BUILDERS**

*Rudra*  
**Partner**

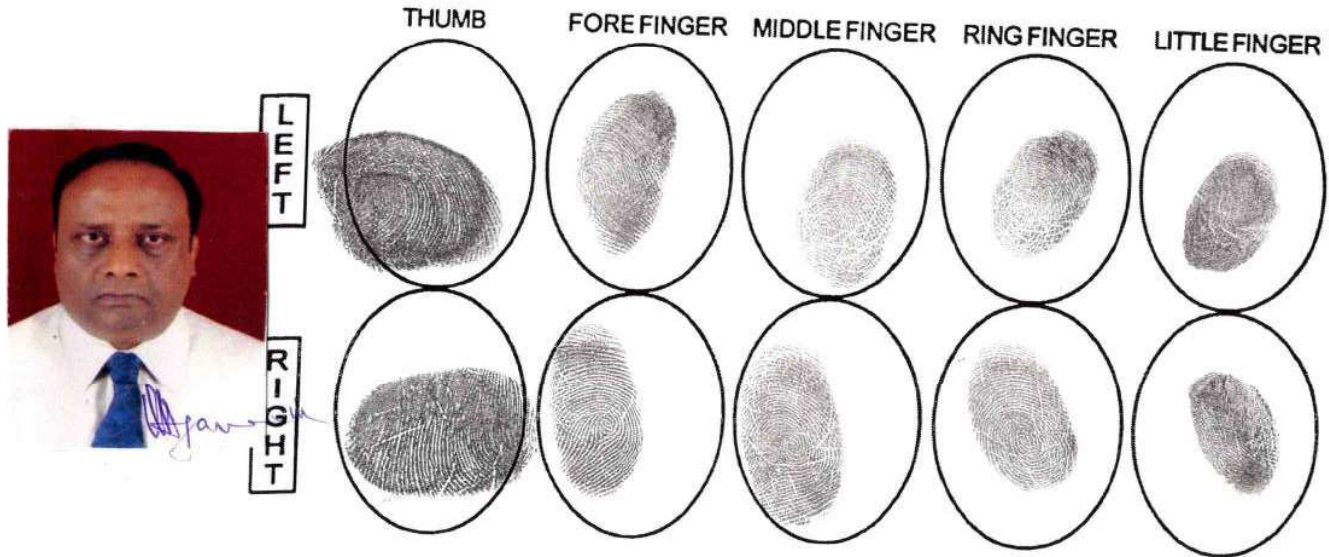
SIGN.



