

পশ্চিমবঙ্গ पश्चिम संगाल WEST BENGAL

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7-18 25/3/23



Heenahishi Agarwal

Aniles Chrodal.

# DEVELOPMENT AGREEMENT

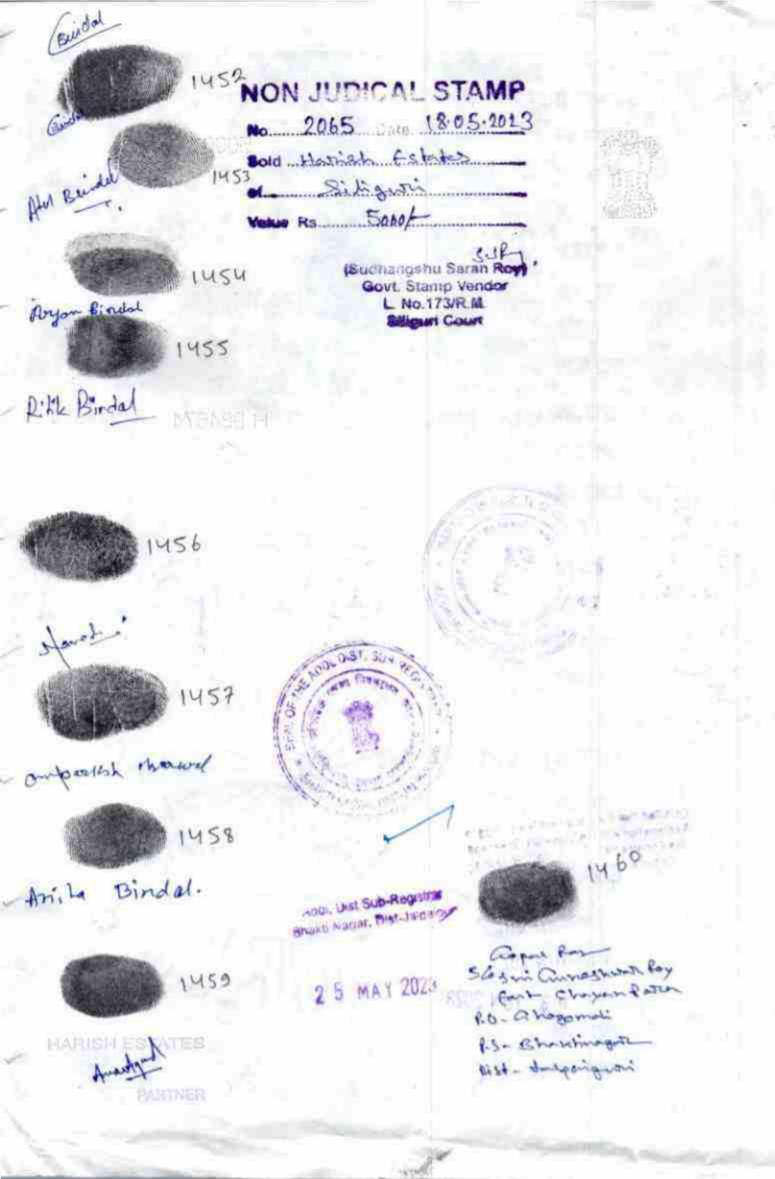
Certified that the Document is admitted to Registration and the Superiore Societ and the Endorsement Social attact, so to this Document are part of this Document.

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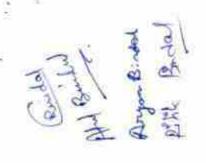
# DESCRIPTION OF LAND WHICH WILL BE DEVELOPED:

LAND MEASUREMENT : 1.40 acre-R. S. PLOT NOS. : 148/434, 150, 150/439, 42/510. R. S. KHATIAN NOS. : 143, 144, 805/1 (KA). R. S. SHEET NO. : 9 J. L. NO. : 2 MOUZA : Dabgram. POLICE STATION : Bhaktinagar. PARGANA : Baikunthapur DISTRICT : Jalpaiguri AREA LOCATED : Under Gram Panchayat Area.

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 25th DAY

OF 2023.

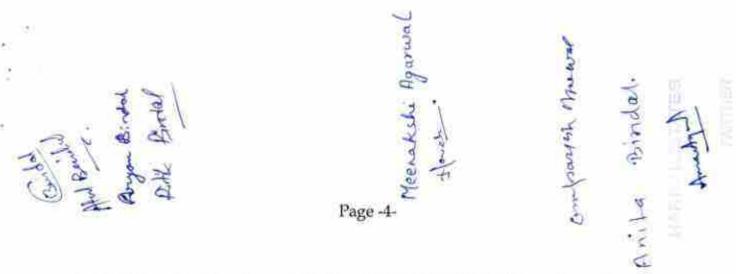
# BETWEEN





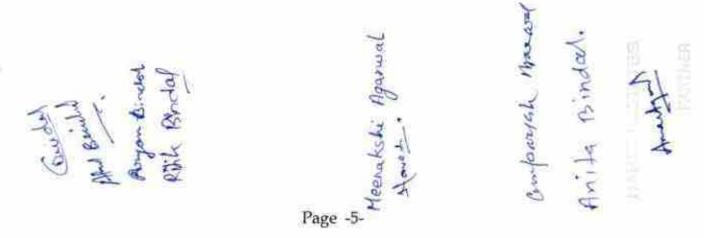


 SRI CHIRAG BINDAL, son of Sri Rajesh Bindal, (PAN: DXQPB1956]), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Madhuban Apartment, Block-B, Flat No.A2, Akshaytara Lane, P.O Sevoke Road, P.S.- Bhaktinagar, District Jalpaiguri, (2) SRI ATUL BINDAL, son of Sri Naresh Agarwal, (PAN: DEXPB2657N), Hindu by Religion, an Indian Citizen, Business by Occupation, dent of Kalyani Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District - Darjeeling, (3) SRI ARYAN BINDAL, son of Sri Anil Bindal, (PAN: FDSPB2241G), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District - Darjeeling, (4) SRI RITIK BINDAL, son of Sri Manoj Bindal, (PAN: DZIPB2849L), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Sharda Apartment, Guru Nanak Sarani, Punjabi Para, P.O & P.S Siliguri, District -Darjeeling (5) SMT MEENAKSHI AGARWAL, wife of Sri Parveen Bindal Agarwal, (PAN: ACSPA4636J), Hindu by Religion, an Indian Citizen, Housewife by Occupation, (6) SRI NARESH KUMAR AGARWAL, son of Late Kishori Lal Agarwal, (PAN: ACHPA4969P), Hindu by Religion, an Indian Citizen, Business by Occupation, (7) SRI OM PRAKASH AGARWAL, Son of late Brij Lal Agarwal, (PAN: ADFPA3665D), Hindu by Religion, An Indian Citizen, Business by Occupation, No. 5, 6 & 7 are Residents of Care of India Traders, Sevoke Road, Siliguri Town, P.O & P.S - Siliguri, District - Darjeeling, (8) SMT ANITA BINDAL, wife of Sri Rajesh Bindal, (PAN: AEHPB5684A), Hindu by Religion, an Indian Citizen, Business by Occupation, Resident of Madhuban Apartment, Block-B, Flat No.A2, P.O Sevoke Road, P.S.-Bhaktinagar, District Jalpaiguri (Here-in-after collectively called as the OWNERS/FIRST PARTY", (which expression shall unless repugnant to the context or meaning thereof, be deemed to include their respective legal heirs, representatives, executors and administrators,) of the "ONE PART".



