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पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

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07-4-22  
2-1059167/m



Sushma Devi  
 V. K. M. T.  
 Manisha Shah  
 Timir Chakravarti  
 Soumitra

ECO STRUCTURE BUILDERS  
 Partner

DEVELOPMENT AGREEMENT

THIS INDENTURE IS MADE ON THIS THE 07<sup>TH</sup> DAY OF

APRIL, 2022.

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

Adl. District Sub-Registrar  
 Bhaso Nagar, Jalpaiguri

07 APR 2022

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REGISTRATION STAMP

1850 Date 24.03.22

and Ecostructure Builders  
Sevoke Road, Siliguri

Value 5000/- Five Thousand only

Govt. Stamp Vendor  
Bagdogra  
Lic. No. 545/RM  
07 / Darjeeling



Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri



07 APR 2022

স্বাক্ষরিত হইল  
জালপাইগুড়ি জেলা  
সাব-রেজিষ্টার  
ভক্তি নগর

স্বাক্ষরিত হইল  
জালপাইগুড়ি জেলা

০৭ এপ্রিল ২০২২

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Sushma Devi  
Vikash Shah  
Manisha Shah  
Tina Chaturvedi  
Soni Shah

ECO STRUCTURE BUILDERS  
Partner

**BETWEEN**

**1. SMT. SUSHMA DEVI**, wife of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Swaraswati Rice Mill, 2<sup>nd</sup> Mile, Sevoke Road, Siliguri, P.O. - Sevoke Road, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734001, in the State of West Bengal, ( I.T. PAN - ADFPD1047A)

**2. SRI VIKAASH SHAH**, son of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, Business by occupation, residing at Swaraswati Rice Mill, 2<sup>nd</sup> Mile, Sevoke Road, Siliguri, P.O. - Sevoke Road, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734001, in the State of West Bengal, ( I.T. PAN - APEPS7350G)

**3. MISS MANISSHA SHAH**, daughter of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Swaraswati Rice Mill, 2<sup>nd</sup> Mile, Sevoke Road, Siliguri, P.O. - Sevoke Road, P.S. - Bhaktinagar, District - Jalpaiguri, PIN - 734001, in the State of West Bengal, ( I.T. PAN - KKDPS7983B)

**4. SMT. TINA SHAH alias TINA CHATURVEDI**, wife of Sri Avinash Chaturvedi and daughter of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at F 1901, Raheja Vistas, Chandivali Farm Road, Raheja Vihar, Chandivali, Mumbai, P.O. - Sakinaka, P.S. - Powai, District - Mumbai, PIN - 400072, in the State of Maharashtra ( I.T. PAN - ALYPS1248R) and

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

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Sushma S Devi

Vishal Shah

Manisha Shah

Trina Chatterjee

Soni Shah

ECO STRUCTURE BUILDERS

Partner

5. **SMT. SONI SHAH**, wife of Sri Rajiv Sachdeva and daughter of Late Dinesh Prasad Shah, Indian by Nationality, Hindu by faith, House-wife by occupation, residing at Flat No.801, A-Wing, Adityavardhan Apartment, 186 B Saki Vihar Road, Opposite Boomerang, Andheri East, Mumbai, P.O. and P.S. - Andheri, District - Mumbai, PIN - 400072, in the State of Maharashtra, ( I.T. PAN - ALXPS8119A)

hereinafter referred to as the " **LANDLORDS / FIRST PARTIES** " (which expression shall unless excluded by or repugnant to the context be deemed to include their respective heirs, executors, successors, representatives, administrators and assignees) of the " **ONE PART** ".

**A N D**

**ECOSTRUCTURE BUILDERS**, a Partnership Firm, having its Office at Third Floor, City Mall, Sevoke Road, Siliguri, P.O. and P.S. - Siliguri, District - Darjeeling, PIN - 734001, in the State of West Bengal, represented by one of its Partner - **SRI PRATEEK AGARWAL**, son of Sri Kamal Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by occupation, residing at Geetanjali Apartment, 3<sup>rd</sup> Floor, Syed Mustafa Ali Road, Hakimpara, Siliguri, P.O. and P.S. - 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 deemed to its partners, executors, successors-in-office, representatives, administrators and assignees) of the " **OTHER PART** ".  
( I.T. PAN - AAIFE2212Q )

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07 APR 2022

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ECO STRUCTURE BUILDERS

Partner

Partner

I. WHEREAS the First Parties of these presents are the sole, absolute, exclusive and recorded owners of all that piece or parcel of land measuring 1.825 Acres forming part of R.S. Plot Nos.422, 429 and 430 corresponding to L.R. Plot No.17, recorded in R.S. Khatian No. 321/1 corresponding to L.R. Khatian Nos.101, 100, 102, 98 and 99, situated within Mouza - Dabgram, J.L. No.02, R.S. Sheet No.8 corresponding to L.R. Sheet No.38, Pargana - Baikunthapur, P.S. - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, more particularly described in the Schedule-A given hereinbelow, having permanent heritable and transferable right, title and interest therein.

II. AND WHEREAS the First Parties are now desirous of constructing a residential cum commercial complex on the Schedule-A Land, the plan prepared for which is approved by the appropriate authority, vide Building Plan No.0109146217900057, Dated 14-06-2021, sanctioned on 31-12-2021 for a basement plus ground plus seven storied residential cum commercial ( mercantile retail ) building.

III. AND WHEREAS the First Parties, not being in a position to put their contemplation and scheme into action due to devoid of technical know-how, insufficiency of funds and preoccupancy in their daily course of business, have approached the Second Party to construct and develop the residential portion ( inclusive of the residential flats, parking spaces and all allied facilities and amenities ) of the said basement plus ground plus seven storied residential cum commercial ( mercantile retail ) building.

IV. AND WHEREAS the Second Party finding the offer of the First Parties reasonable and relying on the aforesaid fact has accepted the offer of the First Parties to construct and develop only the residential portion ( inclusive of the residential flats, parking spaces and all allied facilities and amenities ) of the said basement plus ground plus seven storied residential cum commercial ( mercantile retail ) building ( hereinafter referred to as 'the Project' for the sake of convenience and brevity ) under certain terms and conditions as mentioned hereinunder.

