

Sl. 2134/2020

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 10.12.2020  
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*Arbimal K. Singh*

*Arbimal K. Singh*

*Nisha Singh*

AADYA CONSTRUCTION  
*[Signature]*  
 Partner

## DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 10<sup>th</sup> DAY OF DECEMBER  
 TWO THOUSAND AND TWENTY

BETWEEN

Contd...P/2

CERTIFIED THAT THE DOCUMENT IS ADMITTED  
 TO REGISTRATION THE SIGNATURES AND  
 THE ENDORSEMENT SHEETS ATTACHED TO THIS  
 DOCUMENT ARE THE PART OF THE DOCUMENT

ADDL. DEPT. SMD/REGISTRAR  
 BANGALORE

*10/12/2020*

*[Handwritten mark]*

SL. NO. 11359 Date 16.9.2020  
PURCHASER Andeya Construction  
Full Address Siliguri  
Total Value 5000/-  
Stamp Purchased from JPG Treasury-1



*JRD*

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



*[Signature]*  
Addl. Dist. Sub-Registrar  
Siliguri-I, Dt. Darjeeling

10 DEC 2020

Arvind K. Singh

Arvind K. Singh

Nisha Singh

AADYA CONSTRUCTION

Sujit Kumar Agarwal  
Partner

1) SRI ARVIND KUMAR SINGH @ ARBIND KUMAR SINGH  
(PAN No. AWVPS7911H)

Son of Late Kamta Nath Singh, Hindu by faith, Indian by Nationality, business by occupation, resident of Bhanubhakta Sarani Road, Gurung Busty, Post Office and Police Station - Pradhan Nagar, Pin- 734003, Dist. Darjeeling (West Bengal), India

2) SMT. SUNITA DEVI SINGH @ SUNITA DEBI, (PAN No. AYUPS3521L)

Wife of Late Arun Kumar Singh, Hindu by faith, Indian by Nationality, housewife by occupation, resident of Bhanubhakta Sarani Road, Gurung Busty, Post Office and Police Station - Pradhan Nagar, Pin- 734003, Dist. Darjeeling (West Bengal), India

3) SMT. NISHA SINGH, (PAN No. EWFPS6159R)

Wife of Sri Kumar Purushottam and Daughter of Late Arun Kumar Singh, Hindu by faith, Indian by Nationality, service by occupation, resident of Bhanubhakta Sarani Road, Gurung Busty, Post Office and Police Station - Pradhan Nagar, Pin- 734003, Dist. Darjeeling (West Bengal), India – hereinafter collectively called the **OWNERS** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

A N D

“AADYA CONSTRUCTION”, (PAN No. AAYFA5243K), a registered partnership firm, having principal office at Asmi Kunj, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN – 734001, in the State of West Bengal, represented in these presents by one of its partner, **SRI SUJIT KUMAR AGARWAL**, son of Late Raj Kumar Agarwal, Hindu by religion, businessman by occupation, Indian by nationality, resident of Asmi Kunj, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN – 734001, in the State of West Bengal --- hereinafter referred to as the **DEVELOPER/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be demand to include its successors-in-office, executors, administrators, representatives and assigns) of the **OTHER PART**.

**WHEREAS:**

- A. One Sri Arvind Kumar Singh, Son of Late Kamta Nath Singh had acquired ownership of a piece of parcel of land measuring 1 Katha 4 Chhatak or 0.021 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed on 23.05.1984 by Sri Mon Bahadur Dorjee, Son of Late Padam Bahadur Dorjee of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, transcribed in Book No. I, Volume No. 70, pages from 210 to 217, being Document No. 3390 for the Year 1984.
- B. One Sri Arun Kumar Singh, Son of Late Kamta Nath Singh had acquired ownership of a piece of parcel of land measuring 1 Katha 4 Chhatak or 0.021 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed on 23.05.1984 by Sri Mon Bahadur Dorjee, Son of Late Padam Bahadur Dorjee of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, transcribed in Book No. I, Volume No. 70, pages from 218 to 225, being Document No. 3391 for the Year 1984.
- C. One Sri Raj Nandan Prasad, Son of Late Brij Mohan Prasad of Siliguri had acquired ownership of a piece of parcel of land measuring 1 Katha 4 Chhatak or 0.021 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed on 23.05.1984 by Sri Mon Bahadur Dorjee, Son of Late Padam Bahadur Dorjee of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, being Document No. 3392 for the Year 1984.
- D. One Smt. Mina Devi, Wife of Sri Raj Nandan Prasad of Siliguri had acquired ownership of a piece of parcel of land measuring 1 Katha or 0.017 Acres more or

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Nisha Singh

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Sujit Kumar Agnewal  
Partner

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AADYA CONSTRUCTION

Sujit Kumar Agarwal  
Partner

- less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed on 23.05.1984 by Sri Mon Bahadur Dorjee, Son of Late Padam Bahadur Dorjee of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, being Document No. 3393 for the Year 1984.
- E. One Smt. Sunita Debi, Wife of Sri Arun Kumar Singh had acquired ownership of a piece of parcel of land measuring 2 Katha 8 Chhatak or 0.042 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed on 11.09.1984 by Sri Harka Bahadur Dorjee, Son of Late Padam Bahadur Dorjee of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, transcribed in Book No. I, Volume No. 104, pages from 47 to 55, being Document No. 5050 for the Year 1984.
- F. Further said Sri Arvind Kumar Singh, Son of Late Kamta Nath Singh had also acquired ownership of another piece of parcel of land measuring 2 Katha 4 Chhatak or 0.039 Acres more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling by virtue of a registered Deed of Sale, executed on 11.09.1984 by Sri Harka Bahadur Dorjee, Son of Late Padam Bahadur Dorjee of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, transcribed in Book No. I, Volume No. 104, pages from 56 to 63, being Document No. 5051 for the Year 1984.
- G. Further said Sri Raj Nandan Prasad, Son of Late Brij Mohan Prasad being owner in such possession sold and transferred his aforesaid total land measuring 1 Katha 4 Chhatak or 0.021 Acres more or less, within specific boundaries, by virtue of a registered Deed of Sale, executed on 03.12.1984 in favour of Sri Arun

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Nisha Singh

AADYA CONSTRUCTION

Sujit Kumar Agawal  
Partner

Kumar Singh, Son of Late Kamta Nath Singh of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, being document No. 5782 for the Year 1984.

