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OMSJ DEVELOPERS LLP

BESIGNATED
PARTNER

OMSJ DEVELOPERS LLP

DEVELOPMENT AGREEMENT

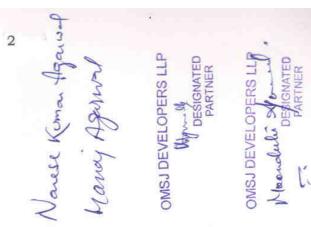




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THIS AGREEMENT IS MADE ONTHISTHE 08 th DAYOF

BETWEEN

- IN SRI NARESH KUMAR AGARWAL (PAN No. ACIPA1621R)
- IN SRI MANOJ AGARWAL (PAN No. ACLPA2405N)

Both sons of Late Motilal Agarwal, Hindu by faith, Indian by Nationality, business by occupation, resident of No. i) Pradhan Nagar, P.O & P.S. Pradhan Nagar, Pin-734003, S.D. & S.R.O. Siliguri in the district of Darjeeling & No. ii) Green view Apartment, P.O. Sevoke Road, P.S. Bhaktinagar, Pin-734006, S.R.O. Rajganj (presently Bhaktinagar) in the district of Jalpaiguri hereinafter jointly called the "FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, legal representatives, administrators and assigns) of the "FIRST PART".

A ND

OMSJ DEVELOPERS LLP, (PAN No. AAFFO5354E) a partnership firm, having principal office at Asmi Kunj, Block-B, Jatin Das Sarani by Lane, Ashrampara, Siliguri, Post Office and Police Station Siliguri, referred to Darjeeling hereinafter PARTY/DEVELOPER" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include its partners, successors in office, administrators, representatives and assigns) of the "SECOND PART", represented in these presents by its partners, 1) Sri Om Prakash Agarwal, son of Late Puran Chand Agarwal and 2) Smt. Meenakshi Agarwal, wife of Sri Sujit Kumar Agarwal, both Hindu by faith, Indian by nationality, business by occupation, one resident of Shiv Mandir Road, Punjabipara, P.O & P.S Siliguri, Pin-734001, Dist. Darjeeling and other resident of Asmi Kunj, Ashrampara, P.O & P.S Siliguri, Pin-734001, Dist. Darjeeling (West Bengal).

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Agarwal of Pradhan Nagar, vide Sale Deed no. I-1302, dated 28/03/2000, registered at the Office of S.R.O Jalpaiguri, recorded in Book No. I, Being No.1302 for the year 2000 and he duly mutated his name in the Record of Right vide M/C. No. IX-II/46/BLLRO/Raj/2007-08, dated 12/07/2007 and recorded in survey vide Parcha Khatian No. 202 having sole permanent, heritable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever.

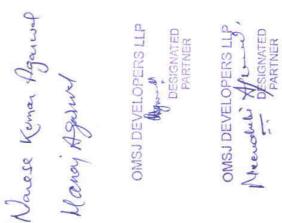
- D. WHEREAS being owners in such possession said Sri Naresh Kumar Agarwal gifted a portion of land measuring 10 Kathas 2 Chhataks (comprised in part of plot No. 254 measuring 3 Kathas 9 Chhataks & Plot No. 255 measuring 6 Kathas 9 Chhataks out of his aforesaid total land measuring 22 Kathas 8 Chhataks and Sri Manoj Kumar Agarwal gifted a portion of land measuring 2 Kathas 3 Chhataks (comprised in part of plot No. 254 measuring 11 Chhataks & Plot No. 255 measuring 1 Katha 8 Chhatak out of his aforesaid total land measuring 14 Kathas 9 Chhataks) total adjoining land measuring 12 Kathas 05 Chhataks more or less in favour of Sri Shankarlal Agarwal, S/o Late Motilal Agarwal, by a Deed of Gift, registered on 14.08.2013 at the office of Additional District Sub - Registry Office Rajganj, Dist. Jalpaiguri and recorded in Book No. I, Volume No. 22, at pages 5208 to 5220, Being No. 7306 for the year of 2013 and by virtue of aforesaid gift the above named Sri Shankarlal Agarwal acquired all that piece or parcel of land measuring 12 Kathas 05 Chhataks more or less in his actual, Khas and physical possession of the said land, having permanent, heritable right, title and interest therein, free from all encumbrances and charges whatsoever.
- E. AND WHEREAS the First Party became the sole, absolute and exclusive owner of all that piece or parcel of land measuring 24 Kathas 12 Chhataks more particularly described in the Schedule A given herein under having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