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Shakti Nagar, Jalpaiguri

07 APR 2022



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Vikram Shah

Manish Shah

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Soni Shah

ECO STRUCTURE BUILDERS

Partner

V. AND WHEREAS the Parties are now entering into this Indenture to record their mutual and inter se rights and obligations for the joint development of the Project in general.

VI. NOW THEREFORE in order to avoid future disputes and differences between the parties and in consideration of the foregoing and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the parties.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-**

**1. DEVELOPMENT RIGHTS**

1.1 THAT on the execution of these presents, the Landlords have granted any and all entire development rights, unrestricted access and advertisement rights with respect to the Project on the Schedule-A Land together with the benefit of the development approvals to the Developer.

1.2 THAT the Developer has been granted the right to advertise in the media and/or publish brochure, etc., for the sale of units in the Project, the cost of which shall be borne by the Developer.

1.3 THAT the Landlords hereby grant in favour of the Developer and the Developer hereby accepts from the Landlords, the entire Development Rights of the Project over the Schedule-A Land.

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2024

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Manishka Shah  
Tina Chaturvedi  
Soni Shobh  
ECO STRUCTURE BUILDERS  
Partner

## 2. CONSIDERATION AND REALISATION

2.1 THAT in consideration for the grant of the Development Rights from the Landlords to the Developer, the Developer and the Landlords hereby agree that the units in the said Project, more particularly described in the Schedule-B given hereinbelow, shall be allocated in favour of the Landlords and the Developer in the manner as stated hereinafter.

In favour of the Landlords – All that units more particularly described in Schedule - C ( Part-I ) given hereinbelow.

In favour of the Developer – All that units more particularly described in Schedule - C ( Part-II ) given hereinbelow.

2.2 THAT the Developer has made over a payment of Rs.1,50,00,000.00 (Rupees One Crore Fifty Lakhs) only in favour of the Landlords, as interest free security deposit, the receipt of which is acknowledged by the Landlords by the execution of these presents.

2.3 THAT the security deposit of Rs.1,50,00,000.00 (Rupees One Crore Fifty Lakhs) only so received by the Landlords as per clause 2.2 shall be remitted back to the Developer by the Landlords in the following manner:-

- i) Rs.50,00,000.00 ( Rupees Fifty Lakhs ) only after due completion of roof casting of the entire building in the Project.
- ii) Rs.50,00,000.00 ( Rupees Fifty Lakhs ) only after due completion of construction of walls and plastering works of the entire building in the Project.
- iii) Rs.50,00,000.00 ( Rupees Fifty Lakhs ) only after due completion of construction of the entire building and other development works in the Project in terms of these presents.

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Bhaktinagar, Jalapour

07 APR 2022

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Sushree Devi

Vikram Singh

Manisha Shah

Manisha Shah

Tina Chattervedi

Soni Shobh

ECO STRUCTURE BUILDERS

*[Signature]*

Partner

### 3. PROJECT DEVELOPMENT

3.1 THAT the Developer shall develop the said Project on the Schedule-A Land. Be it further clarified that the Developer shall not assign / part with the Development right with any third party without the express written consents of the Landlords.

3.2 THAT the Developer shall commence the development and construction over the Schedule-A Land upon acquiring all necessary plans, elevations, designs, drawings, specifications, approvals and permissions as may be required under the rules and guidelines of the concerned Authority and/or other Applicable Laws from the appropriate authority for the development of the said Project including the registration under RERA and if any violation as such is made, the Developer will be solely responsible.

THAT the Developer shall be at liberty to implement the Project in such phases as may be reasonably deemed appropriate.

3.3 THAT all the approvals which may be required for the development of the Project shall be obtained by the Developer at its own costs and expense; provided however that the Landlords shall provide full cooperation to the Developer in obtaining such approvals.

3.4 THAT the Developer may undertake the development over the Schedule-A Land either by itself or through any contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper. However, the Developer shall be responsible and answerable for all the acts and deeds done by itself or its contractors and others.

THAT the entire cost of development/construction of the Project, including but not limited to fees, taxes thereon or other payments (including statutory dues to workmen, employees, etc.) which may be payable to the architect, engineers, contractors, sub-contractors staff and workmen shall be borne by and paid for solely by the Developer.

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Bhakti Nagar, Jalpaiguri

07 APR 2022

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Sushma Devi  
Vishal Singh  
Manish Singh  
Tina Chatterjee  
Soni Singh  
ECO STRUCTURE BUILDERS  
Partner

3.5 THAT the Developer shall be free to develop the Project in such manner as it may deem fit, but always in accordance with the applicable law. The Developer shall make best endeavours to ensure that quality standards are maintained while developing the Project.

3.6 THAT the Project shall be named " White Nest ".

#### 4. POSSESSION AND RIGHT TO TRANSFER

4.1 THAT the Landlords have handed over the peaceful and vacant possession of the Schedule-A Land to the Developer as on the date hereof.

The Developer may at its risk and responsibility store the building materials as per requirement and employ a guard/chowkidar or any other staff or may take other security measures.

4.2 THAT the Landlords shall as and when required at the request of the Developer, produce the original title deeds of the Schedule-A Land for verification or other reasonable purposes.

4.3 THAT the Landlords have as on the date hereof granted all authority in favour of the Developer to do all acts and deeds necessary on their behalf for the development of the Project on the Schedule-A Land, deal with the Project on the Schedule-A Land in accordance with this Agreement and to give effect to this Agreement and the Landlords shall as and when required execute such power of attorney to enable the Developer to carry out development and completion of the said Project.

4.4 THAT the Landlords agree and undertake that they will execute and deliver such documents, deeds, no-objection certificates, authorizations and take such other actions that may be required for the Developer to consummate more effectively the purposes or subject matter of this Agreement.

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†, District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022



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Sushma Devi

Vijay Shah

Manisha Shah

Tarun Chaturvedi

Sonika

ECO STRUCTURE BUILDERS

*[Signature]*

Partner

4.5 THAT the instruments of transfer of the units of the Landlord's Allocation shall be executed by the Landlords in the capacity of Vendors.

4.6 THAT the Landlords shall be entitled to enter into any Agreement for Sale with any prospective transferees in respect of the Units under the Landlords' Allocation for the consideration as per their discretion.