- H. Further said Smt. Mina Devi, Wife of Sri Raj Nandan Prasad being owner in such possession sold and transferred her aforesaid total land measuring 1 Katha or 0.017 Acres more or less, within specific boundaries, by virtue of a registered Deed of Sale, executed on 03.12.1984 in favour of Sri Arvind Kumar Singh, Son of Late Kamta Nath Singh of Siliguri and the said Deed of Sale was registered in the Office of the Sub-Registrar, Siliguri, being Document No. 5783 for the Year 1984.
- I. In the manner as aforesaid Arun Kumar Singh, Son of Late Kamta Nath Singh became the absolute owner of the total land measuring 2 Katha 8 Chhatak more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. 593, comprised in R.S Plot No. 582, P.S Siliguri, District Darjeeling and being owner in such possession said Arun Kumar Singh died intestate on 04-01-2011 at Siliguri leaving behind his wife Smt. Sunita Debi, one son Sri Amit Kumar Singh and one daughter Miss. Nisha Singh as his only legal heirs and successors to inherit all his movable and immovable property as per provision of Hindu Succession Act, 1956 and accordingly they all jointly became the absolute owners of the aforesaid total land of Late Arun Kumar Singh each one having 1/3rd undivided share therein.
- J. Further Amit Kumar Singh also died intestate on 10-06-2020 at Siliguri leaving behind his mother Smt. Sunita Debi and one married sister Smt. Nisha Singh, Wife of Sri Kumar Purushottam as his only legal heirs and successors to inherit all his movable and immovable property as per provision of Hindu Succession Act, 1956 and accordingly they both jointly became the absolute owners of the aforesaid 1/3<sup>rd</sup> undivided share land of Late Amit Kumar Singh each one having equal undivided share therein.

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AADYA CONSTRUCTION  
Sujit Kumar Agawal  
Partner

- K. Whereas as aforesaid 1) **SRI ARVIND KUMAR SINGH**, Son of Late Kamta Nath Singh, 2) **SMT. SUNITA DEBI**, Wife of Late Arun Kumar Singh 3) **SMT. NISHA SINGH**, Wife of Sri Kumar Purushottam and daughter of Late Arun Kumar Singh (the **Owners** named herein) became the absolute Owners of the total land area measuring **9 Katha 8 Chhatak** or **0.158 Acres** more or less, within specific boundaries, under the Mouza-Siliguri, Pargana - Baikunthapur, recorded in R.S Khatian No. **593**, comprised in R.S Plot No. **582**, J.L No. 110 (88), Touzi No. 3 (Ja), Police Station - Pradhan Nagar, District Darjeeling, more fully and particularly described in the Schedule hereunder written and hereinafter referred to as "the said premises".
- L. For the purpose of an integrated development of the said premises, the Owners have decided to amalgamate their plots and develop the said premises by constructing a multistoried building thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, they have approached the Developer herein to develop the said premises by constructing a multistoried building thereon, to which the Developer has agreed on the terms and conditions stated hereunder.
- M. The said premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- N. All costs, charges and expenses in connection with the preparation of the Plan or Plans for construction of the building at the said premises, getting the same approved and/or sanctioned by the S.M.C and for completing the construction of the building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.
- O. The Owners have agreed to grant an exclusive right of development of the said premises in favour of the Developer, which they hereby do, for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.

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AADYA CONSTRUCTION  
Sujit Kumar Agarwal  
Partner

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

**ARTICLE I - DEFINITIONS**

In this Agreement, unless otherwise specifically mentioned.

- 1.1 **Owners** shall mean the said 1) **SRI ARVIND KUMAR SINGH**, 2) **SMT. SUNITA DEBI** and 3) **SMT. NISHA SINGH**, the aforesaid persons not only as Owners but also as having whatsoever right, title or interest that they or any person claiming under, through or in trust for their may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the First Schedule hereunder written including their heirs, legal representatives, executors and assigns.
- 1.2 **Developer** shall mean said 'AADYA CONSTRUCTION' represented by one of its partners **SRI SUJIT KUMAR AGARWAL**, Son Late Raj Kumar Agarwal, its executors, representatives, administrators and assigns including its Partners at all materials times.
- 1.3 **Premises** shall mean ALL THAT the entirety of the premises more fully and particularly described in the First Schedule hereunder written.
- 1.4 **Building** shall mean the proposed 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 Siliguri Municipal Corporation for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.
- 1.5 **Unit** shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building to be constructed at the said premises.
- 1.6 **Super built-up area** shall mean the total constructed area which will include, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said Premises.

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AADYA CONSTRUCTION  
Sujit Kumar Agarwal  
Partner

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.

1.8 **The Plan** shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the Siliguri Municipal Corporation including modification or variation thereof which may be made from time to time.

1.9 **Saleable Area** shall mean the space or spaces in the proposed building available

for independent use and occupation after making due provisions of common facilities and the space required therefore.

1.10 **Owners' Allocation** shall be a share equivalent to 50% of the Sale Proceeds of the total salable area or 50% of the total constructed area in the new building to be constructed at the said land by the Developer as per plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities as consideration for permitting the Developer to develop the said land and residentially exploit the same.

1.11 **Developer's Allocation** shall mean the remaining share that is equivalent to 50% of the Sale Proceeds of the total salable area or the remaining 50% of the total constructed area in the new building to be constructed at the said land by the Developer as per plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities which shall absolutely belong to the Developer.

1.12 **Transfer** with its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.13 **Transferee** shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said premises, has been transferred.

