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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

G 251299

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6/05/2021
 O/w 78/1365
 v/c no. 631.

Marigold Infoprojects Private Limited
 Director
Manisha Gang

RAMAVTAR AGARWAL (HUF)
 KARTA
Ram
 RAMAN CHAND AGARWAL (HUF)
 KARTA
Mare

INDIRA CONSTRUCTIONS
 Partner
Divyag Agarwal
 PARTNER

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT IS MADE ON THIS THE 6th DAY OF May 2021 AT SILIGURI.

B E T W E E N

BEFORE THE DOCUMENT IS ADMITTED TO REGISTRATION THE REGISTRATION SHEET AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

by
 Addl. District Sub-Registrar,
 Siliguri-II at Bagdogra
 10 MAY 2021.

Mauisha Garg



7274

Mariogold Intraprojects Private Limited

Mauisha Garg
Director

NON JUDICIAL STAMP

No. 812 Date 13.4.21
To Indira Constructions
At Siliguri
Value Rs. 5000



S. K. Roy
Kanchenguru Saran Roy
Govt Stamp Vendor
L. No. 17/VR/M
Siliguri, Assam



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RAMAVTAR AGARWAL (HUF)

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MAMAN CHAND AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

Sohnata Gar Gummy
Kolkata, S. S. Chatterjee
Sankar Bhattacharya
No. 15, S. S. Chatterjee
31st December

06 MAY 2021

Mariegold Infraprojects Private Limited
Manisha Garg
Director

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RAMAVTAR AGARWAL (HUF)

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MAMAN CHAND AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chrag Agarwal
PARTNER

1. **MARIEGOLD INFRAPROJECTS PRIVATE LIMITED (PAN:- AAFCM7567E)**, a Private Limited, Company incorporated under the provision of Companies Act, 1956 bearing certificate of Incorporation No U51109WB200BPTC127138 having its registered Office at Garg & Co, 16 M.G Road, Khalpara, Siliguri, P.O Siliguri Bazaar, P.S Siliguri, District Darjeeling-734005, represented by one of its Director duly authorized for this purpose **Manisha Garg** W/O Sri Kishan Garg, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of 16 M.G Road, Khalpara, Siliguri, P.O Siliguri Bazaar, P.S Siliguri, District - Darjeeling-734005.

2. **RAMAVTAR AGARWAL (HUF) ALIAS RAMAUTAR AGARWAL (HUF) (PAN:- AAEHR2189B)**, a Hindu Undivided Family, represented by its Karta - **SRI RAMAVTAR AGARWAL alias RAMAUTAR AGARWAL**, son of Late Surajmal Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at 16, M.G. Road, Siliguri, P.O.- Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN- 734005, in the State of West Bengal,

3. **MAMAN CHAND AGARWAL (HUF) (PAN:- AADHM6579D)**, a Hindu Undivided Family, represented by its Karta - **SRI MAMAN CHAND AGARWAL**, son of Late Surajmal Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at 16, M.G. Road, Siliguri, P.O.- Siliguri Bazar, P.S.-Siliguri, District-Darjeeling, PIN- 734005, in the State of West Bengal, hereinafter jointly and collectively called the **LAND OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include its Directors, executors, successors in office, representatives, administrators and assigns and his/her/their heirs, executors, successors, representatives, administrators and assigns) of the **ONEPART**.

Mariegold Infrojects Private Limited

Manisha Agarwal
Director

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RAMAVTAR AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

A N D

INDIRA CONSTRUCTIONS (PAN:- AAGFI6623R) a Partnership Firm, having its Office Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal represented by one of its Partner **SRI CHIRAG AGARWAL**, son of Sri Mohan Kumar Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. Siliguri, District Darjeeling, in the State of West Bengal hereinafter referred to as the **„DEVELOPER/SECOND PARTY“** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, successors in office, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

WHEREAS First Party No. 1 hereof **MARIEGOLD INFRAPROJECTS PRIVATE LIMITED** acquired a piece and parcel of land measuring .16 Acre appertaining to and forming part of R.S. Plot No. 434,435 corresponding to L.R. Plot No. 624, recorded in R.S. Khatian No. 3/1 and 16 corresponding to L.R Khatian No 100 within Mouza - Baraghoria, J.L. NO 82, P.S Matigara in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **SRI PARESH CHANDRA ROY AND SRI RAHUL ROY** and registered at the office of the Addl. Dist.Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No 0403-2021, Pages 14940 to 14963 being Document No. 040300641 for the year 2021.

Mariegold Infraprojects Private Limited
Director
Manisha Chugh


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INDIRA CONSTRUCTIONS
Chirag Agarwal
PARTNER

WHEREAS First Party No. 1 hereof **MARIEGOLD INFRAPROJECTS PRIVATE LIMITED** acquired a piece and parcel of land measuring 0.19 Acre appertaining to and forming part of R.S. Plot No. 430, corresponding to L.R. Plot No. 622, recorded in R.S. Khatian No. 3/1 and 16 corresponding to L.R Khatian No 100 within Mouza - Baraghoria, J.L. NO 82, P.S Matigara in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **SRI PARESH CHANDRA ROY AND SRI RAHUL ROY** and registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No 0403-2021, Pages 14456 to 14479 being Document No. 040300642 for the year 2021.

WHEREAS First Party No. 1 hereof **MARIEGOLD INFRAPROJECTS PRIVATE LIMITED** acquired a piece and parcel of land measuring .13 Acre appertaining to and forming part of R.S. Plot No. 428, corresponding to L.R. Plot No. 639, recorded in R.S. Khatian No. 3/1 and 16 corresponding to L.R Khatian No 100 within Mouza - Baraghoria, J.L. NO 82, P.S Matigara in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **SRI PARESH CHANDRA ROY AND SRI RAHUL ROY** and registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No 0403-2021, Pages 17687 to 17710 being Document No. 040300643 for the year 2021.



Manegold Intoprojects Private Limited

Manisha Garg
Director

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

AND WHEREAS First Party No. 2 hereof **RAMAVTAR AGARWAL (HUF) ALIAS RAMAUTAR AGARWAL (HUF)**, acquired a piece and parcel of land measuring 2.70 Acre appertaining to and forming part of R.S. Plot No. 430 corresponding to L.R. Plot No. 622, recorded in R.S. Khatian No. 3/1 and 16 corresponding to L.R Khatian Nos 61,53, and 100 within Mouza - Baraghorla, J.L. NO 82, P.S Matigara in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **DHANLAL PAUL, DHUMLAL PAUL AND OTHERS** and registered at the office of the Addl. Dist.Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No.5, Pages 538 to 557 being Document No. 1587 for the year 2009.