4.7 THAT the Landlords shall execute such power of attorney in favour of the Developer to do all acts and deeds necessary on their behalf for the development of the Project over the Schedule - A Land, deal with the Schedule - A Land in accordance with this Agreement and to give effect to this Agreement and shall ensure and execute such power of attorney to enable the Developer to carry out development and completion of the said Project and confer upon the Developer the right to sell or transfer the units of the Developer's Allocation in the said project without prior consent of the Landlords and without their execution.

## 5. REPRESENTATIONS & WARRANTIES

5.1 THAT the Landlords hereby represent and warrant to the Developer that the Landlords:

(a) have a clear and marketable title to the Schedule-A Land free from all or any encumbrances, charges, liens, lispendens, acquisition, requisitions, claims and demands, and the Schedule-A Land is capable of being developed into the said Project;

(b) shall provide all information as concerning any future acquisition of land which is capable of becoming part of the Schedule-A Land in accordance with this Agreement;

(c) have acquired the Schedule-A Land free of any attachment by any governmental authority or lender or creditor or other person, including any revenue authority;

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Bhakti Nagar, Jalpaiguri

07 APR 2022

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Tara Chaturvedi  
Soni Shukla  
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Partner

- (d) have acquired the Schedule-A Land free of it being a HUF property;
- (e) have acquired the Schedule-A Land free of any litigation, acquisition proceedings under the Land Acquisition Act, or proceedings under any urban, agricultural or other land ceiling laws;
- (f) ensure that contiguous Schedule-A Land is made available for development upon its consolidation by the Landlords;
- (g) shall at the instructions of the Developer execute all such documentation which may be necessary for the development of the Schedule-A Land as envisaged by the Developer, including all and any documentation to be submitted with the government departments / bodies;
- (h) shall share with the Developer any monetary compensation or any other form of compensation in lieu of any acquisition of any portion of the Schedule-A Land in the aforesaid ratio of 60:40;
- (i) undertake to jointly and severally indemnify and keep indemnified the Developer from any and all claims, actions, disputes, loss, compensation, penalty etc. raised in view of the Landlords' defect in the title to the Schedule-A Land;
- (j) shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly in the event the title of the Landlords to the Schedule-A Land is found to be defective or encumbered in any way;
- (k) undertake to signify their consent to the plans, elevations, designs, drawings, specifications, etc. as proposed by the Developer and to sign it and all other incidental and necessary papers for approval of the building plan;

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07 APR 2022

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Sushma Devi

Vikram Shah

Manisha Shah

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ECO STRUCTURE BUILDERS

Partner

(l) shall cooperate with the Developer to obtain the requisite statutory approvals, permissions, and licenses to commence the development and construction on the Schedule-A Land;

(m) shall not (i) initiate, solicit or consider, whether directly or indirectly, any competitive bids from any third party whatsoever, for the development of the Project on the Schedule-A Land (or any part thereof); and (ii) negotiate or discuss with any person or entity the financing, transfer, mortgage of the Project on the Schedule-A Land (or any part thereof);

(n) have paid the cost for acquiring the Schedule-A Land in full, including but not limited to the purchase price, stamp duty and registration charges and if any such charges are found to be due the same shall be borne and paid by the Landlords;

(o) shall pay all taxes and dues including that of land revenue till the date of execution of this Indenture, and provide all land documents with mutation papers and khazana with respect to the Schedule-A Land;

(p) shall, at their own cost, complete the construction of the boundary wall and the drive way of the commercial portion ( situated at the western side of the Project ) of the said basement plus ground plus seven storied residential cum commercial ( mercantile retail ) building within 4( four ) years from the date of execution of these presents, subject to *force majeure*;

In an event of *force majeure*, the Landlords must immediately notify the Developer giving full particulars of the event of *force majeure* and the reasons for the event of *force majeure* preventing or delaying the construction / development. Upon completion of the event of *force majeure*, the Landlords must as soon as reasonably practicable recommence construction/ development.

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

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ECO STRUCTURE BUILDERS  
Partner

(q) shall grant uninterrupted and absolute easementary rights over the aforesaid drive way of the commercial portion in favour of the prospective transferees of the Schedule-B units; and

(r) shall not interfere in the development of the Project and shall not exercise any recourse over the Schedule-A Land, until and unless there shall be any breach of the terms and conditions hereof and / or and major deviation from the sanctioned plan etc.

5.2 THAT the Developer hereby represents and warrants to the Landlords that the Developer:

(a) shall complete the construction and other development works in the Project following the sanctioned plan(s), standard workmanship and the specifications;

(b) shall undertake the maintenance of the Project for a period of 1 (one) year commencing on the date of the first resident occupancy. That the Developer and the Landlords shall bear the proportionate maintenance charge and expenses as per their respective allocations.

(c) shall make timely payments to the Government Agencies;

(d) shall complete the said Project within 4 (four) years from the date of execution of these presents;

In an event of *force majeure*, the Developer must immediately notify the Landlords giving full particulars of the event of *force majeure* and the reasons for the event of *force majeure* preventing or delaying the construction / development. Upon completion of the event of *force majeure*, the Developer must as soon as reasonably practicable recommence construction/ development;

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022



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Sushma Devi  
Vishal Shah  
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Tina Asturwekar  
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ECO STRUCTURE BUILDERS  
Partner

(e) shall remain responsible and liable for due compliances, if any, under the Real Estate ( Regulation and Development ) Act, 2016 or such act or acts for the time being in force;

(f) shall always allow the entry of the Landlords and / or their men and agents to the construction site to inspect the progress and quality of the Project; and

(g) shall pay all taxes and dues including that of land revenue with respect to the proportionate share of the land on which the Project shall be constructed for the period commencing from the date of execution of this Indenture.

5.3 THAT the Landlords also represent and warrant to the Developer that no one other than the Developer shall be entitled to undertake the development and construction work in the Project on the Schedule-A Land and the Landlords shall not grant or create any third party rights or interest in respect of development of the Project on the Schedule-A Land, from the date hereof.