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AADYA CONSTRUCTION  
Savit Kumar Agawal  
Partner

1.14 Words importing singular shall include plural and vice versa.

1.15 Words importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

### ARTICLE II – COMMENCEMENT

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

### ARTICLE III – OWNERS' RIGHTS & REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.

3.2 Excepting the Owners, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.

3.3 The said premises is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or 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 It is agreed and understood by and between the parties hereto that the Owners shall sign all such forms and papers as would be required by the Developer for the purpose of obtaining such clearance certificates for transfer of the undivided proportionate share of land pertaining to the area falling under the Developer's Allocation at the cost of the Developer.

3.6 All municipal Corporation rates and taxes, land revenue/khajna payments, electricity consumption charges and other outgoings related to the said premises have been cleared by the Owners and if any amount is found due hereafter as accruing before the Date of this Agreement, the same shall be cleared/paid by the Owners and the Developers shall not be liable to pay the same or any part thereof.

### ARTICLE IV – DEVELOPER'S RIGHTS

4.1 The Owners hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to residentially exploit the said Premises

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VADYA CONSTRUCTION  
Sujit Kumar Aggarwal  
Partner

upon the below schedule land and constructing the proposed building at the said premises in accordance with the plan or plans to be sanctioned by the Siliguri Municipal Corporation with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Siliguri Municipal Corporation and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

4.3 Nothing in these presents shall be construed as demise or any assignment creating any charge or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive and irrevocable license to the Developer to residentially exploit the same in terms hereof and to deal with the Developer's allocation in the proposed building to be developed at the said premises in the manner hereinbefore and hereinafter stated.

#### ARTICLE V – CONSIDERATION

5.0 Moreover the Developer has agreed to pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs) only to the Owners which is a **refundable amount** and shall be deducted and adjusted by the Developer on the first booking/Sale of the aforesaid "Owners' Allocation" mentioned in Clause No. 1.10 herein.

#### ARTICLE VI - PROCEDURE

6.1 The Owners shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement.

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Rajendra Singh

Nisha Singh

ADYA CONSTRUCTION  
Sujit Kumar Agarwal  
Partner

6.2 The Owners shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its partners as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the proposed building at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally.

6.3 The developer shall be entitled to enter into agreement for sale and transfer by its own name with any transferee for their sale purpose and to receive and collect all monies and it is hereto expressly agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as owners' consent provided the developer shall comply with all other obligations of the developer to the owners under this agreement. It is further agreed that the owners shall sign, execute and register a proper General Power of Attorney in favor of the nominee of the Developer so that the proper Deed of Conveyance or any transfer deed may be signed, executed and registered in favor of the intending customers/purchasers who have purchased the area/space/unit in the said proposed multistoried building/s and the second party alone shall be able to execute and registered proper sale deed to and in favour of those intending buyers, as per its choice without the consent of the Owners and the said Owners shall not claim any constructed portion or any profit, arising out of sale consideration from the said 'Developer's Allocation'.

6.4 The Owners shall vacate the said premises and hand over the physical possession thereof to the Developer for the purpose of facilitating the development/construction thereat and the Developer shall demolish the existing old house and structures on the said premises and remove the debris there from at its own cost and expenses for the convenience of the construction of the proposed new building.

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Rajni Singh

Nisha Singh

AADYA CONSTRUCTION  
Sudhakar Agarwal  
Partner

### ARTICLE VII – SPACE ALLOCATION

7.1 Upon finalization of the plan for construction of the proposed building at the said premises, the Parties hereto shall earmark the Owners' Allocation as stated hereinabove, subject to the modifications and variations as may be permitted by the Siliguri Municipal Corporation, and the balance of the constructed area shall go to the share of the Developer in consideration of its having undertaken the construction of the proposed building at its own cost. Moreover as per the requirement, the Owners and the Developer shall mutually identify and demarcate their respective Owners' Allocation and Developer's Allocation on approval of the building plan and for the demarcation purpose the parties hereto would enter into a supplementary agreement in respect of their allocated shares in the proposed new building. Further the "Owners' Allocation" shall be divided between the land owners as per the land ratio owned by each individual owner herein.

7.2 The Developer shall on completion of the proposed building, put the Owners in undisputed possession of the Owners allocation together with all rights in common in the common portions and common facilities.

7.3 Subject as aforesaid, the common portion of the said proposed building or buildings, the entire roof and open spaces of the building shall belong to the Owners and Developer in proportion to their sharing ratios/allocation herein mentioned.

7.4 The Owners shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners allocation in the proposed building at their will, subject to the conditions laid down elsewhere in this agreement.

7.5 In so far as necessary, all dealings by the Developer in respect of construction and completion of the proposed building shall be in the name of the Owners for which purpose the Owners undertakes to give in favour of any one or more of the partners of the Developer firm or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.





Arbind K. Singh  
13/10/20  
Nisha Singh

**ARTICLE VIII - BUILDING**

AADYA CONSTRUCTION  
Sunit Kumar Agarwal  
Partner

8.1 The Developer shall at its own costs, construct erect and complete the proposed building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by its Architects from time to time. The proposed building shall be of residential type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Siliguri Municipal Corporation.

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

8.3 The Developer shall install and erect in the said proposed building, at its own costs, pumps, tube-well, water storage tanks and other facilities as are required to be provided in a multi-storied building in Siliguri having self-contained units and constructed for sale of constructed areas therein on Ownership basis and as mutually agreed to.

8.4 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the proposed building and other inputs and facilities required for the construction and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer firm or one or more of its partners Power(s) of attorney and other authorities as shall be required by the Developer. All costs charges and expenses thereof shall be borne and met by the Developer.

8.5 The Developer shall at it's own costs and expenses, construct and complete the said proposed building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.

8.6 All costs, charges and expenses, including architect's fees during the construction of the building at the said premises shall be borne by the Developer and the Owners



Arbind Kr. Singh

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Nisha Singh

AADYA CONSTRUCTION  
Savit Kumar Agarwal  
Partner

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 IX – COMMON FACILITIES**

9.1 The Developer shall pay and bear all Corporation taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owners to the Developer, till the date of the Owners receiving the Owners Allocation as stated herein in the proposed building and

thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc., in respect of the Developer's Allocation only.