AND WHEREAS above named First Party No. 3 hereof **MAMAN CHAND AGARWAL (HUF)** acquired a piece and parcel of land measuring 4.16 Acre appertaining to and forming part of R.S. Plot No. 428,434,435 corresponding to L.R. Plot No. 624,639 recorded in R.S. Khatian No. 3/1 and 16 corresponding to L.R Khatian Nos 61,53, and 100 within Mouza- Baraghorla, J.L. NO. 82, P.S Matigara in the District of Darjeeling by virtue of a Deed of Conveyance jointly executed by **DHANLAL PAUL, DHUMLAL PAUL AND OTHERS** and registered at the office of the Addl. Dist.Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No.I, CD Volume No.5, Pages 839 to 858 being Document No.1579 for the year 2009.

Mariegold Infraprojects Private Limited
Manisha Garg
Director

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RAMAVTAR AGARWAL (HUF)
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INDIRA CONSTRUCTIONS
Chirag Agarwal
PARTNER

AND WHEREAS the First Party hereof **MARIEGOLD INFRAPROJECTS PRIVATE LIMITED, RAMAVTAR AGARWAL (HUF) ALIAS RAMAUTAR AGARWAL (HUF), (HUF) & MAMAN CHAND AGARWAL (HUF)** being desirous of residentially exploiting their aforesaid landed property and to curv out maximum gain from their landed property as more fully described in the schedule "A" below by constructing multistoried Complex there upon have amalgamated their landed property into one single Plot/unit (wherein the First Party No. 1 has contributed land measuring .48 Acre, No 2 has contributed land measuring 2.70 Acre, No 3 has contributed land measuring 4.16 acres.

AND WHEREAS the First Party/owners are the absolute owners in possession of all that piece or parcel of land measuring 7.34 Acre more fully described in the schedule given below.

AND WHEREAS the First Party are desirous of constructing a multistoried building or block by block- wise separated commercial /residence blocks for purpose of selling them on ownership basis/renting/ leasing to various intending customers/buyers and thereby make profits thereof on the land.

AND WHEREAS the First Party are unable to construct the said multistoried building for multipurpose use and advantage due to lack of experiences, expertise, energy and preoccupations.

Marigold InfraProjects Private Limited

Mansha Garg
Director

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RAMAYAR AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

AND WHEREAS the Second Party and its Partner are a bona-fide and renowned developer/Promoter/Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/advance/ securities during the tenure of construction.

AND WHEREAS the First Party having come to know about the credential of the Second Party, the First Party approaches the Second Party to construct a Multistoried building on the land as above referred and fully described in the schedule given below either building wise/block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Second Party shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/ building/ utility areas/common spaces to the intending buyers/purchasers/ company's/ organizations/co-operatives and/or, as deemed fit from its allocated share.

AND WHEREAS in consideration of the aforesaid offer and the acceptance by the parties and to avoid future disputes and misunderstandings the parties hereby mutually agree to the following terms and conditions appearing hereunder.

Mariegold Infraprojects Private Limited

Navisha Garg
Director

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RAMAVTAR AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

NOW THIS INDENTURE/AGREEMENT FOR DEVELOPMENT

WITNESSETH and is hereby agreed by and between the parties hereto as follows:-

ARTICLE 1, DEFINATIONS

1. **OWNER:** Shall mean **MARIEGOLD INFRAPROJECTS PRIVATE LIMITED** (First Party No. 1), **RAMAVTAR AGARWAL (HUF) ALIAS RAMAUTAR AGARWAL (HUF)**, First Party No. 2) & **MAMAN CHIRAG AGARWAL (HUF)** (First Party No. 3) their successor in interest and assigns.
2. **DEVELOPER:** Shall mean the aforesaid **INDIRA CONSTRUCTIONS** represented by its partner **SRI CHIRAG AGARWAL** and its successors in interest and assigns.
3. **BUILDING:** Shall mean multi storied residential building to be constructed on the said land in accordance with the Building Plan prepared which shall be approved by respective Regulatory Authority.
4. **COMMON FACILITIES AND AMENITIES:** Shall mean corridors, stairways, passage ways, approach roads, lifts provided by the Developer, pump room, tube well, overhead tank, water pump, generator room, fire protection, transformer and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenances and/or management of the building.
5. **SALEABLE SPACE:** Shall mean the space in the building available for independent use and occupancy after making the provisions for common facilities as aforesaid and for space required for car parking space.

6. OWNER'S ALLOCATION: shall mean sale proceeds as detailed herein below of the proposed building together with the undivided Proportionate right, title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

- a. Space Sold below the rate of Rs. 3000 per Sq.Ft. - 25% of the Sale Proceed
- b. Space Sold between the rate of Rs. 3000 to 3999 per Sq.Ft. - 26% of the Sale Proceed
- c. Space Sold between the rate of Rs. 4000 to 4999 per Sq.Ft. - 30% of the Sale Proceed

7. DEVELOPER'S ALLOCATION: shall mean remaining sale proceeds as detailed herein below of the proposed building together with the undivided Proportionate right, title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

- a. Space Sold below the rate of Rs. 3000 per Sq.Ft. - 75% of the Sale Proceed
- b. Space Sold between the rate of Rs. 3000 to 3999 per Sq.Ft. - 74% of the Sale Proceed
- c. Space Sold between the rate of Rs. 4000 to 4999 per Sq.Ft. - 70% of the Sale Proceed

8. RIGHT TO CONSTRUCT ON THE ROOF: in case permission from the appropriate authority can be obtained for further construction on the Roof of the multistoried Building, the rights will be shared in the same proportion among the parties.

9. ARCHITECH: shall mean the person or persons who may be appointed by the developer for designing and planning of the said building.