HARISH ESTATES, a Partnership Firm (PAN: AAOFH9644K), registered under Partnership Act, 1932 and having its registered office at Sevoke Road, Post office and Police Station – Siliguri, District – Darjeeling, Pin -734001, in the State of West Bengal. The Partnership firm is being represented by one of its partners namely SRI AMAN AGARWAL son of Sri Harish Kumar Agarwal, An Indian Citizen, Hindu by religion, Business by Occupation, resident of Sevoke Road, Post office and Police Station – Siliguri, District –Darjeeling, Pin-734001, in the State of West Bengal (Here-in-after referred to as <a href="DEVELOPER/SECOND PARTY">DEVELOPER/SECOND PARTY</a>. (which expression shall unless repugnant to the context or meaning thereof, be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor) of the OTHER PART.

WHEREAS the first party/land Owner No.1 to 4, Sri Chirag Bindal, Sri Atul Bindal, Sri Aryan Bindal and Sri Ritik Bindal are the absolute and exclusive owners in possession of a piece of land measuring 0.525 Acre, executed by Sri Chetan Mittal, son of Sri Nagar Mal Mittal, by virtue of two separate registered transfer deed, both dated 09.10.2021, being Sale Deeds Nos. I - 7979 and I- 7980 for the year of 2021 registered before the office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri both for the year of 2021 and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.



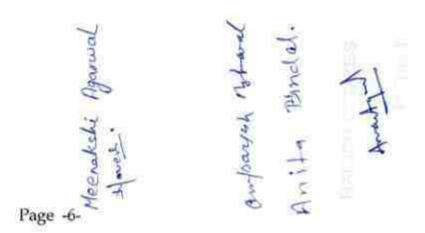
AND WHEREAS the first party/land Owners No. 5 to 7 Smt. Meenakshi Agarwal, Sri Naresh Kumar Agarwal and Sri Om Prakash Agarwal are the absolute and exclusive owners in possession of a piece of land measuring 0.452 acre executed by M/s. Sharda Construction, a Partnership Firm, by virtue of a registered transfer deed being Sale Deed No. I -75 for the year of 2005 registered before the office of the District Sub Registrar Jalpaiguri, in the District of Jalpaiguri and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

AND WHEREAS the first party/land Owner No. 5 to 7 Smt. Meenakshi Agarwal, Sri Naresh Kumar Agarwal and Sri Om Prakash Agarwal are the absolute and exclusive owners in possession of a piece of undivided land measuring 0.2307 acre executed by Smt. Bharati Roy and others ,by virtue of three Separate registered transfer deeds all dated 28.08.2012 being Sale Deed Nos. I-7060, I-7061 and I-7062 for the year of 2012 registered before the office of the Additional District Sub Registrar Rajganj, in the District of Jalpaiguri and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.

# AND

WHEREAS the first parties/land Owner No. 8 Smt. Anita Bindal had received by the way of Gift a piece of land measuring 0.525 Acre executed by Sri Rajesh Kumar Agarwal, son of Sri Gulzari Lal Agarwal @ Gulzari Mal Agarwal, by virtue of two separate registered Deed of Gifts both dated 09.10.2021, being Sale Deeds Nos. I -7974 and I-7981 for the year of 2021 registered before the office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri both for the year of 2021 and said area of land is in their khas, actual and physical possession since the date of said purchase having permanent, heritable and transferable right, title and interest therein.





WHEREAS the first parties/land owners are jointly acquired ownership on a piece of land measuring 1.7327 acres by virtue of their aforesaid respective purchase/Gift Deeds as clearly and categorically mentioned here-in-above though the first parties/land owners are presently possessed a piece of land measuring 1.40 acre in said plots by virtue of their aforesaid respective Title Deeds and said area of land measuring 1.40 acre is under their absolute physical possession with full ownership having permanent, heritable and transferable right, title and interest therein. The details of the said area of land measuring 1.40 acre is fully and particularly mentioned in the schedule "A" here-in-below.

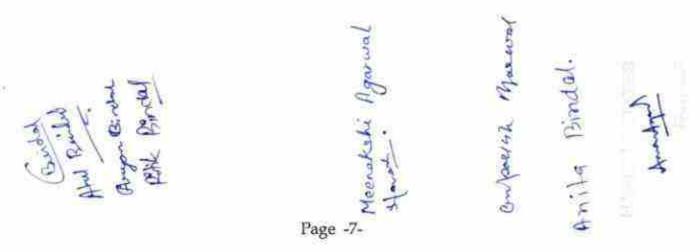
# AND

WHEREAS the first parties/land owners have decided finally and firmly to develop their said area of land measuring 1.40 acre which is situated in a complete block as fully and clearly mentioned in the schedule "A" here-in-below (Hereinafter referred to as the "said plot of land" for the sake of brevity) with the help of a renowned builder for their common interest and benefit and therefore, the first parties/land owners circulated their desire in the market through their common friend, relative and well wishers and the second party has accepted said offer of the first parties/land owners after several meetings and discussion as per their settled conditions.

#### AND

WHEREAS the second party is a builder/developer and is having vast experience in construction of buildings and has agreed to construct a Commercial Complex as per sanctioned building plan on the said plot of land as fully described in the schedule "A" here-in-below with certain terms and conditions as laid down here-in-below which has been settled by and between the parties hereof amicably for their common interest and benefit.

AND



WHEREAS all the parties named above have thought it wise and expedient to have a written deed of Agreement in respect of the development work/ construction on the below "A" schedule land area as per their settled terms and conditions to avoid all sorts of future misunderstandings and disputes, hence this joint venture/development agreement.