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1) WHEREAS:

- A One Sri Tushar Kumar Ray, Son of Sri Promoda Nath Ray was the recorded owner of all that piece of parcel of raiyati vacant land measuring 9.80 (nine point eight zero) acres recorded in Khatian No. 176/5 (ka), comprised in Part of Plot No. 254 measuring 7.15 acres, Plot No. 255 measuring 1.10 acres and Plot No. 258 measuring 1.55 acres; total in three plots measuring 9.80 acres, the land situated at Mouza-Dabgram, Pargana-Baikunthapur, J.L No. 02, Sheet no. 07, S.M.C ward No. 43, P.O & P.S Bhaktinagar, S.R.O Rajganj in the District of Jalpaiguri having sole marketable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever.
- B The above named owner Sri Tushar Kumar Ray expired at his residence leaving behind him five legal heirs; 1) Smt. Bodhurani Winifred Mary Ray (wife), 2) Smt. Robina Indra Ghosh (daughter), 3) Smt. Nila Spiller (daughter), 4) Smt. Sheila Ann Banerji (daughter), 5) Sri Tridib Kumar Ray (son), who inherited their husband's & father's schedule mentioned land having undivided 1/5th share each as per Hindu Succession Act, 1956.
- C. The above named owners Smt. Bodhurani Winifred Mary Ray & others sold out the land measuring 22 Kathas 8 Chhataks or 0.3719 acres, comprised in Plot Nos. 254 & 255, R.S Khatian No. 176/5 (ka), R.S Sheet No. 07, Mouza Dabgram, P.S Bhaktinagar, District Jalpaiguri (through their constituted attorney Sri Amar Banerjee, Son of Late Rai Bahadur Bipul Banerjee of Hakimpara, Dist. Jalpaguri vide two Power of Attorney, dated 20/08/1998 & 13/02/1998, both adjudicated by the Collector, Jalpaiguri) to one Sri Naresh Kumar Agarwal, Son of Late Motilal Agarwal of Pradhan Nagar, Siliguri, vide Sale Deed No. I-1301, dated 28/03/2000, registered at the Office of S.R.O Jalpaiguri, recorded in Book No. I, Being No.1301 for the year of 2000 and he duly mutated his name in the Record of Right vide M/C. No. IX - II / 45 / BLLRO / Raj / 2007 - 08, dated12/07/2007and recorded in survey vide Parcha Khatian No. 201 AND again sold out another piece of land measuring 14 Kathas 9 Chhataks or 0.2407 acres comprised in Plot Nos. 254 & 255, R.S Khatian No. 176/5 (ka), R.S Sheet No. 07, Mouza Dabgram, P.S Bhaktinagar, District Jalpaiguri (through their aforesaid attorney) to one Sri Manoj Kumar Agarwal, Late Motilal