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

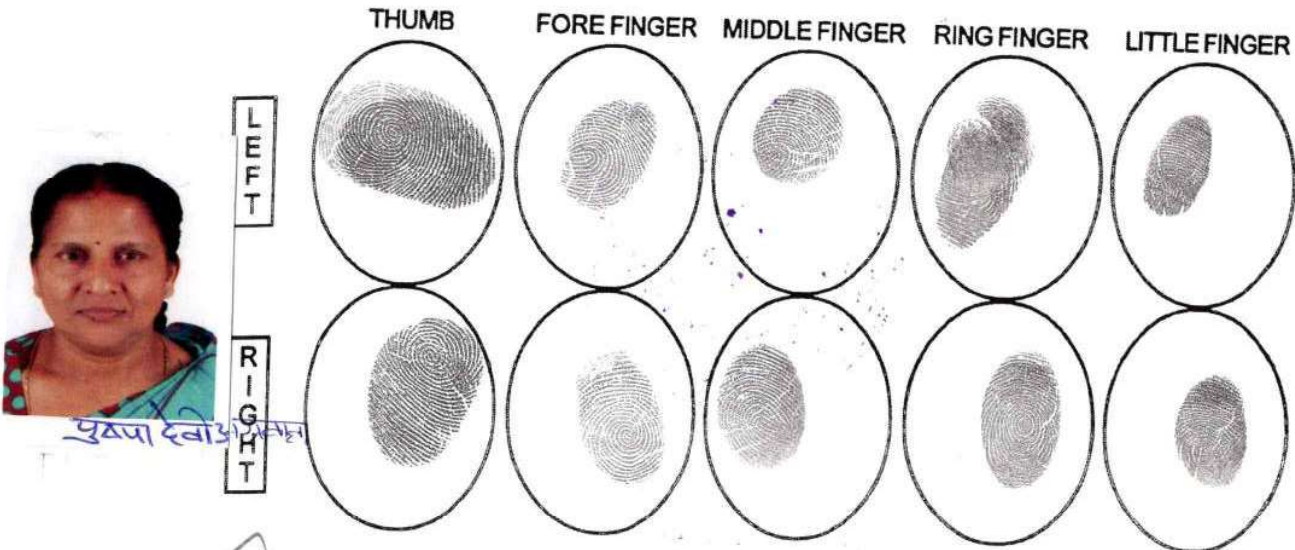
01 JUN 2023

# FINGER IMPRESSION



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SIGN.



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*[Handwritten signature]*

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SIGN.



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

01 JUN 2022



# IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



A handwritten signature in blue ink, appearing to read "Jhantu Biswas".

---

Signature of the Identifier  
(Jhantu Biswas)

*[Faint, illegible text or stamp]*



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

01 JUN 2023





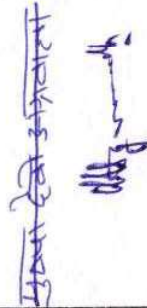



Government of West Bengal









Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name :Jalpaiguri

Signature / LTI Sheet of Query No/Year 07112001293028/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr OM PRAKASH AGARWAL Shiv Mandir Road, Near Upkar Medical, Punjabi Para., City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			
2	Mrs PUSHPADEVI AGARWAL Shiv Mandir Road, Near Upkar Medical, Punjabi Para., City:- Siliguri Mc, P.O:- Siliguri, P S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			

<p>Signature with Date</p> 	<p>Signature with Date</p> 	<p>Signature with Date</p> 	<p>Signature with Date</p> 
<p>Signature with Date</p> 	<p>Signature with Date</p> 	<p>Signature with Date</p> 	<p>Signature with Date</p> 












✓

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

01 JUN 2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr BINAY AGARWAL Shiv Mandir Road, Punjabi Para, Siliguri, City:- Siliguri Mc, P O :- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Represent ative of Developer [PRIMEB UILDERS ]			
4	Mr RAJESH KUMAR AGARWAL Narayani Bhawan, 27, Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Represent ative of Developer [PRIMEB UILDERS ]			
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Jhantu Biswas Son of Mr R Biswas Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Mr OM PRAKASH AGAR Mrs PUSHPADEVI AGA Mr BINAY AGARWAL, M RAJESH KUMAR AGAR			

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

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

01 JUN 2023

### Major Information of the Deed

Deed No :	I-0711-05209/2023	Date of Registration	13/07/2023
Query No / Year	0711-2001293028/2023	Office where deed is registered	
Query Date	20/05/2023 6:55:06 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	JUGAL SANGHAI Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7865937853, 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. 4,00,01,846/-		
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: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Satyajit Roy Road (Word no.41), Mouza: Dabgram Sheet No - 8, JI No: 2, 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-268	RS-556	Bastu	Bastu	25 Katha		4,00,01,846/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					41.25Dec	0 /-	400,01,846 /-	

#### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p><b>Mr OM PRAKASH AGARWAL (Presentant )</b>                      Son of Mr PuranChandAgarwala Shiv Mandir Road, Near Upkar Medical, Punjabi Para., 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.:: ACxxxxx0K, Aadhaar No: 20xxxxxxxx4743, Status :Individual, Executed by: Self, Date of Execution: 31/05/2023                      , Admitted by: Self, Date of Admission: 01/06/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 31/05/2023                      , Admitted by: Self, Date of Admission: 01/06/2023 ,Place : Pvt. Residence</p>