NOW THIS INDENTURE WITNESSETH that in pursuance of the aforesaid offer and acceptance all the parties have agreed to enter into following terms and conditions till date of completion of the development project on the said plot of land and bind themselves to act as follows:-

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

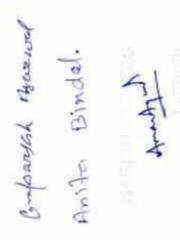
# ARTICLE I - DEFINITIONS

In this agreement, unless otherwise specifically mentioned :-

Owners/Land owners shall mean the said (1) SRI CHIRAG BINDAL, son of Sri Rajesh Bindal, (2) SRI ATUL BINDAL, son of Sri Naresh Agarwal, (3) SRI ARYAN BINDAL, son of Sri Anil Bindal, (4) SRI RITIK BINDAL, son of Sri Manoj Bindal, (5) SMT MEENAKSHI AGARWAL, wife of Sri Parveen Bindal Agarwal, (6) SRI NARESH KUMAR AGARWAL, son of Late Kishori Lal Agarwal, (7) SRI OM PRAKASH AGARWAL, Son of late Brij Lal Agarwal, (8) SMT ANITA BINDAL, wife of Sri Rajesh Bindal, the aforesaid persons not only as owners but also as having whatsoever right, title or interest that they or any person claiming under, through or in trust for them may have had or has as executor, legatee, Trustee,







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- 1.2 Beneficiary or otherwise in respect of the premises described in the schedule "A" hereunder written including their heirs, legal representatives, executors and assigns.
- 1.3 Developer shall mean the said 'Harish Estates' represented by one of its partner Sri Aman Agarwal, son of Sri Harish Kumar Agarwal its executors, representatives, successors, administrators and assigns including its partners at all materials times.
- 1.4 Premises shall mean all that the entirety of the premises more fully and particularly described in the schedule "A" hereunder written.
- 1.5 Building shall mean the commercial building to be constructed at the said premises i.e. on the schedule "A" mentioned area of land with the maximum floor area ratio (FAR) available or permissible under the rules and regulations of the Siliguri Jalpaiguri Development Authority for the time being prevailing as per the plan or plans to be sanctioned by the concerned authority.
- 1.6 Unit shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building to be constructed at the said premises.
- 1.7 Super built up area shall mean the total constructed area which will include, water tanks, reservoirs, staircase, passage, landing, open area etc. together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said premises.



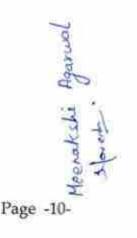




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- 1.8 Architect shall mean any person or other association of persons, whether incorporated or not, whom the developer may appoint from time to time as the Architect of the building to be constructed at the said premises.
- 1.9 The plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the concerned authority including modification or variation thereof which may be made from time to time.
- 1.10 Saleable Area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required there for.
- 1.11 Transfer with its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is under stood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.
- 1.12 Transferee shall mean a person, persons, firm, private limited company, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said premises, has been transferred.
- 1.13 Words importing singular shall include plural and vice versa.
- 1.14 Words importing any gender shall include all the other genders, i.e., masculine, feminine and neutral genders.







# 2.0 ARTICLE II -OWNERS ALLOCATION

The first parties/land owners namely (1) SRI CHIRAG BINDAL, (2) SRI ATUL BINDAL, (3) SRI ARYAN BINDAL, (4) SRI RITIK BINDAL, (5) SMT MEENAKSHI AGARWAL, (6) SRI NARESH KUMAR AGARWAL, (7) SRI OM PRAKASH AGARWAL, (8) SMT ANITA BINDAL, will get 60% sale proceed of the total constructed area on the below "A" schedule land, fully described herein below, to be constructed by the second party at his own cost.

- 2.1 That beside land owners allocation if the first parties/land owners jointly or individually intends to take any extra space in the proposed building to be constructed on the below "A" schedule land then the land owners/first parties shall pay the mutually agreed price to the developer/builder.
- 3.0 Developer's Allocation shall mean the remaining portion i.e. 40% of sale proceed of the total constructed area after providing the land owners allocation in the new building to be constructed by the Developer as per plan or plans to be sanctioned by the Siliguri Jalpaiguri Development Authority or any other sanctioning authorities which shall absolutely belong to the Developer after providing for the land owners allocation aforesaid under this agreement.

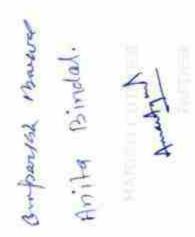
# 4.0 ARTICLE III -COMMENCEMENT

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

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4.2 The owners shall provide possession of the said premises to the developer for construction of new building thereon with all rights and obligations herein provided and the possession of said premises herein granted shall not be revoked or cancelled by the land owners for whatsoever reasons till the completion of construction of said new building thereon provide that the developer/second party follows the terms and condition of this agreement.

#### 5.0 ARTICLE IV-OWNER'S RIGHTS & REPRESENTATIONS

- 5.1 The land owners is absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirely of the said premises, more fully and particularly described in the schedule "A" hereunder written free from all encumbrances whatsoever.
- 5.2 Except the land owners and their heirs, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 5.3 The said premises is free from all encumbrances, lien, lispendences, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- 5.4 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the land owners or any person claiming under them.

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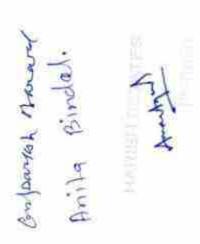




- 5.5 It is agreed and understood by and between the parties hereto that the land owners shall sign all such forms and papers as would be required by the Developer for the purpose of obtaining necessary permission from the concerned authority for the interest of new building to be constructed on the below "A" schedule area of land at the cost of the second party.
- 5.6 All Panchayat rates and taxes, land revenue/khazana payments, electricity consumption charges and other outgoings related to the said premises have been cleared by the land owners and if any amount is found due hereafter as accruing before the date of this agreement, the same shall be cleared/paid by the land owners and the Developers shall not be liable to pay the same or any part thereof. Similarly any type of liability relating to taxes, electricity bill and any statutory liability arising after date of agreement, will be paid by developer and even any such liability arises after completion of project than too it is sole responsibility of developer to clear the same.
- 5.7 The first parties/landowners hereby grant, subject to the provisions contained herein, exclusive right to developer to build upon and to commercially exploit the scheduled land in accordance with plan or plans sanctioned by Siliguri Jalpaiguri Development Authority and or any local authority without any modification. The Second party shall be allowed to store the building materials in the below "A" schedule area of land during the period of construction as per it's requirement and keep the guard/chowkidar or any other staff or may take other security measures for the site interest.







- 5.8 That the first parties/landowners undertakes to signify their consent to the plans, elevations, designs, drawings, specifications etc. as proposed by the second party and also to that plans, elevations, designs, drawings, specifications etc. and shall sign on it and all other incidental and necessary papers for approval of the building plan.
- 5.09 Matters regarding quality of materials and matters pertaining to construction of building shall be decided by the engineer/architect appointed by the second party and his/their decision shall be final and binding to the land owners.