5.4 THAT the Parties hereby represent and warrant to each other that:

(a) they have the full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and have taken or obtained all necessary corporate and other action to authorize the due execution, delivery and performance of this Agreement and have duly executed and delivered this Agreement;

(b) neither the execution of this Agreement nor the performance by the Parties of any of their respective obligations hereunder will conflict with or result in a breach of any provisions of their respective memorandums and articles of association or other similar constituent documents or law, regulation, judgment, order, authorization, agreement or obligation or document binding on or applicable to the Parties; and

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

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Vishal Shah  
Manish Shah  
Ani Chatterjee  
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ECO STRUCTURE BUILDERS  
Partner

(c) all consents, approvals, permissions, authorizations or requirements required from any government authority or from any other persons for or in connection with the creation, execution, validity and performance of this Agreement have been obtained and are in full force and effect.

## 6. INDEMNITY

6.1 THAT each Party (a "Defaulting Party") shall keep indemnified and hold harmless the other Party (a "Non-defaulting Party") against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Non-defaulting Party on account of:

(a) any delay in completion of the development of the Project over the Schedule-A Land caused at the instance of or attributable to the Defaulting Party;

(b) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or

(c) on account of any act(s) of omission(s) or commission(s) or misrepresentations or for breach of any obligations, representation and warranties made under this Agreement; and/or

(d) on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever.

6.2 THAT without prejudice to the Developer's rights as stated above under this Indenture, the Landlords shall keep indemnified and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against the Developer on account of any defect in or want of title in relation to the Schedule-A Land or any part thereof on the part of the Landlords.

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4175. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2024

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Sushma Devi

Vikram Shah

Manisha Shah

Ani Asturwadi

Soni Shah

ECO STRUCTURE BUILDERS

*[Signature]*

Partner

## 7. NOTICES

7.1 THAT any notice required or permitted to be given hereunder shall be addressed to the address as given by a Party in this Agreement.

7.2 THAT any notice required or permitted to be given hereunder shall be in writing and shall be effectively served

(i) if delivered personally, upon receipt by the other Party;

(ii) if sent by prepaid courier service, airmail or registered mail, within five (5) business days of being sent; or

(iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.

7.3 THAT any Party hereto may change any particulars of its address for notice, by notice to the others in the manner aforesaid.

## 8. CONFIDENTIALITY

THAT this Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the Landlords. The Landlords shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer.

Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:

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Bhakti Nagar, Jalpaiguri

07 APR 2022

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Sushma Devi  
Vibhav K. Shah  
Navisha  
Trin Arunwade  
Lovishk  
ECO STRUCTURE BUILDERS  
Partner

(a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;

(b) is disclosed with the consent of the Party who supplied the information;

(c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;

(d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or

(e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

## 9. GOVERNING LAW AND JURISDICTION

9.1 THAT this Agreement shall be governed and interpreted by, and construed in accordance with the laws of India. Subject to Clause 10 below, the Courts at Jalpaiguri shall have the territorial jurisdiction over the subject matter of this Agreement.

9.2 THAT if the First Parties fail to execute any documents as required by the Second Party, then the Second Party shall be entitled to file suit for specific performance and all the costs, damages, charges and expenses on account of filing of the suit and damages shall be payable by the First Parties to the Second Party.

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022



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Sushma Devi

Shubh Shukh.

Manish

Prin. Caturvedi

Govt. Shukh

ECO STRUCTURE BUILDERS

Partner

## 10. DISPUTE RESOLUTION

THAT the matters not specifically stipulated in these presents or in case of any dispute or any question arising hereinafter at any time between the Parties hereto out of or in connection with the interpretation or implementation of this Indenture, the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The arbitration tribunal shall consist of two arbitrators, one to be appointed by each of the disputing Parties. The arbitration shall be held at Jalpaiguri and all proceedings shall be conducted in English. The arbitration award shall be rendered in English and be made by the arbitrator in writing and shall be final and binding on the Parties and the Parties agree to be bound thereby and to act accordingly. In case of difference of opinion of the Arbitrators they shall jointly appoint an umpire. The cost of the arbitration proceedings shall be borne by the respective parties subject to the arbitration award.

## 11. MISCELLANEOUS

11.1 *No Partnership*: Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or as a joint venture/ Association of persons in any manner, and no Party shall hold himself out as an agent for the other Party, except with the express prior written consent of the other Party.

11.2 *Independent Rights*: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

11.3 *Amendments/ Supplements/ Variation*: No amendments/ supplements/ variation of this Agreement (including its Annexure and Schedules) shall be binding on any Party unless such variation is in writing and signed by each Party.

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2021

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Sushma Devi  
Vipul Shah  
Manisha Shah  
Tina Chatterjee  
Soni Shah  
ECO STRUCTURE BUILDERS  
Partner

11.4 *Assignment*: No rights or liabilities under this Agreement shall be assigned by any of the Parties hereto.

11.5 *Waiver*: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

11.6 *Severability*: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

11.7 *Hindrance-free movement*: The articles of display or otherwise shall not be kept by the either party in any place of common use in the building so as to cause hindrance in any manner in the free movement of users of places of common use in the building.

11.8 *Death of Landlord*: In case of death of any of the First Parties, then in that event their respective successors/heirs will remain bound to execute the requisite instruments of transfer in favour of the prospective buyers to be selected by the Developer and also remain bound to execute such documents and Power of Attorney authorising / granting the same authority and power in favour of the Developer as granted by the deceased Landlord.

11.9 *Supersession*: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

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Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

: 19 :

Sushma Devi  
Vibhav Shah  
Manisha Shah  
Tara Chaturvedi  
Soni Shweta  
ECO STRUCTURE BUILDERS  
Partner

11.10 *Government Approval*: All the obligations of the Developer under this Agreement are subject to Applicable Laws and receipt of approvals from the Government Authorities, if so required under any Applicable Law.

11.11 *Transfer of Property Act*: Nothing contained in this Agreement shall be deemed to be an agreement of sale under Section 53-A of the Transfer of Property Act. Further the Parties agree and acknowledges that nothing in this Agreement shall be deemed to be a conveyance or sale or transfer of any right, title or interest of the Schedule-A Land from the Landlords to the Developer save and except as otherwise provided in this Agreement. The title in the Schedule-A Land shall continue to be vested with the Landlords till such time the same is transferred in accordance with this Agreement.

11.12 *Specific Performance*: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.

11.13 *Counterparts*: This Agreement or any amendments thereto may be executed in several counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party.

11.14 *Costs*: The Parties shall bear their own costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of this Agreement. The stamp duty and registration charges payable in connection with this Agreement shall be equally borne by the Parties herein.