Method



2 WHEREAS:

- A Sri Shankarlal Agarwal, Son of Late Motilal Agarwal was the absolute owner of the above said vacant total land measuring 12 Kathas 05 Chhataks or 0.20351 more or less, recorded in R.S Khatian No. 176/5 (ka) correspondence to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 correspondence to L.R Plot No. 261 (land comprised area measuring 4 Kathas 4 Chhataks) and R.S Plot No. 255 correspondence to L.R Plot No. 261 (land comprised area measuring 8 Kathas 1 Chhatak), Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District-Jalpaiguri.
- B. The above named owner Sri Shankarlal Agarwal sold out the land measuring 12 Kathas 5 Chhataks, recorded in R.S Khatian No. 176 / 5 (ka) correspondence to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 correspondence to L.R Plot No. 261 (land comprised area measuring 4 Kathas 4 Chhataks) and R.S Plot No. 255 correspondence to L.R Plot No.261 (land comprised area measuring 8 Kathas 1 Chhatak), Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District Jalpaiguri to OMSJ Developers LLP vide Sale Deed No.2261 for the year 2018 dated 29/03/2018 registered at the Office of ADSR Bhaktinagar, Dist: Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, pages from 56154 to 56178 and sale deed no. 2411 for the year 2018 dated 05/04/2018 registered at the Office of ADSR Bhaktinagar, Dist: Jalpaiguri, recorded in Book No. I, Volume No. 0711-2018, pages from 59185 to 59211, having sole permanent, heritable and transferable right, title and interest thereon free from all encumbrances and charges whatsoever.

AND WHEREAS the First Party being desirous of constructing a residential/commercial complex on the scheduled land as particularly described in the Schedule A given herein under and being devoid of technical know-how as well as fund, have approached the Second Party to promote a residential complex on the land as more particularly described in Schedule A below which is in physical possession of the First Party.

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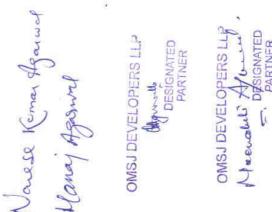
AND WHEREAS the Second Party finding the offer of the First Party reasonable and considering the aforesaid facts accepted the offer of the First Party to promote a residential complex on scheduled land as particularly described in Schedule A herein under along with the adjoining land belonging to the Second Party as more particularly described in Schedule B herein under, subject to certain terms and conditions mentioned in these present.

AND WHEREAS in order to avoid future disputes and differences between the parties 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 AGREEMENT WITNESSETH AS FOLLOWS:-

- THAT the parties hereto have agreed to construct a building by amalgamating their individual plots of land, as particularly described in the Schedule C given herein under, for giving a better shape to the building to be constructed.
- 2. THAT the Second Party will promote the said complex on the plot of land mentioned in the Schedule C given herein under, as per plans, elevations, designs, drawings and specifications approved by the appropriate authority/ies and shall for the identification of the building use appropriate nomenclature of its/their own choice.
- 3. THAT the Second Party will construct multi storied commercial/residential building, the plan prepared for which to be approved by the appropriate authority and the entire cost to be incurred for construction of the same shall be borne by the Second Party including the cost of sewerage, drainage with all fittings, amenities, electric wiring, water connection, generator, lift, intercom, etc. till the final finishing and completion of the entire building to make them habitable for the inmates of the building.
- 4. THAT the Second Party will be exclusively responsible for any accident or incident to be caused during the period of construction and they will be responsible and answerable before court of law for the same. The First Party will not be responsible for the same in anyway.
- THAT the First Party hereby declares that the scheduled land as particularly described in Schedule A herein under is free from all encumbrances, charges, liens, lispendences, acquisition,

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requisitions, claims and demands whatsoever and howsoever. The First Party has paid all statutory outgoings in respect thereof including property taxes and land revenue till the date of this Agreement which have been paid/are payable in full by the Owner.

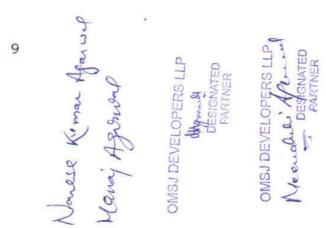
- 6. THAT the First Party has not entered into any agreement with respect to the scheduled land as particularly described in Schedule A herein under with any person whosoever.
- 7. THAT the First Party also declares that there is no impediment whatsoever, which may prevent the Second Party from construction on the schedule land as mentioned in Schedule A herein under.
- 8. THAT in the event the title of the First Party to the land as mentioned in Schedule A herein under is found to be defective or encumbered in any way, then the First Party 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 Second Party to carry on the construction work smoothly.
- 9. THAT out of the total constructed area as mentioned in Schedule-C land, the Third Party shall be exclusively entitled to sell 1/3rd of the total constructed area and realize by way of advance, baina, sale proceeds or sale consideration for which the First Party shall provide Power of Attorney in favour of the Second Party. Such 1/3rd area shall be mutually identified and demarcated by First to Third Parties on approval of the building plan and for the purpose the parties hereto would enter into a supplementary agreement on a Rs.10 (Ten Rupees) non-judicial stamp paper demarcating the said 1/3rd area.
- 10. THAT out of the total realization from sale balance 2/3rd area of commercial/ residential/parking/utility units or other space, the First Party shall be entitled to a share of 55% of the sale proceeds received or receivable from the sale of land and construction done on the total land as mentioned in schedule "C", which shall be construed as payment against the value of land, given for development by the First Party to the Second Party. Balance 45% shall be Developer's share. Total sale proceeds means any collection from customers or property purchasers as reduced by net GST paid by the developer as per GST payment challans produced and