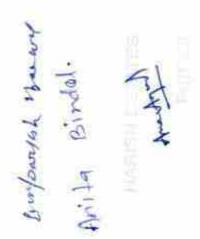
# 6.0 ARTICLE V- DEVELOPER'S RIGHTS

6.1 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the land owners and/or the Developer (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the concerned authority and other authorities shall be born and met by the developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payment and/or deposits made by the Developer in connection therewith.

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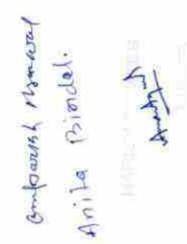


# ARTICLE VI-BOTH PARTIES RIGHTS, DUTIES AND OBLIGATIONS.

- 7.1 There is no bar, legal or otherwise for the first party to obtain any certificates, sanctions, consent or permission that may be required for transferring the proportionate undivided share or interest in the land owned by them to respective purchaser of shops/office at in new building/s to be constructed on schedule land.
- 7.2 That out of the sale proceeds of the total constructed area, 60% shall belong to the first party and the remaining 40% shall belong to the second party and the saleable area should also include the super built up area.
- 7.3 That all decision in respect of sale of constructed area, price of constructed area shall be decided mutually by the first party and the second party jointly and amicably.
- 7.4 That the second party has agreed to promote said commercial complex on the said plot of land clearly mentioned in the schedule "A" here-in-below as per plans, elevations, design, drawings and specification approved by the appropriate authority/authorities at it's own cost and shall for the identity of the building use appropriate nomenclature of it's choice and the second party shall complete the commercial complex within the stipulated period in accordance with the sanctioned plan with good standard materials, as may be specified by the Architect/Engineer.







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- 7.5 The new building shall be a commercial complex having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the concerned authority.
- 7.6 The second party shall install and erect said new building/s with all required facilities, at it's own cost, which includes water pump, fire fighting equipments, tube well, water storage tank, and other facilities as required in commercial complex having self contained units for sale of constructed area therein.
- 7.7 That if any party of this indenture wants to retain any part of the constructed area they may do so at the market value and shall also pay proportionate cost for transformer installation, fire fighting system and generator respective taxes, including GST, as applicable in law, in respect of the retained area.
- 7.8 That the construction of the building shall be completed within 3 years from date of passing of building plan from the concerned authority but said period shall be extended by the mutual written consent of the parties hereof in case of force majure situation.
- 7.9 That the parties hereof shall sale saleable space, if agreed upon, from the constructed premises to the intending buyers at market price and all amount received from the intending purchasers shall be divided in between both the parties at the end of each month, as per agreed ratio above.
- 7.10 That the parties hereof shall jointly sign all documents relating to, Agreement For Sale, Sale Deed etc. of the TOTAL CONSTRUCTED AREA to and in favour of the intending buyers.





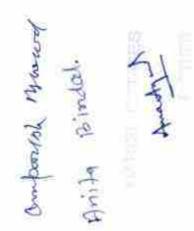


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- 7.11 That the first parties/land owners will be liable and responsible to clear all disputes in related with their right, title and interest in said plot of land if arise during the period of construction of said commercial complex on the below "A" schedule land at their own cost, risk and peril. If it will be found that the first parties/land owners are not able to clear their title dispute after their best efforts and construction progress is effected due to land title dispute, in that event, the parties of this indenture shall wait for 36 months from the date of stoppage of construction work and after that this agreement stand cancelled and a written Deed of Cancellation will be executed by the parties for this purpose and in that event, the first parties shall pay the only actual cost of construction, incurred by second party till stoppage of work, to the second party as compensation.
- 7.12 That both the parties shall bear their respective proportionate statutory impositions and/or tax liabilities including Capital gains, GST, Income Tax etc.
- 7.13 That the second party shall construct the said commercial complex at its own cost and engaging direct labourers or through the contractor/s of it's choice as per approved plan and the second party shall construct the said complex in accordance with the rules and guidelines of the sanctioned building plan which will be approved by the appropriate authority.
- 7.14 That neither party can never compel the other party to entertain /comply with any sort of verbal statement, request and/or assurance.



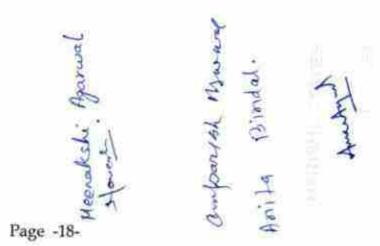




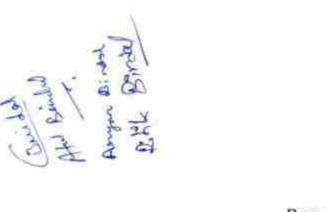
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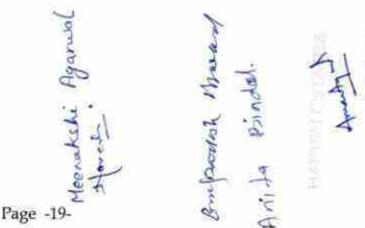
- 7.15 That the second party shall be free to advertise in the print and electronic media for sale and/or letting out the constructed area in the said commercial complex at it's own cost.
- 7.16 That in case of any dispute arising out of this agreement or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement or any other matter, it shall be first mutually decided with the collaboration of the third person to be mutually appointed by both the parties and if the matter is not settled than either of the parties may approach the Court of Law.
- 7.17 That any further matter arising out of this agreement which has not been specifically clarified, shall be mutually dealt with and decided.
- 7.18 That all taxes and dues including khazana and Panchayet tax for below "A" schedule land relating to the period prior to the execution of these presents/commencement of the construction of the building shall be payable by the First parties/land owners. The first parties/land owners shall be entitled to receive all compensation amount from the Government Authority against Highway adjacent front portion land which will be left vacant according to the provision of building plan and the second party or any subsequent owner of shops, etc. shall not have any right in that vacant land area and compensation amount in any way what-so-ever. That the taxes and other dues payable during the construction period shall be paid by the second party.





- 7.19 That the second party/developer shall abide by all laws, rules and regulation of the Government and local bodies in related with all construction matter during the period of construction work to be constructed by the second party as per sanctioned building plan, by the concerned authority, on the below schedule area of land and shall be answerable to all said authorities for any deviation, violation and/or breach of any law, rules and regulations and the second party shall take all type of safety measures for the workers who will be engaged by the second party for said multistoried building construction work.
- 7.20 That the second party shall be solely responsible for any liability either civil or criminal or both, arising out of any accident/incident that may happen in course of construction of the proposed building and first party/land owners shall have no responsibility and liability in this regard in any way what-so-ever.
- 7.21 That the second party hereby agree and covenant with the first party not to let out, mortgage, and/or charge and said premises or any portion thereof without the consent in writing of first party during the period of construction.
- 7.22 The second party hereby undertakes to keep the first party/land owners indemnified against all third party claim/s and action arising out of any sort of act or commission of second party in relating to or arising out of construction of said commercial building/s at said premises, including any court proceeding expenses.
- 7.23 The name of the new commercial building shall be decided by the parties hereof jointly and amicably. The building name as decided by the parties to be fixed in frontal face of the building which should be made in stainless steel letters/stone of English script.