11.15 *Tax Liabilities*: The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax, G.S.T. and/or any other taxes that may arise due to the development of the Project and on the transfer of the Schedule-B units shall be borne by the parties in proportion to their allocated share.

6



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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

: 20 :

Sushma Devi  
Abdullah Shah  
Manisha Shah

Tina Chatterjee  
Sowishu

ECO STRUCTURE BUILDERS

Partner

### SCHEDULE - A

All that piece or parcel of land measuring 1.825 Acres, situated within Mouza - Dabgram, J.L. No.02, R.S. Sheet No.8 corresponding to L.R. Sheet No.38, Pargana - Baikunthapur, located in the Road Zone - Payal Cinema Hall to Cosmos Mall, bearing Holding No.3333/1 in Ward No.40 of the Siliguri Municipal Corporation, P.S. - Bhaktinagar, District - Jalpaiguri, in the State of West Bengal.

R.S. Khatian No.	L.R. Khatian Nos.	R.S. Plot Nos.	L.R. Plot No.	Area
321/1	101, 100, 102, 98 and 99	422	17	1.245 Acres
		429		0.510 Acres
		430		0.070 Acres
Total				1.825 Acres

The said land is bound and butted as follows :

- By North : 18 feet wide Private Road of Shree Shyam Colony,  
Shree Shyam Colony and Royal Enclave Housing,
- By South : Land of Smt. Urmila Devi & Others and  
17 feet wide Private Road,
- By East : Shreedham Apartments,
- By West : 100 feet wide Sevoke Road and Shree Shyam Colony.

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

21 APR 2022



Sushma Devi  
 Vikas Shah  
 Manisha Shah  
 Trina Chaturvedi  
 Soni Shah  
 ECO STRUCTURE BUILDERS  
 Partner

: 21 :

**SCHEDULE - B**

**UNITS OF THE RESIDENTIAL PORTION OF  
THE BASEMENT PLUS GROUND PLUS SEVEN STORIED RESIDENTIAL  
CUM COMMERCIAL ( MERCANTILE RETAIL ) BUILDING**

**I. RESIDENTIAL FLATS**

Floor	Flat no.	Built-up Area	Super built-up Area
First Floor	A1	2824.51 Sq.ft.	3389.41 Sq.ft.
	B1	2951.85 Sq.ft.	3542.22 Sq.ft.
	C1	2401.06 Sq.ft.	2881.28 Sq.ft.
	D1	2949.23 Sq.ft.	3539.08 Sq.ft.
	E1	2398.45 Sq.ft.	2878.14 Sq.ft.
	F1	2951.85 Sq.ft.	3542.22 Sq.ft.
	G1	2401.06 Sq.ft.	2881.28 Sq.ft.
Second Floor	A2	2670.96 Sq.ft.	3205.15 Sq.ft.
	B2	2951.85 Sq.ft.	3542.22 Sq.ft.
	C2	2401.06 Sq.ft.	2881.28 Sq.ft.
	D2	2949.23 Sq.ft.	3539.08 Sq.ft.
	E2	2398.45 Sq.ft.	2878.14 Sq.ft.
	F2	2951.85 Sq.ft.	3542.22 Sq.ft.
	G2	2401.06 Sq.ft.	2881.28 Sq.ft.
Third Floor	A3	2670.96 Sq.ft.	3205.15 Sq.ft.
	B3	2951.85 Sq.ft.	3542.22 Sq.ft.
	C3	2401.06 Sq.ft.	2881.28 Sq.ft.
	D3	2949.23 Sq.ft.	3539.08 Sq.ft.
	E3	2398.45 Sq.ft.	2878.14 Sq.ft.
	F3	2951.85 Sq.ft.	3542.22 Sq.ft.
	G3	2401.06 Sq.ft.	2881.28 Sq.ft.

6.



Add. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

Sushma Devi  
 Vikas / K.L.  
 Manish Shrivastava  
 Anil Chaturvedi  
 Govind  
 ECO STRUCTURE BUILDERS  
 Partner

: 22 :

Fourth Floor	A4	2670.96 Sq.ft.	3205.15 Sq.ft.
	B4	2951.85 Sq.ft.	3542.22 Sq.ft.
	C4	2401.06 Sq.ft.	2881.28 Sq.ft.
	D4	2949.23 Sq.ft.	3539.08 Sq.ft.
	E4	2398.45 Sq.ft.	2878.14 Sq.ft.
	F4	2951.85 Sq.ft.	3542.22 Sq.ft.
	G4	2401.06 Sq.ft.	2881.28 Sq.ft.
Fifth Floor	A5	2670.96 Sq.ft.	3205.15 Sq.ft.
	B5	2951.85 Sq.ft.	3542.22 Sq.ft.
	C5	2401.06 Sq.ft.	2881.28 Sq.ft.
	D5	2949.23 Sq.ft.	3539.08 Sq.ft.
	E5	2398.45 Sq.ft.	2878.14 Sq.ft.
	F5	2951.85 Sq.ft.	3542.22 Sq.ft.
	G5	2401.06 Sq.ft.	2881.28 Sq.ft.
Sixth Floor	A6	2670.96 Sq.ft.	3205.15 Sq.ft.
	B6	2951.85 Sq.ft.	3542.22 Sq.ft.
	C6	2401.06 Sq.ft.	2881.28 Sq.ft.
	D6	2949.23 Sq.ft.	3539.08 Sq.ft.
	E6	2398.45 Sq.ft.	2878.14 Sq.ft.
	F6	2951.85 Sq.ft.	3542.22 Sq.ft.
	G6	2401.06 Sq.ft.	2881.28 Sq.ft.
Seventh Floor	A7	2670.96 Sq.ft.	3205.15 Sq.ft.
	B7	2951.85 Sq.ft.	3542.22 Sq.ft.
	C7	2401.06 Sq.ft.	2881.28 Sq.ft.
	D7	2949.23 Sq.ft.	3539.08 Sq.ft.
	E7	2398.45 Sq.ft.	2878.14 Sq.ft.
	F7	2951.85 Sq.ft.	3542.22 Sq.ft.
	G7	2401.06 Sq.ft.	2881.28 Sq.ft.