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commission paid if any against sale of property developed on the said land. Nothing else shall be deducted from collection from customers or property purchasers for the purpose of calculating total sale proceeds for distribution to both the parties.

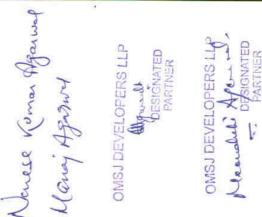
- 11.THAT the Second Party shall make an advance payment of Rs.1,00,00,000.00/- (Rupees One Crore Only) to the First Party at the time of signing of this development agreement.
- 12. THAT 50% of the aforesaid sum of Rs.1, 00, 00,000.00/- (Rupees One Crore) only as paid to the First Party by the Second Party shall be adjusted by the Second Party out of the share of the First Party in total sale proceeds from sale of units in 2/3rd area of the apartment after 6 (six) months from the commencement of construction work of the apartment. In case the 50% amount i.e. Rs.50.00,000.00/-(Rupees Fifty Lakhs) could not be realized within first six months due to share in net realization of First Party not reaching to that extent, in that event the said sum of Rs.50,00,000.00/- (Rupees Fifty Lakhs) only shall be realized after the period of said six months from the sale proceeds of the share of the first party. The balance 50% i.e. Rs.50,00,000.00/- (Rupees Fifty Lakhs) only shall be adjusted from the share of sale proceeds after the completion of the project i.e. on issue of completion certificate by a competent Architect or Engineer. It is clearly understood between the parties hereto that the balance sum of Rs.50,00,000.00/- (Rupees Fifty Lakhs) only shall not be adjusted against the leftover stock of both the parties hereto.
- 13. THAT a separate bank account shall be opened by the second party in the name of OMSJ Developers LLP wherein the sale proceeds / collection from customers related 2/3rd area of the said land shall be deposited. The said bank account shall be maintained for the said specific purpose and for no other purpose. The share of both the parties in their respective ratio i.e. 55% and 45% shall be transferred to their respective bank accounts every week. The condition to pay only in the said specific bank account shall be included in all sale agreement and communication with the customers or property purchaser.
- 14.THAT the First Party shall execute all necessary papers and documents from time to time as may be required by the Second Party for construction and sale of units in the said complex.