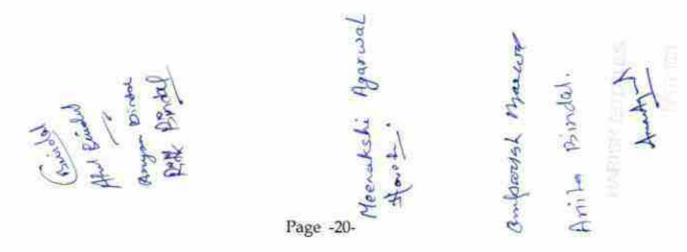


# 8.0 ARTICLE VII - PROCEDURE

- 8.1 The first party/ land owner shall handover all Xerox relevant documents, including title deeds, certificate of mutation, certified copy of Khatian, land revenue payment receipt, to the developer on the date of signing of this agreement.
- 8.2 The first party/land owners shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its partner as per the desire of the second party/developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the proposed multistoried building at the said premises and also for pursuing and following up the matter with the concerned statutory authorities and for all other matter concerning or related to the project of development which shall remain in force and valid until completion of the project finally.
- 8.3 The first party/land owners shall deliver vacant possession of the said premises to the second party/developer on the execution of this agreement or immediate after sanctioned building plan for carrying out the purpose herein mentioned.

# 9.0 ARTICLE VIII - SPACE ALLOCATION

9.1 That the parties hereof have decided to sell entire salable space/ constructed premises after completion or during the period of completion from said multistoried commercial complex/building to the intending buyer/s subject to the provisions herein contained and the parties hereof be exclusively entitled with exclusive right to choose and enter into agreement with intending purchasers thereof, fix rates, receive



payment of advance and consideration money from the intending purchasers and to transfer or otherwise deal with or dispose of the same and the parties hereof shall share entire consideration money against said sale in between them according to the settled ratio mentioned here-inabove.

9.2 The first party/land owners shall execute the deed(s) of conveyance to the intending buyer/s and the second party/developer shall execute the same as developer/builder after receiving entire consideration money from the intending purchaser.

# 10.0 ARTICLE IX - BUILDING

- 10.1 The second party/developer shall at it's own costs, construct erect and complete the new building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by its Architects from time to time. The new building shall be only commercial type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the concerned authorities.
- 10.2 Subject as aforesaid, the decision of the Project Engineer/Architect regarding the quality of the materials and the specification shall be final by the second party.
- 10.3 The second party/Developer shall at it's own costs and expenses, construct and complete the said new building and various units therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the second party/Developer.



10.4 All costs, charges and expenses, including Engineer/Architect's fees during the construction of the building at the said premises shall be borne by the second party/Developer and the land owners shall bear no responsibility in this context.

# 11) ARTICLE X-OWNER'S OBLIGATIONS

- 11.1 The first party/land owners hereby agree and covenant with the second party/developer not to cause any interference, disturbance, objection or hindrances in the construction of the new building at the said premises by the second party/developer or by their acts, commissions or omissions do anything so as the delay and/or render the construction thereof impossible.
- 11.2 The first party/land owners hereby agree and covenant with the developer not to do any act or deed or thing whereby the second party/developer may be prevented to continue construction work on the said land.
- 11.3 The first party/land owners hereby agree and covenant with the second party/developer not to let out, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the second party/developer during the period of construction.
- 11.4 The first party/owners hereby agree and covenant with the second party/developer that they will clear their all old outstanding in related with the said land on which said new multistoried building to be constructed by the second party/developer.



# 12) ARTICLE XI - DEVELOPER'S OBLIGATIONS

12.1 The second party/developer hereby agrees and covenants with the first party/land owners to complete the construction of the new building at the said premises in terms of the sanctioned plan/s within settled stipulated period from the date of obtaining the sanctioned plan from the concerned authorities or from the date of handing over of possession of the said land (vacant) by the first party/land owners whichever is later except force Majeure herein after defined.

# 13) ARTICLE XII - MISCELLANCEOUS

- 13.1 That it is agreed and recorded that the parties hereto shall mutually indemnify and keep indemnified each other against all actions, losses, claims, damages, that will be incurred or suffered by the parties hereto on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever.
- 13.2 The first party/land owners and the developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to be construed as a partnership between the second party/developer and the first party/land owners. It is a Joint Venture Agreement between the parties hereto for a specific project and the validity of this agreement will be lapsed immediate after completion of all salable space from the constructed premises to be constructed on the below "A" schedule land at the cost of the second party/developer.



- 13.3 It is understood that from time to time to facilitate the construction of the new building at the said premises by the second party/developer, various deeds, matters and things not herein specified may be required to be done by the second party/developer and for which the second party/developer may need the authority of the land owners and various applications and other documents may be required to be signed or made by the land owners relating to which specific provisions may not have been made herein and the land owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the land owners shall execute all such document as may be required by the second party/developer for the interest of new building construction purpose.
- 13.4 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

# 14.0 JURISDICTION

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







# SCHEDULE -A DESCRIPTION OF THE LAND/PREMISES

All that piece or parcel of vacant homestead land measuring 1.40 acre situated in R. S. Sheet No. 9, Mouza - Dabgram, J. L. No. 2, Pargana - Baikunthapur, Police Station - Bhaktinagar, District - Jalpaiguri. The said land is situated within the limits of Gram Panchayat Area. The Plot wise are is mentioned below:-

150	144	0.1600
148/434	144	0.7310 /
150/439	143	0.3855
42/510	805/1(KA)	0.1235
R.S PLOT NO	R.S KHATIAN	AREA IN ACRES

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

On the North

:- 30 feet wide Anchal road.

On the South

:-Land of Sri Kesari and others

in part of R. S. plot No. 150.

On the East

:- Part of R. S. Plot No. 150, 434, 510.

On the West

:- 60 feet wide metal road namely Eastern By pass road.

77 -

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

# WITNESSES :-

1. acras Ros - 800 8mi ameshwa Roy ford chayon fator P.O - a hagomali P.S. Bhanking of

and gurbaidras

4. Rik Birdal

2. Mary Consepta Rozario Olo Mr. Peter Johny Rozario

5. Moenakshi Agarwal

6. Moral

South Eliteral Silogulo

7. amparish Mywery

8. Anita Bindel.

Signature of the First Parties/Land Owners.

Signature of the Second Party/ Developer with seal.

MANOJ AGARWAL

Advocate, Siliguri.