ARTICLE - II, OWNER'S REPRESENTATION

1. The said land is not vested under the Urban Land (Ceiling and Regulation) Act, 1976.
2. That the owner/first party is the sole and absolute owner of the entire landed property since they acquired and are in peaceful possession of the said landed property.
3. That the owner have a clear, good, marketable title in respect of the said landed property and the same is free from all encumbrances, charges, liens, Lis pendence, attachment and trust whatsoever or howsoever.
4. That except the first party nobody else has any right, title, interest, claim or demand into or upon the said landed property or any part or portion thereof.

5. That in case if in future any dispute or litigation arises or is found pending with respect to the land as more fully described in the schedule "A" below the same shall be settled by the First Party/Land owners at their own cost and the Second Party shall cooperate and assist the First Party in doing so, but the second party shall not make any expenditure in doing so.
6. That the first party/owner have not entered into any agreement for sale, transfer, development nor has created any interest of third party into or upon the said premises or any part or portion thereof prior to entering this Agreement for Development.
7. That the Developer shall handover all documents, plans etc. to the owner after completion of the building.

ARTICLE - III, DEVELOPER'S RIGHT

1. The owner hereby grants subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said building comprising the various commercial space/residential flats, parking, to public for their purpose by entering into agreements for sell and/or transfer and/or construction in respect of the all the Saleable Space in accordance with the plan sanctioned by the appropriate authorities with or without amendment and/or modification made or caused by the developer with the approval of the owner at its own costs.

2. The Developer shall be entitled to prepare, modify or alter the plan with approval of the owner and to submit the same to the appropriate authorities in the name of the owner.
3. The developer shall be entitled absolutely to its respective space & areas and shall be at liberty to deal therewith in any manner they deem fit and proper subject to the general restrictions for mutual advantage inherent in the, commercial /Residential Unit, Parking etc. They will also be at liberty to enter into agreement for sale of all the areas and receive the Advance and full consideration for the area and remit the share owners to them.
4. The owner will execute and registered a General power of Attorney in favor of the developer for the sale of the entire saleable Space by the Developer.
5. Developer is fully authorized to develop the aforesaid land by constructing the several multistoried Buildings on the below schedule land. The developer is also entitled to enter into agreement to sale with intended purchaser/s and receive the advance money and other payments there from at any stage.
6. That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the Promoter under the prevalent laws, if and as applicable, and for that to sign, execute and deliver all applications, forms, documents, papers etc.

Maniegold Infra Projects Private Limited

Manisha Agarwal
Director

RAMAYAR AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

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7. That the Developer shall be entitled to obtain loans, project loans etc from any Bank, Financial Institution etc for development of the said Landed property on security or charge or mortgage and if any confirmation or document is required by the Developer/second party, the owner/First Party shall provide it and fully co-operate with the Developer/second party.
8. That the second party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses.

ARTICLE - IV, BUILDING CONSIDERATION

1. That the Developer shall pay a sum of Rs. 20,00,00,000/- (Rupees Twenty Crores) only to the Land Lord as interest free non-refundable security deposit hereof for settlement of all their personal liabilities and claims in relation to the below schedule "A" property if any and the same shall be adjusted by the Developer from the sale Proceed share of the land owner. The security deposit amount will be adjusted with the share of landlord, during the tenure of the project.
2. That the aforesaid sum of Rs.20,00,00,000/- (Rupees Twenty Crores) only shall be paid by the Developer to the Land Owner in the following manner:

- a. A sum of Rs. 1,00,00,000/- (Rupees One Crore) only at the time of execution of this agreement and;
- b. A sum of Rs. 19,00,00,000/- (Rupees Nineteen Crores) only to be paid 5 installments. First installment of Rs. 1,00,00,000/- (Rupees One Crores) in the Financial Year 2021-2022 and the remaining amount in 4 equal installment of Rs. 4,50,00,000/- (Four Crores Fifty Lakhs) during the financial year, commencing from 01/04/2022 to 01/04/2025.

In consideration of the owners having agreed to permit the developer to sell all the saleable space as allocated commercial space, residential flats, Parking Space and other saleable units/premises of the said premises and construct, erect and complete the building in the said land as the developer agrees.

- a. At their own costs shall obtain all necessary permissions and/or approvals and/or consents.
- b. In respect of the consideration of the building to pay costs of supervision of the development and construction in the building at the said premises.
- c. To bear all costs, charges and expenses for construction of the building at the said premises.

ARTICLE - V, OWNER'S ALLOCATION

1. **OWNER'S ALLOCATION:** shall mean sale proceeds as detailed herein below of the proposed building together with the undivided Proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

- a. Space Sold below the rate of Rs. 3000 per Sq.Ft.
- 25% of the Sale Proceed
- b.Space Sold between The Rate of Rs. 3000 to 3999 per Sq.Ft. - 26% of The Sale Proceed
- c.Space Sold between The Rate of Rs. 4000 to 4999 per Sq.Ft. - 30% of The Sale Proceed

2. The Developer shall construct, erect and complete at its own costs the entire common facilities and amenities for the said building by using good quality materials which will be specified for construction purpose for which owners hereof has no liability of any nature whatsoever.

3. The Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of the undivided proportionate share in common facilities and amenities.

Marigold InfraProjects Private Limited

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Director

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INDIRA CONSTRUCTIONS

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ARTICLE - VI, DEVELOPER ALLOCATION

In consideration of the above the developer shall mean sale proceeds as detailed herein below of the proposed building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building and/or buildings and the developer shall be entitled to enter into agreement for sell and transfer for residential and to receive and collect all moneys in respect thereof 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 consent by the owner and comply with all other obligation of the developer to the owner under this agreement. It is further agreed that the owner shall be a party in the deed of conveyances to be executed by the developer and the developer will be a confirming party in all such deeds.