9.2 As soon as the proposed building is completed, if the Owners and Developer respective allocations get demarcated by the parties herein, then the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners Allocation in the building and after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the said Owners Allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if the same are levied on the building as a whole.

9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.

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Savitri - Kishore Agarwal  
Partner

9.4 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the proposed building which will be fixed and/or determined mutually from time to time for the common facilities in the proposed building payable in respect of the Owners' Allocation. The said charges include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or in the accommodation with the Owners Allocation or any part thereof or any additional maintenance or repair is required for the Owners Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges, as the case may be. The Owners and Developer and/or its nominees or purchasers shall create a common fund by way of making initial lump sum contributions and monthly contributions thereafter for the purpose of meeting the common expenses and maintenance charge and costs until a proper body or association of the occupiers of the proposed building is formed. The amount of the lump sum contribution and the monthly contribution shall be initially decided upon by the Owners and the Developer mutually.

9.5 If any separate transformer is required to be installed for the proposed building, the cost of installation of the same including all incidental expenses shall be borne by the occupants of the proposed building equally. The Developer shall be entitled to recover expenses, if any, that may be borne by it in this regard from the occupiers.

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Nisha Singh

AADYA CONSTRUCTION  
Sunit Kumar Aggarwal  
Partner

9.6 If the Owners and the Developer mutually demarcate their respective allocations in the proposed new building then any transfer of any part of the Owners' Allocation in the proposed building shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owners transferee(s) does/do not pay the said rates and service charges for the common facilities. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoings and impositions in respect of the portions allocated to the Owners to the authorities concerned.

9.7 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said proposed building at the said premises.

#### ARTICLE X – COMMON RESTRICTIONS

10.1 The Owners Allocation in the proposed building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the proposed building intended for the common benefits of all occupiers of the proposed building which shall include the following.

10.2 The Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the proposed 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 proposed building.

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

10.4 The Developer and the Owners shall abide by all laws, bye-laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to

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Arbind K. Singh

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21/01/2019

Nisha Singh

AADYA CONSTRUCTION  
Savit Kumar Agarwal  
Partner

answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

10.5 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the proposed building in good working condition and repair and in particular so as not to cause any damage to the proposed building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach. The respective allottees shall always permit the repair and maintenance works of the building in general and the flats in particular including electrical, plumbing and other works in the best interest of all concerned.

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

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

10.8 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 proposed building or in the compounds corridors or any other portion or portions of the proposed building.

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### ARTICLE XI – OWNERS' OBLIGATIONS

11.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the proposed building at the said

Arvind K. Singh

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Nisha Singh

ADYA CONSTRUCTION  
Sujit Kumar Agarwal  
Partner

premises by the Developer or by their acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.

11.2 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 its allocated space in the proposed building as per this agreement.

11.3 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.

11.4 The Owners hereby agree and covenant with the Developer that the GST charges or any other taxes implemented and Electricity Transformer Installation Cost and Electricity Meter installation cost of the Owners' allocation shall be borne by the Owners.

#### ARTICLE XII – DEVELOPER'S OBLIGATIONS

12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the Owners allocation in the proposed building at the said premises in terms of the sanctioned plan/s within a period of 20 months (twenty) months from the date of sanctioning the building plan and also obtaining of vacant possession of the said premises from the Owners for the purpose of development and the Owners performing the obligations cast upon them. Such period shall however exclude any delay, which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

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

12.3 Subject to the Owners performing their obligations under this Agreement, That if the Developer fails to complete the construction of the Owners' allocation of the building at the said premises within the time specified in Clause 12.1 hereinabove in

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Nisha Singh

AADYA CONSTRUCTION  
Suyit Kumar Agarwal  
Partner

that event the Developer shall be afforded a further period of six months to complete such construction, but no further extension shall be allowed.

12.4 Tax liabilities such as income tax, sales tax, wealth tax and other liabilities in the nature of provident fund contributions, E.S.I. etc., as statutorily leviable in respect of the construction activity upto the extent of the Developer's share in the allocation and any capital gains impositions, or any TDS against the consideration amount received against Owner's Allocation shall be borne by the Owner.

#### ARTICLE XIII – OWNERS' INDEMNITY

13.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance, provided that the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or act of the Owners, the Owners undertakes to indemnify the Developer upto the extent of the damages/losses suffered by the Developer as a consequence thereof.

13.2 The Owners hereby undertake to keep the Developer indemnified against all third party claims and actions against the said premises and/or the said proposed building to be constructed at the said premises or any portion of the said proposed building.

#### ARTICLE XIV – DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of breach of the Developer in or relating to or arising out of the construction of the said building at the said premises.

Signature



Arbind Kr. Singh

Sri Arun Singh

Nisha Singh

AADYA CONSTRUCTION  
Sunit Kumar Agarwal  
Partner

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

**ARTICLE XV – MISCELLANEOUS**

15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons. None of the parties shall be entitled to challenge the legality and/or validity or enforceability of this agreement on the ground of it being inadequately stamped and if the same is required to be stamped / impounded at any time hereafter the charges thereof shall be equally borne by the parties herein.