Enrl. No. F-505/434 of 1997

Manoj Agarwal

# **LANDOWNERS**

	( Quigar	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
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	RIGHT HAND					



24	(#0.5yr)	22.00	
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	المتواة	****	41.0
	-		

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1/20	HAND					-
	RIGHT HAND					

Signature

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25	LEFT HAND				(4)	(E)
Phys. Rive	RIGHT					

Aryan Bindad Signature

# **LANDOWNERS**

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6	RIGHT		6			

Dible Birdal

Signature

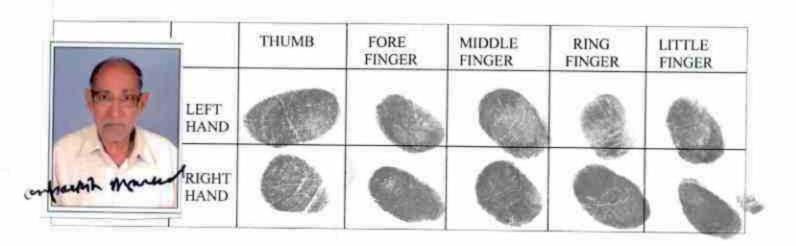
		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE
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nakshi Aggr	RIGHT					200

Heenakski Agarwal Signature

	тнимв	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT					400

Signature

# **LANDOWNERS**



Brokantesh Marsural Signature

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
9	LEFT HAND		430		0	0
nita Bian	RIGHT HAND				0	

Anita Bindal.
Signature

# **DEVELOPER**

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					9
6	RIGHT	460	4	A	<b>(1)</b>	40

Signature

# **IDENTIFIER PHOTO SHEET**

**РНОТО** 



LEFT THUMB IMPRESSION



Signature of Identifier

Capa Par

/



# Government of West Bengal

# Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name: Jalpaiguri Signature / LTI Sheet of Query No/Year 07112001327791/2023

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr CHIRAG BINDAL MADHUBAN APARTMENT BLOCK B FLAT NO JR AKSHAYTARA LANE. City - Siliguri Mc. P O: SEVOKE ROAD, P.S. Bhaktinagar, District- Jalpaiguri, West Bengal, India, PIN: 734001	Land Lord			25 05 2023
SI	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Mr ATUL BINDAL KALYANI APARTMENT. GURU NANAK SARANI. PUNJABI PARA City- Siliguri Mc. P.O. SILIGURI. P.SSiliguri. District -Darjeeling, West Bengal India PIN- 734001	Land Lord			HA BUTH 25.23

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

SI lo	Name of the Executant		Photo	Finger Print	Signature with date
-4111	Mr ARYAN BINDAL SHARDA APARTMENT . GURU NANAK SARANI, PUNJABI PARA. City- Siliguri Mc. P.O SILIGURI, P.SSiliguri, District:-Darjeeling, West, Bengal, India, PIN:- 734001	Land Lord			Ayon Birday 255/25
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr RITIK BINDAL SHARDA APARTMENT, GURU NANAK SARANI, PUNJABI PARA, City Siliguri Mc. P.O: SILIGURI, P.SSiliguri, District -Darjeoling, West Bengal, India, PIN - 734001	Land Lord		0	25/05/23
Si		Category	Photo	Finger Print	Signature with date
5	Mrs MEENAKSHI AGARWAL C/O INDIA TRADERS, SEVOKE ROAD, SILIGURI TOWN, City - Siligun Mr P.O. SILIGURI, P.S. Siligun, District Darjoeling, Wost Benga India, PIN - 734001			Abse	Nt

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
6	Mr NARESH KUMAR AGARWAL C/O INDIA TRADERS, SEVOKE ROAD, SILIGURI TOWN, City - Siliguri Mc. P.O. SILIGURI, P.S Siliguri, District:- Darjeeling, West Bengal, India, PIN - 734001	Land Lord			2 4 0 5/23
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
7	Mr OM PRAKASH AGARWAL C/O INDIA TRADERS, SEVOKE ROAD , SILIGURI TOWN, City - Siliguri Mc P.O. SILIGURI, P.S. Siliguri, District- Darjeeling, West Bengal India, PIN: 734001			0	0-(mush "ynard
SI		Category	Photo	Finger Print	Signature with date
8	Mrs ANITA BINDAL MADHUBAN APARTMENT, BLOCK I FLAT NO A2, City: Siliguri Mc, P O: SEVOKE ROAD, P.S Bhaktinagar, District: Jaipaiguri, West Bengal India, PIN: 734001		ite Bi		Aniba Bindal.

SI No.	Name of the Execut	ant	Category	Photo	- 3)	Finger Print	Signature with
9	Mr AMAN AGARWAL SEVOKE ROAD, City Siliguri Mc, P.O:- SILIGURI, P.SSiligu District:-Darjeeling, W Bengal, India, PIN:- 734001	n,	Represent ative of Developer (HARISH ESTATES			0	PARISH ESTAPE Appendit
Si No.	Name and Address of identifier		Identifie	rof	Photo	Finger Print	Signature with date
1	Mr GOPAL ROY Sen of Mr GUNESHWAR ROY EAST CHAYAN PARA, City:- Not Specified, P.O GHOGHOMALI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001	BINI RITI AG/ AG/ AG/	CHIRAG BINDA DAL, Mr ARYAN IK BINDAL, Mr ARWAL, Mr NAI ARWAL, Mr OM ARWAL, Mrs AN AMAN AGARWA	BINDAL Mr MEENAKSHI RESH KUMAR PRAKASH IITA BINDAL,			Zestest23
						ADDI	warup Goswami) TIONAL DISTRIC IB-REGISTRAR
			V - 3				E OF THE A.D.S. HAKTINAGAR

Jalpaiguri, West Bengal

# Major Information of the Deed

Deed No:	I-0711-04163/2023	Date of Registration	06/06/2023			
Query No / Year	0711-2001327791/2023	Office where deed is r	egistered			
Query Date	23/05/2023 7:40:21 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri				
Applicant Name, Address & Other Details	MANOJ AGARWAL Thana: Siliguri, District: Darjeeling, WEST BENGAL, Mobile No.: 7602241704, S :Advocate					
Transaction		Additional Transaction				
[0110] Sale, Development A agreement	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]				
Set Forth value		Market Value				
		Rs. 6,78,01,819/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 75,020/- (Article:48(g))		Rs. 21/- (Article:E, E, E)				
Remarks						

# Land Details:

District: Jalpaiguri, P.S.- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 9, Jl No: 2, Pin Code: 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
LI	RS-42/150	RS-805/1	Bastu	Bastu	0.1235 Acre		65,95,641/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	RS-150/439	RS-143	Bastu	Bastu	0.3855 Acre		1,56,64,792/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L3	RS-148/434	RS-144	Bastu	Bastu	0,731 Acre		3,90,39,786/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L4	RS-150	RS-144	Bastu	Bastu	0,16 Acre		65,01,600/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
		TOTAL:			140Dec	0 /-	678,01,819 /-	
	Grand	Total:			140Dec	0 /-	678,01,819 /-	