- a. Space Sold below the rate of Rs. 3000 per Sq.Ft.
- 75% of the Sale Proceed
- b.Space Sold between The Rate of Rs. 3000 to 3999 per Sq.Ft. - 74% of The Sale Proceed
- c.Space Sold between The Rate of Rs. 4000 to 4999 per Sq.Ft. - 70% of The Sale Proceed

MonteGold InfraProjects Private Limited

Manisha Bhang
Director

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

ARTICLE - VII, THE OWNER'S OBLIGATION

1. That the owners are entitled to the entire sale proceeds as detailed above of the proposed building and the developer is also entitled to the entire sale as detailed above in the building as per sanctioned plan duly sanctioned by the appropriate authority.
2. That the Owner's/First Party shall not demand for any payment apart from that mentioned in this indenture whatsoever and any liability on part of the owner's such as P.F., E.T. and/or any other kind of personal liability to clear the said property shall be borne solely by the Owners among themselves.
3. That the owners shall co-operate and arrange to hand over the vacant possession of the said landed property after clearing all kind of dispute if any with whomsoever.
4. That the owner shall co-operate for the renewal of plan and get it sanctioned from the respective authority at the cost of Developer.
5. That in case of any dispute or obstructions in respect of title and/or possession of the below scheduled land, before/during/post construction, the Developer shall take all necessary measures to resolve it and the land owners shall co-operate in any manner to resolve the same at the cost of the owners. Any delay in project due to such dispute or obstructions shall not be considered as delay in the part of the developer in completion of the project.

Marigold Infraprojects Private Limited

Mawisha Bera
Director

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RAMAVTAR AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

ARTICLE - VIII, THE DEVELOPER'S OBLIGATION

1. That the owners will be entitled to the sale Proceed detailed above and the developer is entitled to the rest of the Sale Proceed detailed above in the building as per sanctioned plan duly sanctioned by the appropriate authorities.
2. The above mention sanction plan should also be approved by West Bengal Housing Industry Regulatory Authority (WBHIRA).
3. The Developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-law of the authority concerned and in conformity with the sanctioned plan as aforesaid.
4. The developer shall indemnify and keep the owner saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the developer during demolition and construction of the new building and/or buildings, including claims by the owner of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the developer on any account whatsoever, including any accident or other loss, any demand and/or claim made by the owner of the developer's area and any action taken by the corporation and/or any other authority for any

Mariagold Infoprojects Private Limited

Mansha Chugh
Director

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INDIRA CONSTRUCTIONS

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PARTNER

illegal or faulty construction or otherwise of the new building and the developer shall also indemnify and keep the owner indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the developer, in pursuance of the authorities granted as aforesaid.

5. That the Landowners shall handover all documents, building plans and other related documents etc. to the developer after the completion of building, if in future Landowners requires the same it shall be provided by the developer.
6. That henceforth all documentation and plan renewal with all relevant legal cost to be borne by the developer which will be excluded from landowner's entity.
7. That the Developer shall construct the multistoried Building/tower(s) in good order and shall use standard quality of materials. The quality of materials shall be such as may from time to time be recommended by the Architect and such recommendation of the Architect shall be acceptable to the parties hereto.
8. That the Developer at its own cost and expenses shall obtain connections for water, electricity, Fire, drainage, sewerage, Security System for common areas, Landscaping and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction use and enjoyment of the Buildings. The said connection may be in the name of the Developer and/or the Owners and/or both of them.

9. That the Second Party/Developer shall be solely liable and responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed multistoried buildings and towers.
10. That the second party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses.
11. That the Developer at his cost shall complete all the common areas requisites such as fire, septic tanks, common bathroom, parking lots, common electricity, flooring, plumbing and waters (for common), exterior painting works, boundary wall and common roads and passage, etc
12. That in case of any dispute or obstructions before/during/post construction, the Developer shall take all necessary measures to resolve it and the land owners shall co-operate in any manner to resolve the same.
13. The GST liability arising on transfer of development rights shall be paid by the "developer" under "Reverse Charge Basis" as per the prevailing government norms - "service by way of transfer of development rights on or after 1st April, 2019 for construction of residential apartments by a promoter in a project, intended for sale to a buyer, wholly or partly, except where the entire consideration has been received

Mariagold InfraProjects Private Limited

Mawisha Garg
Director

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RAMANJAR AGARWAL (HUF)

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INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

after issuance of completion certificate, where required, by the competent authority or after its first occupation, whichever is earlier shall be paid by the developer under Reverse Charge Basis on such proportion of value of development rights as it is attributable to development rights, which remain un-booked as on the date of issuance of completion certificate, or first occupation, as the case maybe."

14. The GST Liability, if any on the consideration received from the customers will be collected in full by the Developer and thereby will be payable in full to the Government by the Developer.

ARTICLE IX - POWER OF ATTORNEY

1. The owners shall sign, execute and register one General Power of Attorney in favor of the developer for (a) compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder, (b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the developer hereunder (including those relating to sell, conveyance or otherwise transfer the saleable unit, Areas, spaces of the Building to be constructed) with provision of remitting of their share in Sale Proceed to them.

2. It is further understood that to facilitate the construction of the new building and/or buildings by the developer various deeds, matters and things not herein specified may be required to be borne by the developer and for which the developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner from time to time relating to which specific provisions may not have been mentioned herein and the owner hereby agrees to do at the costs and expenses of the developer all such acts, deeds, matters and things and execute such application, papers and such further/ additional power of attorney and/or authorization as may be required by the developer.

3. The owner agrees not to revoke the power of attorney granted Unconditional by the owners for the purpose and as herein contained during the subsistence of this agreement not prejudicial to the original contents of the agreement.

ARTICLE - X CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said building.
2. The construction shall be completed within 5 years of sanction/renewal of the building plan subject to force majeure. Further the stipulated time can be extended for a period of not more than 6 months. In case the construction is not completed as per the scheduled time plus the extended period of 6 months, then the developer will be liable for interest in the outstanding amount payable to the owner.

Mariagold Infoprojects Private Limited
Mavisha Garg
Director

RAJANILAR AGARWAL (HUF)

Rajani

KARTA

MAMAN CHAND AGARWAL (HUF)

Maman

KARTA

INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

3. That the Architects and Engineers so appointed shall be the deciding authority for the quality of the material used in construction and of the construction work too. They shall also be authorized to declare whether the residential premises are fit for possession or not.
4. To comply by all the promises made to the purchasers, intended purchasers of the units and in case the developer fails to comply with the same, it shall bear proportionate expenses so incurred to comply with the promises made.