15.2 That there is another portion of land measuring 5 ¼ Katha more or less situated at the South West Corner side boundary wall of the below schedule land owned by Smt. Sunita Debi, Wife of Late Arun Kumar Singh and Smt. Nisha Singh, Wife of Sri Kumar Purshottam and daughter of Late Arun Kumar Singh (Owner No. 2 and 3 herein) and the Developer which is agreed to be developed by the Developer herein as soon as possible and as per the convenient of the Developer and the land owners herein mutually agreed and decided that the Developer shall have the authority to amalgamate the aforesaid land along with the below schedule land and jointly submit LUCC, building plan or resubmit revise LUCC, building plan to the sanctioning authorities and construct multi storied building/s thereon or shall also have the authority to construct separate isolated building/s as per the sanctioned plan and also construct and use single common passage for both the lands thereon as per the convenient of the Developer for which the land owners herein shall have no objection in present or future. Moreover if the land owners No. 2 and 3 herein denied to provide the aforesaid land to the Developer for construction purpose, then the Developer at its option, will be at liberty to not provide or construct any common passage for both the

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Pr. Lal Singh

Nisha Singh

AADYA CONSTRUCTION  
Ajay Kumar Agarwal  
Partner

lands and in that case the land owners No. 2 and 3 shall also not claim or demand any passage on the below schedule land from the Developer. Further Sri Arvind Kumar Singh, Son of Late Kamta Nath Singh (the Land Owner No.1 herein) shall never claim or demand any constructed portion, allocation or any profit, arising out of sale consideration from proposed new building which is to be constructed on the aforesaid land measuring 5 ¼ Katha more or less in future and he will only be entitled to get his Owner's Allocation as mentioned in aforesaid (Clause No. 1.6) as per the land ratio owned by him in this agreement.

**15.3** It is understood that from time to time to facilitate the construction of the proposed building at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertake to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the Owners and/or go against the spirit of this Agreement.

**15.4** Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid Registered post with acknowledgement due to the office of the Developer.

**15.5** It is clearly understood and agreed by and between the Owners and the Developer that if any act, deed or thing is required to be done or undertaking at any

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AADYA CONSTRUCTION  
Sujit Kumar Agarwal  
Partner

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 jointly responsibility of the Owners 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 Owners and the Developer shall co-operate with each other at all materials times hereafter.

15.6 The Developer and the Owners shall mutually frame a 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/ Association/ Holding Organization and hereby give their consent to abide by the same.

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

15.8 The entire roof / terrace of the building, until the completion of the construction, shall belong to the Developer and the land Owners exclusively in proportion to their sharing ratios/allocation mentioned herein. Moreover one lift will be installed at the proposed new building along with a void and shaft which cost and expenses of amounting Rs. 10,00,000/- (Rupees Ten Lakhs) only shall be proportionately borne by the Land Owners and Developer herein.

15.9 The proposed building to be constructed on the said premises shall be named as "ARUN NIWAS" as desired by the Owners in consultation with the Developer.

#### ARTICLE XVI – FORCE MAJEURE

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

Arvind K. Singh

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Nisha Singh

ADYA CONSTRUCTION  
Sujit Kumar Aggarwal  
Partner

16.2 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 XVII - JURISDICTION

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

### THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE PREMISES

All that piece or parcel of homestead land measuring **9 Katha 8 Chhatak** or **0.158 Acres** more or less, recorded in R.S Khatian No. **593**, comprised in R.S Plot No. **582**, situated within Pargana Baikunthapur, Mouza - **Siliguri**, J.L No. 110 (88), Touzi No. 3 (Ja), Additional District Sub-Registrar Office **Siliguri**, Dist. Darjeeling, Pin-734003, Post Office- Pradhan Nagar, within Ward No. **III** (THREE) of Siliguri Municipal Corporation, Police Station Siliguri, Bhanubhakta Sarani Road, **Lower Gurung Busty Between Nivedita Road and Mahananda River**, in the state of West Bengal.  
(Present classification and use of land: Bastu; Proposed use of land: Bastu)

#### The said premises is presently butted and bounded as follows:-

By the North : By land and building of Arun Biswas;  
By the South : By land of Sri Hari Bahadur Pradhan;  
By the East : By 24 Ft' S.M.C Road;  
By the West : By 8 Ft' Passage.

Arvind Singh

24

24, 20/1/2019

Nisha Singh

AADYA CONSTRUCTION  
Rajiv Kumar Agarwal  
Partner

**SPECIFICATIONS IN RESPECT OF THE FLATS**

**(To be allotted to the Owners)**

1. Hall Kitchen and Bathroom: Marble or tiles (price not exceeding Rs 40/- per sq.ft.)
  2. Kitchen slab: Price not exceeding Rs 90/- Per Sq.Ft.
  3. Bathroom wall: Covered with tiles upto 6 feet height.
  4. Flooring of other rooms: Marble/tiles/mosaic (as decided by the Owners).
  5. Main door of flat: Hard Wood door duly polished or Flush Doors with Maika Pasting.
  6. Interior doors of flat: 32 mm Flush Doors; with white surface paint.
  7. Bathroom doors: Plastic Doors.
  8. Windows & Balcony shall have Grill.
  9. Doors shall have wooden frame (Chowkath); 5 X 2.5 Size Saal wood or UPVC Door Frame
  10. Windows: Aluminium fabricated windows.
  11. Modular Switches and Sockets (MK Ivory)/Hevalls/Logus/Philips/Goldmedal series.
  12. Finolex/Mescab/Anchor/Gloster/Hevalls Wires.
  13. Bathroom taps of Essel Series.
  14. Exterior of the building to be painted by ICI/Nerolac/Asian.
  15. Walls: Brick built, cement plastered walls with coat of lime punning in interior.
  16. Electrical points in all rooms with concealed wiring of ISI quality materials.
- Other works at the cost of Owners.

By -

Arvind Kr Singh

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Pratibha

Nisha Singh

AADYA CONSTRUCTION  
Sunit-Kumar Agarwal  
Partner

**SPECIFICATION IN RESPECT OF BUILDING**

**(To be constructed in First Schedule land).**

1. Standard specifications as aforesaid.
2. Layout of flats as per approved plan and special requirements at extra cost.
3. Boring 4 INCHES- for common use.
4. Main gate and sub-gate: Decorated.
5. Staircase: Marble slabs with STEEL railings.
6. Water tank: Three tanks of 2000 liters. Each in fixed location above top terrace/roof.
7. Electricity meter: Common to be installed by developer. Separate to be installed by subsequent allottees/purchasers at own cost at specified portion.
8. Steel rods: ISI/Super/SRMB/Durgapur.
9. All flats measurement inclusive of 20% share of super structure.
10. Finishing of boundary walls on all four sides.
11. The name of the building "ARUN NIWAS" in stainless steel letters of English script to be fixed in frontal face of building.