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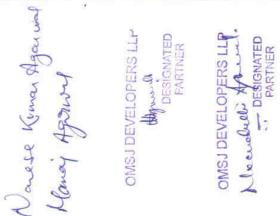
- 15. THAT the First Party shall execute a Power of Attorney in favour of the Second Party for construction of the said complex and to receive advance/baina money and also to execute conveyance/sale deed for units in 1/3rd area of the said complex in favour of the intending purchasers as referred to in clause 10 above.
- 16. THAT the First Party along with the Second Party shall execute the Deed of Conveyance in favour of the intending purchasers, with respect to the units in 2/3rd area of the said complex constructed on the land described in Schedule "C" given hereunder.
- 17. THAT all the cost of transfer of title, i.e., stamp duty, registration fee, etc. shall be borne by the intending purchaser/s.
- 18. THAT the Second Party shall be entitled to have free access to the scheduled land for carrying on construction work of the said complex. The Second Party may also store the building materials as per requirement, keep the guard/Chowkidar or any other staff or may take other security measures. The first party shall allow only construction right to the second party and in no case it should be considered as grant of possession of the land as described in Schedule "A" by the first party to the second party, under the Transfer of Property Act.
- 19. THAT all taxes and dues including that of electricity, telephone, corporation tax, land revenue, payable by the First Party relating to the period prior to the execution of these presents shall be payable by the First Party in respect to the land as particularly described in the Schedule A given herein under.
- 20. THAT the entire corporation tax, land revenue, etc., payable during the construction period shall be paid by the Second Party.
- 21. THAT With regard to completion of Said Project, it has been agreed between the parties that subject to Force Majeure, the Second Party shall construct the Said Project within a period of 30 (thirty) months, i.e. Completion Time, from the Date of Plan Approval. The word 'completion' and its grammatical variants shall mean habitable and tenantable state with water supply, sewage connection, electrical installation and all other facilities / amenities as be required to be provided to make the units ready for use by the Architect or Engineer.

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- 22. THAT both the parties shall bear their respective statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax and/or any other taxes that may arise due to the development of the property. The said taxes shall be borne by the respective parties individually.
- 23. THAT in case of death of the First Party, the respective successors/heirs will remain bound to execute the sale deed in favour of prospective purchaser(s)/buyers to be selected by the Second Party and also remain bound to execute an irrevocable Power of Attorney authorizing the same power in favour of the Second Party.
- 24. THAT the Second Party shall construct the said complex at its own cost and engaging direct labour or through the labour contractors of its choice as per approved plan and the Second Party shall construct the said complex in accordance with the rules and guidelines of Siliguri Municipal Corporation/SJDA and if any violation is made then the Second Party will be solely responsible.
- 25. THAT the First Party will have the right to inspect, verify and supervise the development and the quality of material to be used for construction of the building.
- 26. THAT the First Party will not object or obstruct the construction work. If the construction is stopped or delayed due to the First Party inspite of Second Party's eagerness to complete the construction the First Party shall adequately compensate the Second Party. However, if the Second Party delays the construction without any proper reason inspite of First Party eagerness to complete the construction then the Second Party shall adequately compensate the First Party.
- 27. THAT the Second Party may advertise in the media and/or publish brochures, etc., for sale of flats and parking spaces in the said complex and the cost of the advertisement will be the responsibility of the Second Party.
- 28. That this Development Agreement shall be registered with appropriate authority and the cost of registration shall be borne by the Second Party in full.

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- 29. The First Party shall produce the original set of documents related to land mentioned as per Schedule "A" to the Second Party as and when requested.
- 30. 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.
- 31. THAT if the First Party fails to execute the Deed of Conveyance in favour of the intending purchaser/s, with respect to the scheduled land as particularly described in the Schedule A given herein under, then the Second Party shall be entitled to 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 Party to the Second Party.
- 32. THAT neither party shall be liable to the other party for any delay or omission in the performance of any obligation under this Agreement, where the delay or omission is due to any cause or condition beyond the reasonable control of the party obliged to perform, including but not limited to, strikes or other labour difficulties, acts of God, flood, fire, earth quake, tempest, acts of government, order of restraint by Court, war, riots, embargoes ("Force Majeure"). If Force Majeure prevents or delays the performance by a party of any obligation under this Agreement, then the party claiming Force Majeure shall promptly notify the other party thereof in writing. Except as expressly provided otherwise in this Agreement, the date and time for the performance by any party of any obligation under this Agreement shall be postponed automatically to the extent, and for the period of time, that the party is prevented from doing so by an event of Force Majeure.
- 33. THAT incase 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 referred to the Arbitrators under the provisions of the Arbitration and Conciliation Act, 1996 and the award of the Arbitrators and/or Umpire shall be final and binding on the parties hereto. The Arbitrators will be appointed by both the parties one by each.

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34. THAT in case the dispute cannot be so settled, it shall be referred to the jurisdiction of the Ld. Court/s at Siliguri which shall have jurisdiction to the exclusion of all other Court/s.