ARTICLE - XI SALE PROCEEDS

1. Accordingly the Owner and the Developer shall be entitled to Share the Sale Proceed in the ration as detailed herein below:-

OWNER SALE PROCEED

- a. Space Sold below the rate of Rs. 3000 per Sq.Ft. - 25% of the Sale Proceed
- b. Space Sold between the rate of Rs. 3000 to 3999 per Sq.Ft. - 26% of the Sale Proceed
- c. Space Sold between the rate of Rs. 4000 to 4999 per Sq.Ft. - 30% of the Sale Proceed

DEVELOPER SALE PROCEED

- a. Space Sold below the rate of Rs. 3000 per Sq.Ft. - 75% of the Sale Proceed
- b. Space Sold between the rate of Rs. 3000 to 3999 per Sq.Ft. - 74% of the Sale Proceed
- c. Space Sold between the rate of Rs. 4000 to 4999 per Sq.Ft. - 70% of the Sale Proceed

Mariegold Indraprojects Private Limited

Mavisha Garg
Director

RAMAYTAR AGARWAL (HUF)

Ram
KARTA

MAMAN CHAND AGARWAL (HUF)

Maman
KARTA

INDIRA CONSTRUCTIONS

Chirag Agarwal
PARTNER

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2. The undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the owner and the developer contained herein.
3. The Owner and Developer shall be entitled to transfer or otherwise deal with the building and share the Sale Proceed in between themselves.
4. That the Payment of the land owner's sale Proceed received to be transferred to a Joint Venture Account of the Landowners as and when the same are received by the Developer in the form of Advances, Installments and/or full Payment.

ARTICLE - XII BUILDING

1. The developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the sanctioned plan as aforesaid with good and standard materials as may be specified by the architect from time to time.
2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding on the parties hereto. The owner may inspect the site during the construction period and may indicate any variation and/or regarding quality of material if it is poor.
3. The developer shall erect in the said building at its own costs as per specification and drawings provided by the architect, pump, tube well, water storage

Maregold Infoprojects Private Limited
Manisha Guag
Director

RAMAYAR AGARWAL (HUF)

MAHARAJA GRAND AGARWAL (HUF)
KARTIA
KARTIA

INDIRA CONSTRUCTIONS
Chirag Agarwal
PARTNER

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tanks, lift, overhead reservoirs, septic tank, electrification, generators, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in a residential building and constructed spaces for sell and/or lease of constructed space therein on ownership basis.

4. The developer shall be authorized in the name of the owner in so far as the necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction or enjoyment of the building or buildings for which purpose the owner shall execute in favour of the developer a power of attorney as shall be required by the developer without incurring any liability to the owner.

5. The developer shall at its own cost and expenses construct and complete the building and various units and/or apartments herein accordance with the building plan and amendments thereto or modification thereof made or caused to be made by the developer.
6. All costs, charges and expenses including architect fees shall be paid, discharged and borne by the developer and the owner shall have no liability in this context.

7. That after the construction of the Building developer hereof shall at its own cost and expenses install a Transformer and Generator in the building, the Land owner shall have no liability for the same.
8. The developer shall provide at its own cost supplying electricity, main switch, socket etc water pipeline, sewerage connection in the proposed Building.

ARTICLE XIII COMMON FACILITIES

1. The landowner shall pay and bear the property taxes and other dues and outgoing of the said property until the execution of this agreement.

ARTICLE - XIV LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the constituted attorney of the owner to defend all actions, suits and proceedings which god forbids may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specifically may be required to be done by the developer and for which developer may need the authority of the

Marigold InfraProjects Private Limited
Nandisha Garg
Director

RAJAVYAR AGARWAL (HUF)
KARTA

MAMAN CHAND AGARWAL (HUF)
KARTA

INDIRA CONSTRUCTIONS
Chirag Agarwal
PARTNER

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owner's application and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the owner shall execute authorizations as may be required by the developer for the purpose and the owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owner and/or go against the spirit of this agreement.

2. It is hereby expressly agreed by and between the parties hereto that owner shall be liable and responsible to make good the title and/or possession in case any dispute arises relating to the title and/or possession of the below schedule land and to defend all actions, suits and proceedings which god forbids may arise in respect of the said land on which the building is to be constructed.
3. Any notice required to be given by the developer shall without prejudice to any other mode of service available deemed to have been served on the owner if delivered by hand with due acknowledgement at the residence of the owner and shall likewise be deemed to have been served on the developer by the owner if delivered by hand or send by prepaid registered post to the registered office of the developer.

4. Both the developer and the owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof, all the owner hereby agree to abide by all the rules and regulations, as such management, society/ association/ holding organization do hereby give their consent to abide by the same.
5. The name of the building shall be any name as decided by the developer.
6. The owner hereby assures the developer that there is no existing agreement regarding the development or sell of the said land and that all other agreement if any prior to this agreement have been cancelled and the owner agrees to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

ARTICLE - XV FORCE MAJEURE

1. The parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.
2. The Developer shall not be liable nor responsible for any loss or damage caused by the act of God or on happening of anything/act behind its control such as Earthquake, Flood, Lightning, Acid Rain etc. inspite of constructing the building with seismic designee or standard quality materials with proper supervision of the developer.

Mariagold Infoprojects Private Limited.

Manisha Ganguly
Director

RAMAVTAR AGARWAL (HUF)

Ram Avtar
KARTA

MAMAN CHATUR AGARWAL (HUF)

Maman Chatur
KARTA

INDIANA CONSTRUCTIONS

Chirag Agarwal
PARTNER

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3. Force Majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout, air raid and/or any court order or injunction restraining the construction of the building or buildings at the said property (not occasioned at the instance of the developer) and/or changes in any municipal or other rules and laws relating to sanction of plans after the same is submitted for sanction.

ARTICLE - XVI ARBITRATION

All disputes and/or differences by and between the parties hereto arising out of or relating to the said premises or any of the provisions hereof shall be referred for arbitration. Arbitrators will be appointed and/or selected by both the parties according to the choice of each of them and adjudicated under the provision of the Arbitration and Conciliation Act, 1996 with an amendment or modification thereof. The venue of arbitration will be at Darjeeling District.

ARTICLE - XVII JURISDICTION

The ordinary original civil jurisdiction of the Hon'ble Siliguri Court shall have jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this agreement.