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

**WITNESSES:**

1. Rajesh Kumar Singh  
S/O Late Ganesh Ch. Singh  
Srabannagar, Siliguri

1. Arvind K. Singh -  
2. P. S. Choudhary  
3. Nisha Singh.

---

The Owners

2. Anand Prasad  
K. Prasad  
S. Prasad

AADYA CONSTRUCTION  
Sujit Kumar Agarwal  
Partner

---

Partners: For AADYA CONSTRUCTION

The Developer












Drafted typed and explained by me in my office:

Sachin Chandra

Advocate, Siliguri.  
Enrolment No. 202/210-90

DEVELOPER

FOR AADYA CONSTRUCTION

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 AADYA CONSTRUCTION <i>Sujit Kumar Agarwal</i>					
					

Partner

AADYA CONSTRUCTION







*Sujit Kumar Agarwal*  
Partner

---

SIGNATURE

LAND OWNERS

1. SRI ARVIND KUMAR SINGH

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					

Kr. Singh -

Arvind Kr. Singh  
SIGNATURE







2. SMT. SUNITA DEVI SINGH @ SUNITA DEBI

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					

सुनिता देवी

सुनिता देवी  
SIGNATURE

3. MISS. NISHA SINGH

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
					

Nisha Singh

Nisha Singh  
SIGNATURE

आयकर विभाग  
INDIA TAX DEPARTMENT  
भारत सरकार  
GOVT OF INDIA

ARVIND KUMAR SINGH  
KAMTANATH SINGH  
05/03/1960  
AWVPS7911H



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Arvind K. Singh



Arbind K. Singh -

ELECTION COMMISSION OF INDIA

ভারতের নির্বাচন কমিশন

IDENTITY CARD

পরিচয় পত্র

WB/04/025/0462342



Elector's Name : Singh Aurobinda Kumar

নির্বাচকের নাম : সিং অরবিন্দ কুমার

Father/Mother/  
Husband's Name : Kamtanath

পিতা/মাতা/স্বামীর নাম : কামতানাথ

Sex : Male

লিঙ্গ : পুরুষ

Age as on 01.01.95 34

০১.০১.৯৫ -এ বয়স : ৩৪

Address

Bhumabaker Sarani

Siliguri

Darjeeling

ঠিকানা :

ভূমভক্ত সরণী

শিলিগুড়ি

দার্জিলিং

*Arbind Kumar Singh*  
*Arbind*

Electoral Registration Officer

নির্বাচক-নিবন্ধন আধিকারিক

For Siliguri Assembly Constituency

শিলিগুড়ি বিধানসভা নির্বাচন ক্ষেত্র

Place : Siliguri

স্থান : শিলিগুড়ি

Date : 6.3.95

তারিখ : ৬.৩.৯৫



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

SUNITA DEVI SINGH  
MAHENDRA NARAYAN SINGH  
15/02/1959

Permanent Account Number

AYUPS3521L

सुनीता देवी  
Signature



सुनीता देवी

  
**ELECTION COMMISSION OF INDIA**  
 ভারতের নির্বাচন কমিশন

**IDENTITY CARD**  
 পরিচয় পত্র

WB/04/025/0482343




Elector's Name	Singh Sunitadebi
নির্বাচকের নাম	সিং সুনীতাদেবী
Father/Mother/ Husband's Name	Arun Kumar
পিতা/মাতা/স্বামীর নাম	অরুণ কুমার
Sex	Female
লিঙ্গ	স্ত্রী
Age as on 01.01.95	35
০১.০১.৯৫-এ বয়স	৩৫

Address :  
 Bhanubhakta Sarani  
 Siliguri  
 Darjeeling  
 জিলা  
 ভানুভক্টা সরানী  
 শিলিগুড়ি  
 দার্জিলিং

Electoral Registration Officer  
 নির্বাচন-নিবন্ধন অফিসার  
 For Siliguri Assembly Constituency  
 শিলিগুড়ি বিধানসভা নির্বাচন কেন্দ্র

Place	Siliguri
স্থান	শিলিগুড়ি
Date	6.3.95
তারিখ	৬.৩.৯৫

ISS 410

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ভারত সরকার

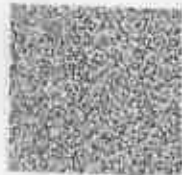
Government of India

Enrollment No: 9830/10522700038

Download QR Barcode

To  
Sunita Devi Singh  
BHAKTA SARANI ROAD  
PRADHAN NAGAR  
Siliguri (M. Corp)  
Pradhan Nagar  
Dujainpur West Bengal - 734003  
8906137484

Download QR Barcode



আপনার আধার সংখ্যা / Your Aadhaar No. :

9936 5171 7829

VID : 9191 5029 1801 5605

আমার আধার, আমার পরিচয়



ভারত সরকার  
Government of India



সুনিতা দেবী সিং  
Sunita Devi Singh  
জন্ম তারিখ/DOB: 15/02/1959  
লিঙ্গ/ GENDER: FEMALE

9936 5171 7829

VID : 9191 5029 1801 5605

আমার আধার, আমার পরিচয়

সুনিতা দেবী সিং

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

NISHA SINGH

ARUN KUMAR SINGH

10/12/1988

Permanent Account Number

EWFPS6159R

*Nisha Singh*  
Signature



20042013

*Nisha Singh.*

  
 भारत के निर्वाचन आयोग  
 भारत की  
**ELECTION COMMISSION OF INDIA**  
**IDENTITY CARD**

XEQ0208009




निर्वाचक नाम : निशा सिंग  
**Elector's Name : Nisha Singh**

पिता का नाम : अरुण कुमार सिंग  
**Father's Name : Arun Kumar Singh**

लिंग / Sex : स्त्री / F  
 जन्म तिथि / Date of Birth : XX / XX / 1997

XEQ0208009

स्थान:  
 ७३४००३, तेलंगाना संसदीय क्षेत्र  
 734003

**Address:**  
 BHANUBHAKTA SARANI SILIGURI  
 PRADHANNAGAR DARJEELING 734003

*Shanti*

Date: 10/12/2008  
 26-सिगुरी निर्वाचन क्षेत्र के निर्वाचन आयोग  
 अधिकारी के हस्ताक्षर  
**Facsimile Signature of the Electoral  
 Registration Officer for  
 26-Siliguri Constituency**

किसी भी परिवर्तन होने पर इस पहचान कार्ड को निम्नलिखित सूचना के साथ नए-नए निर्वाचन आयोग अधिकारी को सूचना देना आवश्यक है।  
 In case of change in address mention this Card No. to the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

Nisha Singh.