SCHEDULE-A

All that piece or parcel of homestead land measuring in 24 Kathas 12 Chhataks more or less, recorded in R.S Khatian No. 176/5 (ka) corresponding to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 corresponding to L.R Plot No. 261 and R.S Plot No. 255 corresponding to L.R Plot No. 261, Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District-Jalpaiguri.

SCHEDULE-B

All that piece or parcel of homestead land measuring in 12 Kathas 05 Chhataks or 0.20351 more or less, recorded in R.S Khatian No. 176/5 (ka) corresponding to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 corresponding to L.R Plot No. 261 (land comprised area measuring 4 Kathas 4 Chhataks) and R.S Plot No. 255 corresponding to L.R Plot No. 261 (land comprised area measuring 8 Kathas 1 Chhatak), Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, within ward No. 43 of S.M.C, District-Jalpaiguri.

SCHEDULE-C

(Description of entire Land)

All that piece or parcel of homestead land measuring in 37 Kathas 01 Chhataks more or less, recorded in R.S. Khatian No. 176/5 (ka) corresponding to L.R Khatian No. 201 & 202, comprised in part of R.S Plot No. 254 corresponding to L.R Plot No. 261 and R.S Plot No. 255 corresponding to L.R Plot No. 261, Sheet No. 07, J.L No. 02, Mouza Dabgram, Pargana Baikunthapur, P.S Bhaktinagar, A.D.S.R. Office Rajganj (presently Bhaktinagar), at Rajpath Road, within ward No. 43 of S.M.C, District-Jalpaiguri. (Present classification and use of land: Bastu; Proposed use of land: Bastu)

The said land is butted and bounded as follows:-

In the North : By sold land of Bodhurani Winifred & Others;

In the South : By Land of Anil Kumar Agarwal;

In the East : By Land of Plot No.373 in R.S. Sheet No. 07;

In the West : By 24 Ft' wide S.M.C Road.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on this AGREEMENT on the day, month and year first above written.

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WITNESSES:

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Silipeni

Varese Kumar Agarwal (SRI NARESH KUMAR AGARWAL)

(SRI MANOJ KUMAR AGARWAL)

OMSJ DEVELOPERS LLP

DESIGNATED PARTNER

OMSJ DEVELOPERS LLI-Meenablu officer DESIGNATED PARTNER

(OMSJ DEVELOPERS LLP)

Drafted by me and prepared in my office and contents read over and explained by me:

Mriguel Clathrel

MRIGENDRA CHATURVEDI Advocate, Siliguri. Enrolment No. WB-413-1991

MEMO OF CONSIDERATION

The First Party hereby Received Rs. 1, 00, 00,000/- (Rupees One Crore) only as follows:

- Rs. 25, 00,000/- (Rupees Twenty Five Lakhs) only, Cheque No. 000008, HDFC Bank, Sevoke Road Branch, dated 23.03.2018. (in the name of Naresh Kumar Agarwal)
- 2) Rs. 25, 00,000/- (Rupees Twenty Five Lakhs) only, Cheque No. 000009, HDFC Bank, Sevoke Road Branch, dated 23.03.2018. (in the name of Manoj Agarwal)
- 3) Rs. 25, 00,000/- (Rupees Twenty Five Lakhs) only, Cheque No. 000013, HDFC Bank, Sevoke Road Branch, dated 08.04.2018. (in the name of Naresh Kumar Agarwal)
- 4) Rs. 25, 00,000/- (Rupees Twenty Five Lakhs) only, Cheque No. 000014, HDFC Bank, Sevoke Road Branch, dated 08.04.2018. (in the name of Manoj Agarwal)

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LAND OWNERS

1. NARESH KUMAR AGARWAL

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2. MANOJ AGARWAL

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SIGNATURE

DEVELOPER

FOR OMSJ DEVELOPERS LLP

1. OM PRAKASH AGARWAL

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PARTNER

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2. MEENAKSHI AGARWAL

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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 07110000559018/2018

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri NARESH KUMAR AGARWAL PRADHAN NAGAR, P.O:- PRADHAN NAGAR, P.S:- Pradhan Nagar, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734003	Land Lord			Navese Kuma Agan wol
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri MANOJ AGARWAL GREEN VIEW APARTMENT, UPPER BHANUNAGAR, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001	Land Lord			Many Aguror
SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Shri OM PRAKASH AGARWAL SHIV MANDIR ROAD, PUNJABIPARA, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734001	Represent ative of Land Lord [OMSJ*] DEVELOP ERS LLP] [OMSJ DEVELOP ERS LLP]			Algorist.