SCHEDULE OF LAND

All that piece or parcel of homestead land measuring 7.34 (Seven Point Three Four) Acre appertaining to and forming part of R.S. Plot No. 428 (Four Twenty Eight), 430 (Four Thirty), 434 (Four Thirty Four), & 435 (Four Thirty Five) corresponding to L.R. Plot No. 622 (Six Twenty Two), 624 (Six Twenty Four), & 639 (Six Thirty Nine), recorded in R.S. Khatian No. 3/1 (Three by One) and 16 (Sixteen) Corresponding to L.R. Khatian No. 2634 (Two Six Three Four), 2635 (Two Six Three Five), & 100 (One Zero Zero) Mouza - Baraghoria, J.L. No. 82 (Two), Pargana - Patharghata, P.S. Matigara in the District of Darjeeling.

Plot wise detail of the land is as follows:-

L.R. PLOT NO	L.R. KHATIAN NO	ROR	AREA
622	2634		2.70
	100		0.19
624	2635		2.29
	100		0.16
639	2635		1.87
	100		0.13
TOTAL AREA			7.34

The Land is butted and bounded as follows:-

NORTH : Land of Sri Arun Kumar Gupta & others

SOUTH : Land of Nagina Prasad & others

EAST : Land of Uttarayan

WEST : 35 feet wide Road

IN WITNESSETH WHEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

WITNESSES

1.

*Subrata Kumar Ghosh
S/O Late S. S. Kumar Ghosh
Savitri Bhawan Marg
P.O. S. Siliguri
Dist. Darjeeling*

2.

*Daravish Das
S/o Jatin Das
Nauyashet
Siliguri.*

EXECUTANT

Kanigold Infra Projects Private Limited

Manisha Garg

Director

RAMAVTAR AGARWAL (HUF)

Ram KARTA

MAMAN CHAND AGARWAL (HUF)

Manu KARTA

(FIRST PARTY)

INDIRA CONSTRUCTIONS

Chirag Agarwal PARTNER

(SECOND PARTY)

Drafted by me and printed in my office

Manoj Agarwal

Advocate, Siliguri.

Enrl. No.F-505/434 of 1997

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

MARIEGOLD INFRAPROJECTS PRIVATE
LIMITED



03/07/2008

Permanent Account Number

AAFCM7567E

20112016

Mariegold Infraprojects Private Limited

Manisha Garg
Director



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

नामांकन क्रम / Enrollment No.: 2017/00203/00117

To
ममन चंद अग्रवाल
Maman Chand Agarwal
C/O Maman Chand Agarwal
Garg House Old Kutchery Road
Darjeeling DARJEELING
Darjeeling Darjiling
West Bengal 734101
9434057909

01/02/2012

16443335



00164423203N



आपका आधार क्रमांक / Your Aadhaar No. :

5471 3816 2458

आधार – आम आदमी का अधिकार

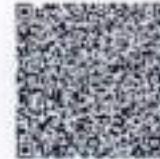


भारत सरकार
GOVERNMENT OF INDIA



ममन चंद अग्रवाल
Maman Chand Agarwal
जन्म वर्ष / Year of Birth : 1949
पुरुष / Male

5471 3816 2458



आधार – आम आदमी का अधिकार

Maman Chand Agarwal



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India

Government of India

Enrollment No. : 2010/6002B/00501

To
Ramavtar Agarwal
S/O : Surojmal Agarwal
16 M. G ROAD , KHALPARA
Siliguri (M Corp)
Siliguri Bazar
Siliguri Darjeeling
West Bengal 734005
9434045130

30112018
24880951



MD248809514FH



आपका आधार क्रमांक / Your Aadhaar No. :