2 **Mrs PUSHPADEVI AGARWAL**  
 Wife of Mr Om Prakash Agarwal Shiv Mandir Road, Near Upkar Medical, Punjabi Para,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx1A, Aadhaar No: 70xxxxxxx3524, Status :Individual, Executed by: Self, Date of Execution: 31/05/2023  
 , Admitted by: Self, Date of Admission: 01/06/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 31/05/2023  
 , Admitted by: Self, Date of Admission: 01/06/2023 ,Place : Pvt. Residence

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>PRIMEBUILDERS</b> Punjabi Para, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: ABxxxxxx5N, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>Mr BINAY AGARWAL</b> Son of Mr Om Prakash Agarwal Shiv Mandir Road, Punjabi Para, Siliguri, 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.:: AQxxxxxx0Q, Aadhaar No: 94xxxxxxx6406 Status : Representative, Representative of : PRIMEBUILDERS (as Partners)
2	<b>Mr RAJESH KUMAR AGARWAL</b> Son of Mr Mahadeo Prasad Agarwal Narayani Bhawan, 27, Sevoke 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, , Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : PRIMEBUILDERS (as Partners)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Jhantu Biswas</b> Son of Mr R Biswas Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			

Identifier Of Mr OM PRAKASH AGARWAL, Mrs PUSHPADEVI AGARWAL, Mr BINAY AGARWAL, Mr RAJESH KUMAR AGARWAL

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Mr OM PRAKASH AGARWAL	PRIMEBUILDERS-20.625 Dec
2	Mrs PUSHPADEVI AGARWAL	PRIMEBUILDERS-20.625 Dec



**On 01-06-2023**

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

Presented for registration at 19:55 hrs on 01-06-2023, at the Private residence by Mr OM PRAKASH AGARWAL , 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 4,00,01,846/-

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

Execution is admitted on 01/06/2023 by 1. Mr OM PRAKASH AGARWAL, Son of Mr PuranChandAgarwala , Shiv Mandir Road, Near Upkar Medical, Punjabi Para,, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mrs PUSHPADEVI AGARWAL, Wife of Mr Om Prakash Agarwal, Shiv Mandir Road, Near Upkar Medical, Punjabi Para,, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr Jhantu Biswas, , Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service

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

Execution is admitted on 01-06-2023 by Mr BINAY AGARWAL, Partners, PRIMEBUILDERS, Punjabi Para, SevokeRoad, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr Jhantu Biswas, , Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service

Execution is admitted on 01-06-2023 by Mr RAJESH KUMAR AGARWAL, Partners, PRIMEBUILDERS, Punjabi Para, SevokeRoad, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr Jhantu Biswas, , Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service



**Biswarup Goswami**

**ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BHAKTINAGAR**

**Jalpaiguri, West Bengal**

**On 27-06-2023**

**Payment of Fees**

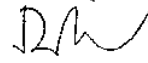
Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/06/2023 11:42AM with Govt. Ref. No: 192023240083277408 on 05-06-2023, Amount Rs: 21/-, Bank: SBI EPay ( SBlePay), Ref. No. 7078938948918 on 05-06-2023, 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 by online = Rs 74,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/06/2023 11:42AM with Govt. Ref. No: 192023240083277408 on 05-06-2023, Amount Rs: 74,020/-, Bank: SBI EPay ( SBlePay), Ref. No. 7078938948918 on 05-06-2023, Head of Account 0030-02-103-003-02



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

**On 13-07-2023**

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

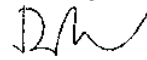
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-

**Description of Stamp**

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-
2. Stamp: Type: Impressed, Serial no 7084, Amount: Rs.1,000.00/-, Date of Purchase: 18/05/2023, Vendor name: Jaya Rani Das



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2023, Page from 106667 to 106696  
being No 071105209 for the year 2023.



*DM*

Digitally signed by BISWARUP  
GOSWAMI  
Date: 2023.07.18 12:42:41 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/07/18 12:42:41 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BHAKTINAGAR  
West Bengal.

(This document is digitally signed.)