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
4	Smt MEENAKSHI AGARWAL ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734001	Represent ative of Land Lord [OMSJ DEVELOP ERS LLP] ,[OMSJ DEVELOP ERS LLP]			Meenduh Hound
SI No.	Name and Address of	identifier	Identifi	er of	Signature with date
1	Shri RAJESH KUMAR DEY Son of Late GANESH CHANDRA DEY SRABAN NAGAR, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001		Shri NARESH KUMAR A MANOJ AGARWAL, Sh AGARWAL, Smt MEEN	ri OM PRAKASH	Parish Keman Re

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

च्याई लेखा संख्या /PERMANENT ACCOUNT NUMBER
ACIPA1621R



THE NAME . NARESH KUMAR AGARWAL



MOTILAL AGARWAL

जन्म तिथि /DATE OF BIRTH 03-01-1964

FRILLY ISIGNATURE

- Would King House

EL.

आयकर आयुक्त, प.र्श.-॥ COMMISSIONER OF INCOME-TAX, W.B. - ॥

Nanese Kuman Aganin op

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / यायस कर वें सहायक आयकर आयुक्त, पी-7, चौरंगी स्क्वायर, कलकक्ता - 700 068.

In case this card is lost/found, kindly inform/return to the issuing authority: Assistant Commissioner of Income-tax,

P-7, Chowringhee Square, Calcutta- 700 069.

PERMAHENT ACCOUNT NUMBER
ACLPA2405Ni
HIN MANU AGARWAL
RITH WHITE FATHER'S NAME
MOTILAL AGARWAL

जन्म तिथि /DATE OF BIRTH

11-11-1972

SHITTANDIE FRITTE

Manoj Agwiwal

EL Tors

COMMISSIONER OF INCOME TAX. W.B. - II.

Honey Agaswel

इस कार्ड के जो / मिल जाने पर कृत्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें सहायक आवकर आयुक्त, पी-7, चीरंगी क्वायस, कलकत्ता - 700 069, In case this card is lest/found kindly inform/return to the issuing authority: Assistant Commissioner, of Income-tax, P-7, Chowringhee Square, Calcutta-700 069.



Meenaluh Africa



XEQ2125896



· নিৰ্বাচকের নাম : ৩ম প্ৰকাশ আগরওয়াল Elector's Name • Om Frakash Agarwal

শিকার নাম

় প্রন হল আগরওয়াল

Father's Name

Puran Chandra Agarwal

Pay/Sex

: %/M

জন্ম তারিব

Date of Bigth : 07/08/1957

XB02125896

নিবা যদিব বোড, শাঞ্জাবী পাড়া, শিশিতড়ি মিউঃ কপোঁঃ, শিশিতড়ি, দাখিলিং-734001

Address: SHIB MANDIR ROAD, PANJABI PARA SILIGURI (M CORP.), SILIGURI DARJEELING 734001

Date: 12/01/2017

26 - শিক্ষাক দিবাল ক্ষেত্ৰৰ দিবালৰ দিবছৰ আবৈলায়কৈ ৰাজ্যত্ত্ব অনুসৰি Facsimile Signature of the Electoral Registration Officer for

26 - Siliguri Constituency

তিকান প্ৰিকাঠন হলে সমুদ্য টিকানায় বোটার দিয়ে সম বোলা ও একই স্বত্তে লাচুন সচিত্র পরিচাপেত্র পাওতাহ ছালা নিনিটি কর্মে এই পরিচাপেত্রের নহবাট উল্লেখ করুল