## II. PARKING SPACES

- A) 72 Parking Spaces, each measuring 135 Sq.ft. , on the Basement Floor (Block - B to G).  
 B) 59 Parking Spaces, each measuring 135 Sq.ft. , on the Ground Floor (Block- B to G).  
 C) 12 Parking Spaces, each measuring 135 Sq.ft. , on the Basement Floor (Block - A).

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f.

Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

: 23 :

Sushma Devi  
Vikesh Sood  
Manish Singh  
Tari Asturwadi  
Soni  
ECO STRUCTURE BUILDERS  
Partner

**SCHEDULE - C**

**Part - I**

**LANDLORDS' ALLOCATION**

**I. RESIDENTIAL FLATS**

Floor	Flat no.	Built-up Area	Super built-up Area
First Floor	A1	2824.51 Sq.ft.	3389.41 Sq.ft.
	B1	2951.85 Sq.ft.	3542.22 Sq.ft.
	C1	2401.06 Sq.ft.	2881.28 Sq.ft.
	D1	2949.23 Sq.ft.	3539.08 Sq.ft.
	E1	2398.45 Sq.ft.	2878.14 Sq.ft.
	G1	2401.06 Sq.ft.	2881.28 Sq.ft.
Second Floor	A2	2670.96 Sq.ft.	3205.15 Sq.ft.
	D2	2949.23 Sq.ft.	3539.08 Sq.ft.
Third Floor	A3	2670.96 Sq.ft.	3205.15 Sq.ft.
	C3	2401.06 Sq.ft.	2881.28 Sq.ft.
	E3	2398.45 Sq.ft.	2878.14 Sq.ft.
	F3	2951.85 Sq.ft.	3542.22 Sq.ft.
Fourth Floor	A4	2670.96 Sq.ft.	3205.15 Sq.ft.
	B4	2951.85 Sq.ft.	3542.22 Sq.ft.
	D4	2949.23 Sq.ft.	3539.08 Sq.ft.
	G4	2401.06 Sq.ft.	2881.28 Sq.ft.
Fifth Floor	A5	2670.96 Sq.ft.	3205.15 Sq.ft.
	B5	2951.85 Sq.ft.	3542.22 Sq.ft.
	E5	2398.45 Sq.ft.	2878.14 Sq.ft.
	G5	2401.06 Sq.ft.	2881.28 Sq.ft.

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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

: 24 :

Sushma Devi  
Vikram Shob  
Manishha Shob  
Tina Chaturvedi  
Govishu  
ECO STRUCTURE BUILDERS  
Partner

Sixth Floor	A6	2670.96 Sq.ft.	3205.15 Sq.ft.
	C6	2401.06 Sq.ft.	2881.28 Sq.ft.
	D6	2949.23 Sq.ft.	3539.08 Sq.ft.
	F6	2951.85 Sq.ft.	3542.22 Sq.ft.
	G6	2401.06 Sq.ft.	2881.28 Sq.ft.
Seventh Floor	A7	2670.96 Sq.ft.	3205.15 Sq.ft.
	B7	2951.85 Sq.ft.	3542.22 Sq.ft.
	E7	2398.45 Sq.ft.	2878.14 Sq.ft.
	F7	2951.85 Sq.ft.	3542.22 Sq.ft.

## II. PARKING SPACES

- A) 40 Parking Spaces, each measuring 135 Sq.ft. , on the Basement Floor  
( Block - B to G) being Parking Space Nos. :-  
1 to 25, 48 to 57, 60, 63, 66, 69 and 71.
- B) 34 Parking Spaces, each measuring 135 Sq.ft. , on the Ground Floor  
( Block - B to G) being Parking Space Nos. :-  
1 to 2, 16 to 37, 42 to 45 and 54 to 59.
- C) 12 Parking Spaces, each measuring 135 Sq.ft. , on the Basement Floor  
( Block - A) being Parking Space Nos. :-  
1 to 12.

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f.

Joint District Sub-Registrar  
Bharatnagar, Bangalore

07 APR 2022



: 25 :

Sushma Devi  
Vikash Singh  
Munisha Singh  
Tina Chattervedi  
Gopi Singh  
ECO STRUCTURE BUILDERS  
Partner

Part - II

**DEVELOPERS'S ALLOCATION**

**I. RESIDENTIAL FLATS**

Floor	Flat no.	Built-up Area	Super built-up Area
First Floor	F1	2951.85 Sq.ft.	3542.22 Sq.ft.
Second Floor	B2	2951.85 Sq.ft.	3542.22 Sq.ft.
	C2	2401.06 Sq.ft.	2881.28 Sq.ft.
	E2	2398.45 Sq.ft.	2878.14 Sq.ft.
	F2	2951.85 Sq.ft.	3542.22 Sq.ft.
	G2	2401.06 Sq.ft.	2881.28 Sq.ft.
Third Floor	B3	2951.85 Sq.ft.	3542.22 Sq.ft.
	D3	2949.23 Sq.ft.	3539.08 Sq.ft.
	G3	2401.06 Sq.ft.	2881.28 Sq.ft.
Fourth Floor	C4	2401.06 Sq.ft.	2881.28 Sq.ft.
	E4	2398.45 Sq.ft.	2878.14 Sq.ft.
	F4	2951.85 Sq.ft.	3542.22 Sq.ft.
Fifth Floor	C5	2401.06 Sq.ft.	2881.28 Sq.ft.
	D5	2949.23 Sq.ft.	3539.08 Sq.ft.
	F5	2951.85 Sq.ft.	3542.22 Sq.ft.
Sixth Floor	B6	2951.85 Sq.ft.	3542.22 Sq.ft.
	E6	2398.45 Sq.ft.	2878.14 Sq.ft.
Seventh Floor	C7	2401.06 Sq.ft.	2881.28 Sq.ft.
	D7	2949.23 Sq.ft.	3539.08 Sq.ft.
	G7	2401.06 Sq.ft.	2881.28 Sq.ft.

6.



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Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2009

: 26 :

Sushma Devi  
Vishesh Shah  
Manish Shah  
Ania Caturvedi  
Sowik  
ECO STRUCTURE BUILDERS  
Partner

## II. PARKING SPACES

A) 32 Parking Spaces, each measuring 135 Sq.ft., on the Basement Floor  
( Block - B to G) being Parking Space Nos. :-

26 to 39, 40 to 47, 58, 59, 61, 62, 64, 65, 67, 68, 70 and 72.