AADYA CONSTRUCTION  
*Sujit Kumar Agawal*  
Partner



  
 '१९५०'स निर्वाचन आयोग  
 भारत  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD  
 WB/04/025/0723507





निर्वाचक नाम : सुजित कुमार  
 आगरवाल  
 Elector's Name : Sujit Kumar Agarwal  
 पिता का नाम : राज कुमार  
 आगरवाल  
 Father's Name : Raj Kumar Agarwal  
 लिंग/Sex : पुरु M  
 जन्म तिथि  
 Date of Birth : 09/10/1977

WB/04/025/0723507

Office  
 26, Pitha's Bldg, Sec-1, Siliguri, Dist. Jalpaiguri,  
 WB-734001

Address:  
 SHIB MANDIR ROAD, SILIGURI (M COM),  
 SILIGURI, DARJEELING- 734001



Date: 25/11/2015

26, Pitha's Bldg, Sec-1, Siliguri, Dist. Jalpaiguri,  
 WB-734001  
 Facsimile Signature of the Electoral  
 Registration Officer for:  
 25-Siliguri Constituency

इस निर्वाचक को यह कार्ड प्राप्त करने के लिए यह कार्ड को  
 अपने नाम के साथ निर्वाचक नाम के साथ इस कार्ड को  
 निर्वाचक कार्ड को लाने।  
 In case of change in address mention this Card No.  
 in the relevant form for including your name in the  
 list at the changed address and to obtain the card  
 with your address.

*Sujit Kumar Agarwal*

  
 ভারতের নির্বাচন কমিশন  
 পরিচালক পত্র  
 ELECTION COMMISSION OF INDIA  
 IDENTITY CARD

XEQ1637065




নির্বাচকের নাম : রাজেশ কুমার দে  
 Elector's Name : Rajesh Kumar Dey  
 পিতার নাম : গনেশ চন্দ্র দে  
 Father's Name : Ganesh Chandra Dey  
 লিঙ্গ/Sex : পু/ M  
 জন্ম তারিখ : 22/08/1994  
 Date of Birth : 22/08/1994

XEQ1637065

গণনা  
 শ্রাবণ নগর, সিলিগুরি, জিলা  
 সিলিগুরি, পিন কোড 734001

Address:  
 SHRABAN NAGAR, SILIGURI (M  
 CORP.), SILIGURI, DARJEELING-734001



Date: 19/12/2012

26-সিলিগুরি নির্বাচন কেন্দ্রের নির্বাচন নিয়ন্ত্রক  
 দফতর, সিলিগুরি

Facsimile Signature of the Electoral  
 Registration Officer for  
 26-Siliguri Constituency

কোন পরিবর্তন হলে নতুন ঠিকানা যেখানে সিলিগুরি নির্বাচন কেন্দ্রের  
 নির্বাচন নিয়ন্ত্রক নতুন পরিচয়পত্র প্রদানের জন্য নির্দিষ্ট ফর্মটি এই  
 পরিচয়পত্রের নকলটি সহযোগে জমা করুন।

In case of change in address mention this Card No.  
 in the relevant Form. Fill including your name in the  
 form at the changed address and to obtain the card  
 with same number.

1526001

Rajesh Kumar Dey

### Major Information of the Deed




Deed No :	I-0402-02017/2020	Date of Registration	10/12/2020
Query No / Year	0402-2001653639/2020	Office where deed is registered	
Query Date	10/12/2020 10:36:28 AM	0402-2001653639/2020	
Applicant Name, Address & Other Details	DEBASISH CHAKRABORTY SILIGURI,Thana : Sillguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 7319069353, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,53,21,213/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 5,021/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



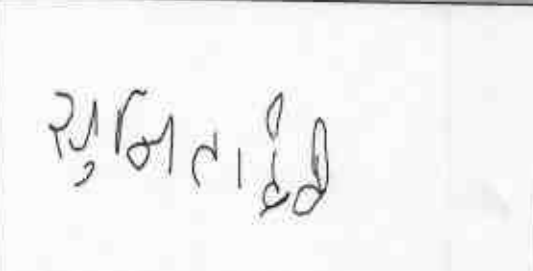


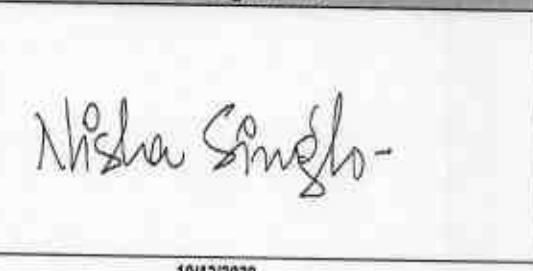
District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: LOWER GURUNG BUSTY BETWEEN NIVEDITA RD.AND MAHANAN, Mouza: Siliguri, , Ward No: 3 JI No: 88, Pin Code : 734003

Sch No	Plot Number	Khatlan Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-582	RS-593	Bastu	Bastu	0.158 Acre	1/-	1,53,21,213/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>15.8Dec</b>	<b>1/-</b>	<b>153,21,213 /-</b>	

### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri ARVIND KUMAR SINGH, (Alias: Shri ARBIND KUMAR SINGH) (Presentant )</b> Son of Late KAMTA NATH SINGH Executed by: Self, Date of Execution: 10/12/2020 , Admitted by: Self, Date of Admission: 10/12/2020 ,Place : Office			
		10/12/2020	LTI 10/12/2020	10/12/2020




BHANU BHAKTA SARANI ROAD, GURUNG BUSTY, PRADHANNAG, P.O:- PRADHAN NAGAR, 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.:: AWxxxxxx1H, Aadhaar No: 37xxxxxxxx1930, Status :Individual, Executed by: Self, Date of Execution: 10/12/2020 , Admitted by: Self, Date of Admission: 10/12/2020 ,Place : Office

2	Name	Photo	Finger Print	Signature
	<b>Smt SUNITA DEVI SINGH,</b> <b>(Alias: Smt SUNITA DEBI )</b> Wife of Late ARUN KUMAR SINGH Executed by: Self, Date of Execution: 10/12/2020 , Admitted by: Self, Date of Admission: 10/12/2020 ,Place : Office			
	10/12/2020	LTI 10/12/2020	10/12/2020	
BHANU BHAKTA SARANI ROAD, GURUNG BUSTY, PRADHAN NA, P.O:- PRADHAN NAGAR, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AYxxxxxx1L, Aadhaar No: 99xxxxxxxx7829, Status :Individual, Executed by: Self, Date of Execution: 10/12/2020 , Admitted by: Self, Date of Admission: 10/12/2020 ,Place : Office				
3	Name	Photo	Finger Print	Signature
	<b>Smt NISHA SINGH</b> Daughter of Late ARUN KUMAR SINGH Executed by: Self, Date of Execution: 10/12/2020 , Admitted by: Self, Date of Admission: 10/12/2020 ,Place : Office			
	10/12/2020	LTI 10/12/2020	10/12/2020	
BHANU BHAKTA SARANI ROAD, GURUNG BUSTY, PRADHAN NA, P.O:- PRADHAN NAGAR, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Female, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: EWxxxxxx9R, Aadhaar No: 65xxxxxxxx9448, Status :Individual, Executed by: Self, Date of Execution: 10/12/2020 , Admitted by: Self, Date of Admission: 10/12/2020 ,Place : Office				



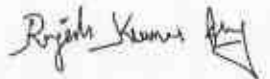
**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>AADYA CONSTRUCTION</b> ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 , PAN No.:: AAxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Shri SUJIT KUMAR AGARWAL</b> Son of Late RAJ KUMAR AGARWAL Date of Execution - 10/12/2020, , Admitted by: Self, Date of Admission: 10/12/2020, Place of Admission of Execution: Office	 Dec 10 2020 1:57PM	 LTI 10/12/2020	 10/12/2020
ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 23xxxxxxxx2332 Status : Representative, Representative of : AADYA CONSTRUCTION (as PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri RAJESH KUMAR DEY</b> Son of Late GANESH CHANDRA DEY SRABAN NAGAR, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001	 10/12/2020	 10/12/2020	 10/12/2020
Identifier Of Shri ARVIND KUMAR SINGH, Smt SUNITA DEVI SINGH, Smt NISHA SINGH, Shri SUJIT KUMAR AGARWAL			

**Transfer of property for L1**

SI.No	From	To. with area (Name-Area)
1	Shri ARVIND KUMAR SINGH	AADYA CONSTRUCTION-5.26667 Dec
2	Smt SUNITA DEVI SINGH	AADYA CONSTRUCTION-5.26667 Dec
3	Smt NISHA SINGH	AADYA CONSTRUCTION-5.26667 Dec



Endorsement For Deed Number : I - 040202017 / 2020

On 10-12-2020

**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 (g) of Indian Stamp Act 1899.

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

Presented for registration at 13:48 hrs on 10-12-2020, at the Office of the A.D.S.R. SILIGURI by Shri ARVIND KUMAR SINGH Alias Shri ARBIND KUMAR SINGH, 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 1,53,21,213/-

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

Execution is admitted on 10/12/2020 by 1. Shri ARVIND KUMAR SINGH, Alias Shri ARBIND KUMAR SINGH, Son of Late KAMTA NATH SINGH, BHANU BHAKTA SARANI ROAD, GURUNG BUSTY, PRADHANNAG, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 2. Smt SUNITA DEVI SINGH, Alias Smt SUNITA DEBI , Wife of Late ARUN KUMAR SINGH, BHANU BHAKTA SARANI ROAD, GURUNG BUSTY, PRADHAN NA, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 3. Smt NISHA SINGH, Daughter of Late ARUN KUMAR SINGH, BHANU BHAKTA SARANI ROAD, GURUNG BUSTY, PRADHAN NA, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Service

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

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

Execution is admitted on 10-12-2020 by Shri SUJIT KUMAR AGARWAL, PARTNER, AADYA CONSTRUCTION (Partnership Firm), ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 5,021/- ( B = Rs 5,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2020 10:47AM with Govt. Ref. No: 192020210162244288 on 10-12-2020, Amount Rs: 5,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 8456324428836 on 10-12-2020, Head of Account 0030-03-104-001-16


**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

**Description of Stamp**

1. Stamp: Type: Impressed, Serial no 11359, Amount: Rs.5,000/-, Date of Purchase: 16/09/2020, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 10/12/2020 10:47AM with Govt. Ref. No: 192020210162244288 on 10-12-2020, Amount Rs: 35,021/-, Bank: SBI EPay ( SBIEPay), Ref. No. 8456324428836 on 10-12-2020, Head of Account 0030-02-103-003-02



Jiwan Tamang  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
Darjeeling, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2020, Page from 83456 to 83501  
being No 040202017 for the year 2020.



Digitally signed by JIWAN TAMANG  
Date: 2020.12.11 17:50:39 +05:30  
Reason: Digital Signing of Deed.

*Jiwan*

(Jiwan Tamang) 2020/12/11 05:50:39 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. SILIGURI  
West Bengal.

(This document is digitally signed.)