5795 8058 7137

मेरा आधार, मेरी पहचान



भारत सरकार

Government of India



Ramavtar Agarwal
Father : Surojmal Agarwal
DOB : 12/06/1932
Male



5795 8058 7137

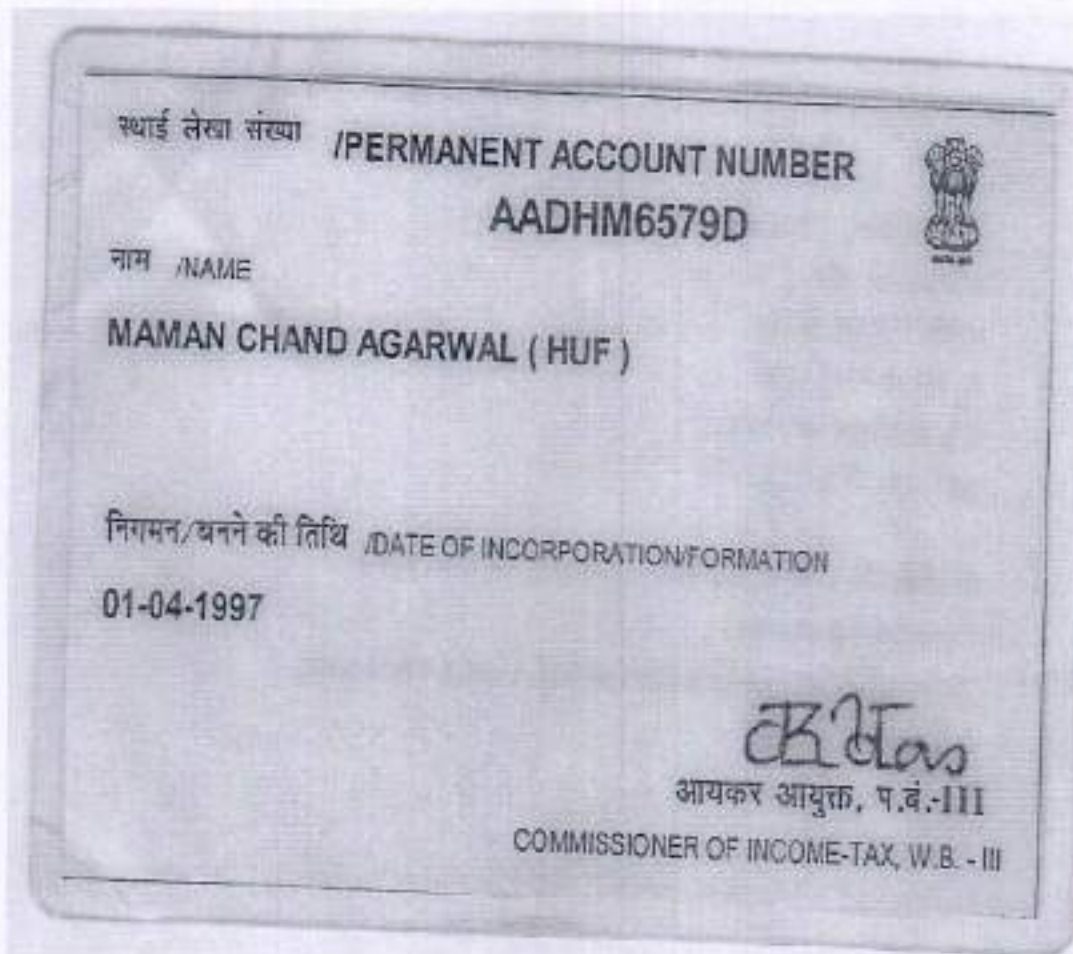
मेरा आधार, मेरी पहचान



RAMAVTAR AGARWAL (HUF)
[Handwritten Signature]
KARTA














Manoj @ Manoj Agarwal & Associate
today at 11:53 AM












MAMAN CHAND AGARWAL (HUF)

Maman Chand
KARTA



 <i>Manisha Garg</i>		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

Marigold Infraprojects Private Limited
Manisha Garg
 Signature Director

 <i>Man</i>		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

Man
 Signature

 <i>Man</i>		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					

Man
 Signature





Chirag Agarwal

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

INDIRA CONSTRUCTIONS

Chirag Agarwal

SIGNATURE PARTNER

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

Signature

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

Signature

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA



पत्रांक: 10/10/2017
पत्रांक: 10/10/2017

AAGFI6623R

TIN Name
INDIRA CONSTRUCTIONS



10/10/2017
10/10/2017

INDIRA CONSTRUCTIONS

Chirag Agarwal

PARTNER



Government of West Bengal
Directorate of Registration & Stamp Revenue

FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0403000631/2021	Date of Application	05/05/2021
Query No / Year	04032000781365/2021		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr Mary Dey		
Stampduty Payable	Rs.75,021/-		
Registration Fees Payable	Rs.1,00,021/-		
Applicant Name of the Visit Commission	Mr M Dey		
Applicant Address	siliguri		
Place of Commission	ischon mandir road, siliguri		
Expected Date and Time of Commission	05/05/2021 7:00 PM		
Fee Details	J1: 250/-, J2: 400/-, PTA-J(2): 0/-, Total Fees Paid: 650/-		
Remarks			



Government of West Bengal

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

OFFICE OF THE A.D.S.R. BAGDOGRA, District Name :Darjeeling

Signature / LTI Sheet of Query No/Year 04032000781365/2021

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
1	Mrs MANISHA GARG 16 M G ROAD, KHALPARA, P.O.- SILIGURI BAZAR, P.S.- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005	Represent ative of Land Lord [MARIEG OLD INFRAPR OJECTS PRIVATE LIMITED]			Mariegold Infraprojects Private Limited Director Manisha Garg
2	Mr RAMAVTAR AGARWAL Alias Mr RAMAUTAR AGARWAL 16, M G ROAD, P.O.- SILIGURI BAZAR, P.S.- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005	Represent ative of Land Lord [RAMAVT AR AGARWA L HUF]			RAMAVTAR AGARWAL (HUF) KARTA Ram

L. 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 MAMAN CHAND AGARWAL 18, M G ROAD, P.O - SILIGURI BAZAR, P.S.- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India. PIN - 734005	Representative of Land Lord [MAMAN CHAND AGARWAL HUF]			
4	Mr CHIRAG AGARWAL SEVOKE ROAD, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India. PIN - 734001	Representative of Developer [INDIRA CONSTRUCTIONS]			
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling West Bengal, India. PIN - 734004	Mrs MANISHA GARG, Mr RAMAVTAR AGARWAL, Mr MAMAN CHAND AGARWAL, CHIRAG AGARWAL			

(Yogen Tshering Bhutia)
 ADDITIONAL DISTRICT
 SUB-REGISTRAR
 OFFICE OF THE A.D.S.R.
 BAGDOGRA
 Darjeeling, West Bengal

Major Information of the Deed

Deed No :	I-0403-03622/2021	Date of Registration	10/05/2021
Query No / Year	0403-2000781365/2021	Office where deed is registered	
Query Date	14/04/2021 2:52:52 PM	0403-2000781365/2021	
Applicant Name, Address & Other Details	Mary Dey Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7679212292, Status : Buyer/Claimant		
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 : 1,00,00,000/-]	
Set Forth value		Market Value	
		Rs. 33,31,20,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 1,00,021/- (Article:E, E, E.)	
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-622 (RS :-)	LR-2634	Bastu	Itkhola	2.7 Acre		12,96,00,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
L2	LR-622 (RS :-)	LR-100	Bastu	Itkhola	0.19 Acre		91,20,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
L3	LR-624 (RS :-)	LR-2635	Bastu	Itkhola	2.29 Acre		10,99,20,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
L4	LR-624 (RS :-)	LR-100	Bastu	Itkhola	0.16 Acre		76,80,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
L5	LR-639 (RS :-)	LR-2635	Bastu	Rupni	1.87 Acre		7,18,08,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
L6	LR-639 (RS :-)	LR-100	Bastu	Rupni	0.13 Acre		49,92,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
TOTAL :					734Dec	0 /-	3331,20,000 /-	
Grand Total :					734Dec	0 /-	3331,20,000 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED GARG AND CO. M R ROAD, KHALPARA, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxxx7E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	RAMAVTAR AGARWAL HUF 16, M.G. Road, Siliguri, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxxx9B,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	MAMAN CHAND AGARWAL HUF 16, M.G. Road, Siliguri, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAxxxxxx9D,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	INDIRA CONSTRUCTIONS SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx3R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mrs MANISHA GARG Wife of Mr KISHAN GARG 16 M G ROAD,KHALPARA, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 44xxxxxxx6851 Status : Representative, Representative of : MARIEGOLD INFRAPROJECTS PRIVATE LIMITED (as DIRECTOR)
2	Mr RAMAVTAR AGARWAL, (Alias Name: Mr RAMAUTAR AGARWAL) Son of Late SURAJMAL AGARWAL 16, M G ROAD, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 57xxxxxxx7137 Status : Representative, Representative of : RAMAVTAR AGARWAL HUF (as KARTA)
3	Mr MAMAN CHAND AGARWAL (Presentant) Son of Late SURAJMAL AGARWAL 16, M G ROAD, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 54xxxxxxx2458 Status : Representative, Representative of : MAMAN CHAND AGARWAL HUF (as KARTA)
4	Mr CHIRAG AGARWAL Son of Mr MOHAN KUMAR AGARWAL 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: 43xxxxxxx2680 Status : Representative, Representative of : INDIRA CONSTRUCTIONS (as PARTNER)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, City:- Siliguri Mc. , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004			
Identifier Of Mrs MANISHA GARG, Mr RAMAVTAR AGARWAL, Mr MAMAN CHAND AGARWAL, Mr CHIRAG AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED	INDIRA CONSTRUCTIONS-90 Dec
2	RAMAVTAR AGARWAL HUF	INDIRA CONSTRUCTIONS-90 Dec
3	MAMAN CHAND AGARWAL HUF	INDIRA CONSTRUCTIONS-90 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED	INDIRA CONSTRUCTIONS-6.33333 Dec
2	RAMAVTAR AGARWAL HUF	INDIRA CONSTRUCTIONS-6.33333 Dec
3	MAMAN CHAND AGARWAL HUF	INDIRA CONSTRUCTIONS-6.33333 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED	INDIRA CONSTRUCTIONS-76.3333 Dec
2	RAMAVTAR AGARWAL HUF	INDIRA CONSTRUCTIONS-76.3333 Dec
3	MAMAN CHAND AGARWAL HUF	INDIRA CONSTRUCTIONS-76.3333 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED	INDIRA CONSTRUCTIONS-5.33333 Dec
2	RAMAVTAR AGARWAL HUF	INDIRA CONSTRUCTIONS-5.33333 Dec
3	MAMAN CHAND AGARWAL HUF	INDIRA CONSTRUCTIONS-5.33333 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED	INDIRA CONSTRUCTIONS-62.3333 Dec