B) 25 Parking Spaces, each measuring 135 Sq.ft., on the Ground Floor  
( Block - B to G) being Parking Space Nos. :-

3 to 15, 38 to 41 and 46 to 53.

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*J.*

Addl. District Sub-Registrar  
Bhakti Nagar, Jaipauri

07 APR 2022

IN WITNESSES WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THIS INDENTURE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1. Rupesh  
(RUPESH KUMAR AGARWAL)  
S/O Late Mangaram Agarwal  
Gang Ketha  
Kedda Toll - Jaipur - 736182  
B.O. & P.S. Jaipur  
Dist. Alipurdhar.

Sushma Devi

Vikram Singh  
Manish Shah.

Tina Asturvedi  
Soni Singh

(FIRST PARTIES / LANDLORDS)

2. Vikas Agarwal  
S/O Late Ram Bilas Agarwal  
Kafisco Apartment  
3rd Floor, Purjahi Park  
Siliguri,  
P.O. PS Siliguri  
Dist Darjeeling

ECO STRUCTURE BUILDERS

Vinay  
Partner

(SECOND PARTY / DEVELOPER)

Drafted as per the instruction of the parties and printed in the Office of Kamal Kumar Kedia & Associates, Siliguri.

Read over and explained by me.

Rahul Kedia

Rahul Kedia  
Advocate, Siliguri.  
E.No.F/1379/1449/2017.



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Addl. District Sub-Registrar  
Bhandara, Maharashtra

07 APR 2022



Sushma Devi

FINGER PRINTS OF SMT. SUSHMA DEVI ( LANDLORD / FIRST PARTY NO.1 )

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

Sushma Devi

SIGNATURE



Vikaash Shah

FINGER PRINTS OF SRI VIKAAASH SHAH ( LANDLORD / FIRST PARTY NO.2 )

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

Vikaash Shah

SIGNATURE



d.

Addl. District Sub-Registrar  
Bhadrachalam, Andhra Pradesh

07 APR 2022





*Manissha Shah*

**FINGER PRINTS OF MISS MANISSHA SHAH ( LANDLORD / FIRST PARTY NO.3 )**

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

*Manissha Shah*

SIGNATURE



*Tina Chaturvedi*

**FINGER PRINTS OF SMT. TINA SHAH ALIAS TINA CHATURVEDI ( LANDLORD / FIRST PARTY NO.4 )**

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

*Tina Chaturvedi*

SIGNATURE



*J.*

Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022



*Soni Shah*

**FINGER PRINTS OF SMT. SONI SHAH ( LANDLORD / FIRST PARTY NO.5 )**

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

*Soni Shah*

SIGNATURE



*Prateek*

**FINGER PRINTS OF SRI PRATEEK AGARWAL PARTNER OF ECOSTRUCTURE BUILDERS ( DEVELOPER / SECOND PARTY )**

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

ECO STRUCTURE BUILDERS

*Prateek*

Partner

SIGNATURE





*[Handwritten signature]*  
Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

07 APR 2022

### Major Information of the Deed

Deed No :	I-0711-03669/2022	Date of Registration	07/04/2022
Query No / Year	0711-2001059162/2022	Office where deed is registered	
Query Date	05/04/2022 10:51:08 AM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Kamal Kumar Kedia And Associates S.F. Road, Siliguri,Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9832066961, Status :Solicitor firm		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 1,50,00,000/-]		
Set Forth value	Market Value		
	Rs. 65,10,27,292/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,50,021/- (Article:E, E, B)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		



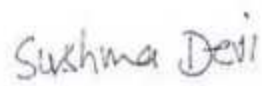






#### Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Sevoke Road, Road Zone : (Payel Cinema hall -- Cosmos mall) , Mouza: Dabgram Sheet No - 8, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-422	RS-321/1	Commercial Use	Commercial Use	1.245 Acre		44,41,25,469/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	RS-429	RS-321/1	Commercial Use	Commercial Use	0.51 Acre		18,19,30,914/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	RS-430	RS-321/1	Commercial Use	Commercial Use	0.07 Acre		2,49,70,909/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>182.5Dec</b>	<b>0 /-</b>	<b>6510,27,292 /-</b>	
		<b>Grand Total :</b>			<b>182.5Dec</b>	<b>0 /-</b>	<b>6510,27,292 /-</b>	






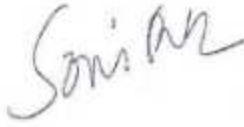


**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b> <b>Smt SUSHMA DEVI</b> Wife of Late Dinesh Prasad Shah Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office			<b>Signature</b> 
	07/04/2022	LTI 07/04/2022	07/04/2022	
Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx7A, Aadhaar No: 94xxxxxxxx7047, Status :Individual, Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office				
2	<b>Name</b> <b>Shri VIKASH SHAH</b> Son of Late Dinesh Prasad Shah Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office			<b>Signature</b> 
	07/04/2022	LTI 07/04/2022	07/04/2022	
Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: APxxxxxx0G, Aadhaar No: 90xxxxxxxx0570, Status :Individual, Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office				
3	<b>Name</b> <b>Miss MANISSHA SHAH</b> Daughter of Late Dinesh Prasad Shah Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office			<b>Signature</b> 
	07/04/2022	LTI 07/04/2022	07/04/2022	
Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: KKxxxxxx3B, Aadhaar No: 54xxxxxxxx8886, Status :Individual, Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office				