#### Land Lord Details:

illiguri Mc, P.O SEVOKE ROA fale, By Caste: Hindu, Occupat 4xxxxxxxx5815, Status: Individe Admitted by: Self, Date of Admitted by: Self, P.SSiligur Indu, Occupation: Business, Cindividual, Executed by: Self, Date of Admitted by:	ADHUBAN APAF D, P.SBhaktine ion: Business, C ual, Executed by Ission: 25/05/202 mission: 25/05/202 KALYANI APAF i, District:-Darjec tizen of India, P ate of Execution:	agar, District:-Jalpaigu itizen of: India, PAN N : Self, Date of Execut 23 ,Place : Pvt. Resid 2023 ,Place : Pvt. Re RTMENT, GURU NAN eling, West Bengal, In	dence, Executed by: Self, Date of esidence NAK SARANI, PUNJABI PARA, City:- Siligu				
on of Mr NARESH AGARWAL Ic, P.O SILIGURI, P.SSiligur lindu, Occupation: Business, Ci ndividual, Executed by: Self, Da Admitted by: Self, Date of Admi xecution: 25/05/2023 Admitted by: Self, Date of Admi	i, District:-Darjec tizen of: India, P ate of Execution:	eling, West Bengal, In					
and the state of t	Mr ATUL BINDAL  Son of Mr NARESH AGARWAL KALYANI APARTMENT, GURU NANAK SARANI, PUNJABI PARA, City:- Siliguri Mc, P.O SILIGURI, P.SSiliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DExxxxxx7N, Aadhaar No: 80xxxxxxxx8232, Status: Individual, Executed by: Self, Date of Execution: 25/05/2023  , Admitted by: Self, Date of Admission: 25/05/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/05/2023  , Admitted by: Self, Date of Admission: 25/05/2023, Place: Pvt. Residence						
Mr ARYAN BINDAL  Son of Mr ANIL BINDAL SHARDA APARTMENT, GURU NANAK SARANI, PUNJABI PARA, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: FDxxxxxx1G, Aadhaar No: 59xxxxxxxx0005, Status:Individual, Executed by: Self, Date of Execution: 25/05/2023  Admitted by: Self, Date of Admission: 25/05/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/05/2023							
Mr RITIK BINDAL  Son of Mr MANOJ BINDAL SHARDA APARTMENT, GURU NANAK SARANI, PUNJABI PARA, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: DZxxxxxxx9L, Aadhaar No: 85xxxxxxxx0307, Status:Individual, Executed by: Self, Date of Execution: 25/05/2023  , Admitted by: Self, Date of Admission: 25/05/2023, Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/05/2023							
Name	Photo	Finger Print	Signature				
Irs MEENAKSHI GARWAL //ife of Mr PRAVEEN INDAL xecuted by: Self, Date of xecution: 25/05/2023 Admitted by: Self, Date of dmission: 06/06/2023 ,Place Office			Meenokoh Aganual				
	96/96/2923	08/96/2022	06/06/2023				
HOZAKI CHOZAKI	O:- SILIGURI, P.SSiliguri, Discoupation: Business, Citizen of xecuted by: Self, Date of Executed by: Self, Date of Admitted by: Self, Date of Executed by: Self, Date of Executed by: Self, Date of Executed by: Self, Date of Admitted by: Self, Date of Courtion: 25/05/2023  Admitted by: Self, Date of Courtion: 25/05/2023	O:- SILIGURI, P.SSiliguri, District:-Darjeeling coupation: Business, Citizen of: India, PAN No. xecuted by: Self, Date of Execution: 25/05/2023 Admitted by: Self, Date of Admission: 25/05/2023 Admitted by: Self, Date of Execution: 25/05/2023 Admitted by: Self, Date of Admission:	O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, coupation: Business, Citizen of: India, PAN No.:: FDxxxxxx1G, Aadh xecuted by: Self, Date of Execution: 25/05/2023 Admitted by: Self, Date of Admission: 25/05/2023 ,Place: Pvt. Residential Procession: Residential Procession: Residential Procession: Procession: Procession: Procession: Procession: Pvt. Residential Procession: 25/05/2023 ,Place: Pvt. Residential Procession: 25/05/2023 ,Place				

# Mr NARESH KUMAR AGARWAL

Son of Late BRIJ LAL AGARWAL C/O INDIA TRADERS , SEVOKE ROAD, SILIGURI TOWN, City: - Siliguri Mc, P.O.: SILIGURI, P.S.:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxxx9P, Aadhaar No: 24xxxxxxxx3615, Status :Individual, Executed by: Self, Date of Execution: 25/05/2023

, Admitted by: Self, Date of Admission: 25/05/2023 Place: Pvt. Residence, Executed by: Self, Date of

Execution: 25/05/2023

, Admitted by: Self, Date of Admission: 25/05/2023 ,Place: Pvt. Residence

#### Mr OM PRAKASH AGARWAL

Son of Late BRIJ LAL AGARWAL C/O INDIA TRADERS, SEVOKE ROAD , SILIGURI TOWN, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5D, Aadhaar No: 69xxxxxxxx7611, Status :Individual, Executed by: Self, Date of Execution: 25/05/2023

, Admitted by: Self, Date of Admission: 25/05/2023 Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/05/2023

, Admitted by: Self, Date of Admission: 25/05/2023 ,Place: Pvt. Residence

### Mrs ANITA BINDAL

Daughter of Mr. RAJESH BINDAL MADHUBAN APARTMENT, BLOCK B FLAT NO.A2, City:- Siliguri Mc, P.O:-SEVOKE ROAD, P.S.-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx4A, Aadhaar No: 90xxxxxxxx8119, Status Individual, Executed by: Self, Date of Execution: 25/05/2023

. Admitted by: Self, Date of Admission: 25/05/2023 Place: Pvt. Residence, Executed by: Self, Date of Execution: 25/05/2023

. Admitted by: Self, Date of Admission: 25/05/2023 ,Place: Pvt. Residence

# Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	HARISH ESTATES  SEVOKE ROAD, City:- Siliguri Mc, P.O SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734001, PAN No.:: AAxxxxxx4K, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

# Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mr AMAN AGARWAL  Son of Mr HARISH 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: 42xxxxxxxxx9160 Status: Representative, Representative of: HARISH ESTATES (as PARTNER)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr GOPAL ROY Son of Mr GUNESHWAR ROY EAST CHAYAN PARA, City:- Not Specified, P.O:- GHOGHOMALI, P.S:- Bhaktinagar, District:-Jalpaiguri, Wost Bengal, India, PIN:- 734001			
	06/06/2023	06/06/2023	06/06/2023