2	RAMAVTAR AGARWAL HUF	INDIRA CONSTRUCTIONS-62.3333 Dec
3	MAMAN CHAND AGARWAL HUF	INDIRA CONSTRUCTIONS-62.3333 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	MARIEGOLD INFRAPROJECTS PRIVATE LIMITED	INDIRA CONSTRUCTIONS-4.33333 Dec
2	RAMAVTAR AGARWAL HUF	INDIRA CONSTRUCTIONS-4.33333 Dec
3	MAMAN CHAND AGARWAL HUF	INDIRA CONSTRUCTIONS-4.33333 Dec

Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 622, LR Khatian No:- 2634	Owner: RAMAVTAR AGARWAL, Gurdian: RAMAVTAR, Address: নিক, Classification: ইটখোলা, Area: 2.70000000 Acre,	RAMAVTAR AGARWAL HUF
L2	LR Plot No:- 622, LR Khatian No:- 100	Owner: কীমলাল বাল, Gurdian: ক্রমলাল, Address: মাটিগড়া, Classification: ইটখোলা, Area: 0.19000000 Acre,	Seller is not the recorded Owner as per Applicant.
L3	LR Plot No:- 624, LR Khatian No:- 2635	Owner: MAMAN CHAND AGARWAL, Gurdian: MAMAN CHAND, Address: নিক, Classification: ইটখোলা, Area: 2.29000000 Acre,	MAMAN CHAND AGARWAL HUF
L4	LR Plot No:- 624, LR Khatian No:- 100	Owner: কীমলাল বাল, Gurdian: ক্রমলাল, Address: মাটিগড়া, Classification: ইটখোলা, Area: 0.16000000 Acre,	Seller is not the recorded Owner as per Applicant.
L5	LR Plot No:- 639, LR Khatian No:- 2635	Owner: MAMAN CHAND AGARWAL, Gurdian: MAMAN CHAND, Address: নিক, Classification: নৃপনী, Area: 1.87000000 Acre,	Seller is not the recorded Owner as per Applicant.
L6	LR Plot No:- 639, LR Khatian No:- 100	Owner: কীমলাল বাল, Gurdian: ক্রমলাল, Address: মাটিগড়া, Classification: নৃপনী, Area: 0.13000000 Acre,	Seller is not the recorded Owner as per Applicant.

On 05-05-2021

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 33,31,20,000/-



Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

On 06-05-2021

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

Presented for registration at 15:53 hrs on 06-05-2021, at the Private residence by Mr MAMAN CHAND AGARWAL ..

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

Execution is admitted on 06-05-2021 by Mrs MANISHA GARG, DIRECTOR, MARIEGOLD INFRAPROJECTS PRIVATE LIMITED (Private Limited Company), GARG AND CO. M R ROAD, KHALPARA, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Execution is admitted on 06-05-2021 by Mr RAMAVTAR AGARWAL, , Mr RAMAUTAR AGARWAL KARTA, RAMAVTAR AGARWAL HUF (HUF), 16, M.G. Road, Siliguri, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Execution is admitted on 06-05-2021 by Mr MAMAN CHAND AGARWAL, KARTA, MAMAN CHAND AGARWAL HUF (HUF), 16, M.G. Road, Siliguri, City:- Siliguri Mc, , P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

Execution is admitted on 06-05-2021 by Mr CHIRAG AGARWAL, PARTNER, INDIRA CONSTRUCTIONS (Partnership Firm), SEVOKE ROAD, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service



Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

On 10-05-2021

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 Fees

Certified that required Registration Fees payable for this document is Rs 1,00,021/- (B = Rs 1,00,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/05/2021 12:23PM with Govt. Ref. No: 192021220008990381 on 05-05-2021, Amount Rs: 1,00,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 310052038 on 05-05-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 812, Amount: Rs.5,000/-, Date of Purchase: 13/04/2021, Vendor name: S S Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/05/2021 12:23PM with Govt. Ref. No: 192021220008990381 on 05-05-2021, Amount Rs: 70,021/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 310052038 on 05-05-2021, Head of Account 0030-02-103-003-02



Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 040303622 for the year 2021.



Digitally signed by YOGEN TSHERING
BHUTIA

Date: 2021.06.25 17:05:19 +05:30

Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2021/06/25 05:05:19 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)