4	Name	Photo	Finger Print	Signature
	<b>Smt TINA SHAH, (Alias: TINA CHATURVEDI)</b> Wife of Shri Avinash Chaturvedi Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office			
		07/04/2022	LTI 07/04/2022	07/04/2022
F 1901, Raheja Vistas, Chandivali Farm Road, Raheja Vihar, Chandivali, Mumbai, City:- Not Specified, P.O:- Sakinaka, P.S:-PAWAI, District:-Mumbai, Maharashtra, India, PIN:-400072 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ALxxxxxx8R, Aadhaar No: 24xxxxxxxx8308, Status :Individual, Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	<b>Smt SONI SHAH</b> Wife of Shri Rajiv Sachdeva Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office			
		07/04/2022	LTI 07/04/2022	07/04/2022
Flat No.801, A-Wing, Adityavardhan Apartment, 186 B Saki Vihar Road, Opposite Boomerang, Andheri East, Mumbai, City:- Not Specified, P.O:- Andheri, P.S:-ANDHERI, District:-Mumbai, Maharashtra, India, PIN:- 400072 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ALxxxxxx9A, Aadhaar No: 39xxxxxxxx1387, Status :Individual, Executed by: Self, Date of Execution: 07/04/2022 , Admitted by: Self, Date of Admission: 07/04/2022 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>ECOSTRUCTURE BUILDERS</b> Third Floor, City Mall, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxx2Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri PRATEEK AGARWAL (Presentant)</b> Son of Shri Kamal Kumar Agarwal Date of Execution - 07/04/2022, , Admitted by: Self, Date of Admission: 07/04/2022, Place of Admission of Execution: Office			
		Apr 7 2022 11:16AM	LTI 07/04/2022	07/04/2022
Geetanjali Apartment, 3rd Floor, Syed Mustafa Ali Road, Hakimpara, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 90xxxxxxx2985 Status : Representative, Representative of : ECOSTRUCTURE BUILDERS (as Partner)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri RUPESH KUMAR AGARWAL</b> Son of MANGERAM AGARWAL GARG KUTIR, DEOKOTA TOLL, City:-, P.O:- JAIGOAN, P.S:-Jaigaon, District:- Alipurduar, West Bengal, India, PIN:- 736182			
	07/04/2022	07/04/2022	07/04/2022
Identifier Of Smt SUSHMA DEVI, Shri VIKAASH SHAH, Miss MANISSHA SHAH, Smt TINA SHAH, Smt SONI SHAH, Shri PRATEEK AGARWAL			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt SUSHMA DEVI	ECOSTRUCTURE BUILDERS-24.9 Dec
2	Shri VIKASH SHAH	ECOSTRUCTURE BUILDERS-24.9 Dec
3	Miss MANISSHA SHAH	ECOSTRUCTURE BUILDERS-24.9 Dec
4	Smt TINA SHAH	ECOSTRUCTURE BUILDERS-24.9 Dec
5	Smt SONI SHAH	ECOSTRUCTURE BUILDERS-24.9 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt SUSHMA DEVI	ECOSTRUCTURE BUILDERS-10.2 Dec
2	Shri VIKASH SHAH	ECOSTRUCTURE BUILDERS-10.2 Dec
3	Miss MANISSHA SHAH	ECOSTRUCTURE BUILDERS-10.2 Dec
4	Smt TINA SHAH	ECOSTRUCTURE BUILDERS-10.2 Dec
5	Smt SONI SHAH	ECOSTRUCTURE BUILDERS-10.2 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Smt SUSHMA DEVI	ECOSTRUCTURE BUILDERS-1.4 Dec
2	Shri VIKASH SHAH	ECOSTRUCTURE BUILDERS-1.4 Dec
3	Miss MANISSHA SHAH	ECOSTRUCTURE BUILDERS-1.4 Dec
4	Smt TINA SHAH	ECOSTRUCTURE BUILDERS-1.4 Dec
5	Smt SONI SHAH	ECOSTRUCTURE BUILDERS-1.4 Dec



On 07-04-2022

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

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

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

Presented for registration at 11:01 hrs on 07-04-2022, at the Office of the A.D.S.R. BHAKTINAGAR by Shri PRATEEK AGARWAL ..

**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 65,10,27,292/-

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

Execution is admitted on 07/04/2022 by 1. Smt SUSHMA DEVI, Wife of Late Dinesh Prasad Shah, Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife, 2. Shri VIKASH SHAH, Son of Late Dinesh Prasad Shah, Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Miss MANISSHA SHAH, Daughter of Late Dinesh Prasad Shah, Swaraswati Rice Mill, 2nd Mile, Sevoke Road, Siliguri, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife, 4. Smt TINA SHAH, Alias TINA CHATURVEDI, Wife of Shri Avinash Chaturvedi, F 1901, Raheja Vistas, Chandivali Farm Road, Raheja Vihar, Chandivali, Mumbai, P.O: Sakinaka, Thana: PAWAI, , Mumbai, MAHARASHTRA, India, PIN - 400072, by caste Hindu, by Profession House wife, 5. Smt SONI SHAH, Wife of Shri Rajiv Sachdeva, Flat No.801, A-Wing, Adityavardhan Apartment, 186 B Saki Vihar Road, Opposite Boomerang, Andheri East, Mumbai, P.O: Andheri, Thana: ANDHERI, , Mumbai, MAHARASHTRA, India, PIN - 400072, by caste Hindu, by Profession House wife

Indetified by Shri RUPESH KUMAR AGARWAL, , Son of MANGERAM AGARWAL, GARG KUTIR, DEOKOTA TOLL, P.O: JAIGOAN, Thana: Jaigaon, , Alipurduar, WEST BENGAL, India, PIN - 736182, by caste Hindu, by profession Business

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

Execution is admitted on 07-04-2022 by Shri PRATEEK AGARWAL, Partner, ECOSTRUCTURE BUILDERS (Partnership Firm), Third Floor, City Mall, Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri RUPESH KUMAR AGARWAL, , Son of MANGERAM AGARWAL, GARG KUTIR, DEOKOTA TOLL, P.O: JAIGOAN, Thana: Jaigaon, , Alipurduar, WEST BENGAL, India, PIN - 736182, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 1,50,021/- ( B = Rs 1,50,000/- ,E = Rs 21/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/04/2022 1:30PM with Govt. Ref. No: 192022230001793691 on 05-04-2022, Amount Rs: 1,50,021/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 1756902001 on 05-04-2022, Head of Account 0030-03-104-001-16





### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- 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 1850, Amount: Rs.5,000/-, Date of Purchase: 24/03/2022, Vendor name: Tanmoy Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 05/04/2022 1:30PM with Govt. Ref. No: 192022230001793691 on 05-04-2022, Amount Rs: 70,021/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1756902001 on 05-04-2022, Head of Account 0030-02-103-003-02

*Tulsi Lama*

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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2022, Page from 104758 to 104796

being No 071103669 for the year 2022.



Digitally signed by TULSI LAMA  
Date: 2022.04.20 13:25:44 +05:30  
Reason: Digital Signing of Deed.

*Tulsi Lama*

(Tulsi Lama) 2022/04/20 01:25:44 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BHAKTINAGAR  
West Bengal.

**(This document is digitally signed.)**