Identifier Of Mr CHIRAG BINDAL, Mr ATUL BINDAL, Mr ARYAN BINDAL, Mr RITIK BINDAL, Mrs MEENAKSHI AGARWAL, Mr NARESH KUMAR AGARWAL, Mr OM PRAKASH AGARWAL, Mrs ANITA BINDAL, Mr AMAN AGARWAL

	fer of property for L1	
ST. SELITOR	From	To. with area (Name-Area)
1	Mr CHIRAG BINDAL	HARISH ESTATES-2.47 Dec
2	Mr ATUL BINDAL	HARISH ESTATES-0.82498 Dec
3	Mr ARYAN BINDAL	HARISH ESTATES-0.411255 Dec
4	Mr RITIK BINDAL	HARISH ESTATES-0.411255 Dec
5	Mrs MEENAKSHI AGARWAL	HARISH ESTATES-1.37208 Dec
6	Mr NARESH KUMAR AGARWAL	HARISH ESTATES-1.37208 Dec
7	Mr OM PRAKASH AGARWAL	HARISH ESTATES-1.37208 Dec
8	Mrs ANITA BINDAL	HARISH ESTATES-4.11625 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Mr CHIRAG BINDAL	HARISH ESTATES-7.71 Dec
2	Mr ATUL BINDAL	HARISH ESTATES-2.57514 Dec
3	Mr ARYAN BINDAL	HARISH ESTATES-1.28372 Dec
4	Mr RITIK BINDAL	HARISH ESTATES-1.28372 Dec
5	Mrs MEENAKSHI AGARWAL	HARISH ESTATES-4.28291 Dec
6	Mr NARESH KUMAR AGARWAL	HARISH ESTATES-4.28291 Dec
7	Mr OM PRAKASH AGARWAL	HARISH ESTATES-4.28291 Dec
8	Mrs ANITA BINDAL	HARISH ESTATES-12.8487 Dec
Trans	fer of property for L3	
SI.No	From	To. with area (Name-Area)
1	Mr CHIRAG BINDAL	HARISH ESTATES-14.62 Dec
2	Mr ATUL BINDAL	HARISH ESTATES-4.88308 Dec
3	Mr ARYAN BINDAL	HARISH ESTATES-2.43423 Dec
4	Mr RITIK BINDAL	HARISH ESTATES-2.43423 Dec
5	Mrs MEENAKSHI AGARWAL	HARISH ESTATES-8.12141 Dec
6	Mr NARESH KUMAR AGARWAL	HARISH ESTATES-8.12141 Dec
7	Mr OM PRAKASH AGARWAL	HARISH ESTATES-8.12141 Dec
8	Mrs ANITA BINDAL	HARISH ESTATES-24.3642 Dec
Trans	fer of property for L4	
	From	To. with area (Name-Area)
1	Mr CHIRAG BINDAL	HARISH ESTATES-3.2 Dec
2	Mr ATUL BINDAL	HARISH ESTATES-1,0688 Dec
3	Mr ARYAN BINDAL	HARISH ESTATES-0.5328 Dec
4	Mr RITIK BINDAL	HARISH ESTATES-0.5328 Dec
5	Mrs MEENAKSHI AGARWAL	HARISH ESTATES-1,7776 Dec

6	Mr NARESH KUMAR AGARWAL	HARISH ESTATES-1.7776 Dec
7	Mr OM PRAKASH AGARWAL	HARISH ESTATES-1.7776 Dec
8	Mrs ANITA BINDAL	HARISH ESTATES-5.3328 Dec

#### Endorsement For Deed Number: 1-071104163 / 2023

#### On 25-05-2023

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

Presented for registration at 19:30 hrs on 25-05-2023, at the Private residence by Mr CHIRAG BINDAL, one of the Executants.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,78,01,819/-

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

Execution is admitted on 25/05/2023 by 1. Mr CHIRAG BINDAL, Son of Mr RAJESH BINDAL, MADHUBAN APARTMENT, BLOCK B FLAT NO.a2, AKSHAYTARA LANE, P.O. SEVOKE ROAD, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mr ATUL BINDAL, Son of Mr NARESH AGARWAL, KALYANI APARTMENT, GURU NANAK SARANI, PUNJABI PARA, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Mr ARYAN BINDAL, Son of Mr ANIL BINDAL, SHARDA APARTMENT, GURU NANAK SARANI, PUNJABI PARA, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 4. Mr RITIK BINDAL, Son of Mr MANOJ BINDAL, SHARDA APARTMENT, GURU NANAK SARANI, PUNJABI PARA, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 5. Mr NARESH KUMAR AGARWAL, Son of Late BRIJ LAL AGARWAL, C/O INDIA TRADERS, SEVOKE ROAD, SILIGURI TOWN, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN -734001, by caste Hindu, by Profession Business, 6. Mr OM PRAKASH AGARWAL, Son of Late BRIJ LAL AGARWAL, C/O INDIA TRADERS, SEVOKE ROAD, SILIGURI TOWN, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 7. Mrs ANITA BINDAL, Daughter of Mr RAJESH BINDAL, MADHUBAN APARTMENT, BLOCK B FLAT NO.A2, P.O. SEVOKE ROAD, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr GOPAL ROY, ... Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O. GHOGHOMALI, Thana: Bhaktinagar, . Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

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

Execution is admitted on 25-05-2023 by Mr AMAN AGARWAL, PARTNER, HARISH ESTATES (Partnership Firm), SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O: GHOGHOMALI, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service.

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

Jalpaiguri, West Bengal

### On 29-05-2023

# Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/05/2023 12:00AM with Govt. Ref. No: 192023240068133751 on 24-05-2023, Amount Rs: 21/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 442166278 on 24-05-2023, Head of Account 0030-03-104-001-16

### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 2065, Amount: Rs.5,000.00/-, Date of Purchase: 18/05/2023, Vendor name:

Sudhangshu Saran Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/05/2023 12:00AM with Govt. Ref. No. 192023240068133751 on 24-05-2023, Amount Rs. 70,020/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 442166278 on 24-05-2023, Head of Account 0030-02-103-003-02

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

Jalpaiguri, West Bengal

### On 06-06-2023

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

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

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

Execution is admitted on 06/06/2023 by Mrs MEENAKSHI AGARWAL, Wife of Mr PRAVEEN BINDAL, C/O INDIA TRADERS, SEVOKE ROAD, SILIGURI TOWN, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr GOPAL ROY, ... Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O. GHOGHOMALI, Thana: Bhaktinagar, . Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

DAV

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

Jalpaiguri, West Bengal

# Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2023, Page from 87511 to 87553 being No 071104163 for the year 2023.



DAV

Digitally signed by BISWARUP GOSWAMI

Date: 2023.06.07 19:01:14 +05:30 Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/06/07 07:01:14 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.

(This document is digitally signed.)