In case of charge in address mention this Card No.
in the relevant Form for including your name in the
roll at the changed address and to obtain the card
with same number 68 #850



ভারতের নির্বাচন কমিশন ELECTION COMMISSION OF INDIA

XEQ1809268



মিনাকী আগরওয়াল নিৰ্বাচকের নাম

Elector's Name : Meenakshi Agarwal

ত্বাহীর নাম : সুজিত কুমার

PM/Sex : WF

खन अधिन Date of Birth : 20/09/1979

XEQ1809268

পিত মানিত জোচ, বিশিষ্টাই মিটাই কর্পেচ, বিলিছারি, নাম্মানিচ: 734001

Address:

SHIB MANDIR ROAD, SILIGURI (M CORP.), SILIGURI, DARJEELING-734001

Dite: 25/11/2018

26-বিভিন্নত্তি বিভালে কেন্তের নির্বাচন নিবছন আধিকানিকের

Facsimile Signature of the Electoral Registration Officer for

26-Siliguri Constituency

does referred the region thanks that he cam a cost when a par that offeres restee that he cam a cost when apar that offeres result was first than even in case of change in address mention this Card No. In the reference Form for including your name in the wall at the changed address and to obtain the card with some name.

Major Information of the Deed

eed No:	I-0711-02491/2018	Date of Registration	09/04/2018			
Query No / Year	0711-0000559018/2018	Office where deed is registered				
Query Date	05/04/2018 3:01:35 PM	A.D.S.R. BHAKTINAGA	R, District: Jalpaiguri			
Applicant Name, Address & Other Details	DEBASISH CHAKRABORTY SILIGURI,Thana: Siliguri, Distric No.: 7478682411, Status: Advoc		., PIN - 734001, Mobile			
Transaction		Additional Transaction				
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]				
Set Forth value		Market Value				
Rs. 3,86,65,898/-		Rs. 3,86,65,898/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 75,021/- (Article:48(g))		Rs. 1,00,021/- (Article:E, E, E, B)				
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urba			

Land Details:

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Rajpath Road, Mouza: Dabgram Sheet No - 7

Sch	Plot	Khatian Number	Land	The state of the state of	Area of Land		Market Value (In Rs.)	Other Details
L1	RS-254	RS-176/5	Bastu	Bastu	18 Katha 8 Chatak 22.5 Sq Ft	1,93,32,949/-	1,93,32,949/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
L2	RS-255	RS-176/5	Bastu	Bastu	18 Katha 8 Chatak 22.5 Sq Ft	1,93,32,949/-	1,93,32,949/-	Width of Approach Road: 24 Ft., Adjacent to Metal Road,
		TOTAL:			61.1531Dec	386,65,898 /-	386,65,898 /-	
	Grand	Total:			61.1531Dec	386,65,898 /-	386,65,898 /-	

Land Lord Details:

SI Name, Address, Photo, Finger print and Signature

1 Shri NARESH KUMAR AGARWAL (Presentant)
Son of Late MOTILAL AGARWAL PRADHAN NAGAR, P.O:- PRADHAN NAGAR, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACIPA1621R, Status: Individual, Executed by: Self, Date of Execution: 08/04/2018, Admitted by: Self, Date of Admission: 08/04/2018, Place: Pvt. Residence

nri MANOJ AGARWAL on of Late MOTILAL AGARWAL GREEN VIEW APARTMENT, UPPER BHANUNAGAR, P.O:- SEVOKE ROAD, P.S.- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No .:: ACLPA2405N, Status :Individual, Executed by: Self, Date of Execution: 08/04/2018 Admitted by: Self, Date of Admission: 08/04/2018 ,Place: Pvt. Residence, Executed by: Self, Date of Execution: 08/04/2018 , Admitted by: Self, Date of Admission: 08/04/2018 ,Place: Pvt. Residence OMSJ DEVELOPERS LLP ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: AAFFO5354E, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
1.	OMSJ DEVELOPERS LLP ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: AAFFO5354E, Status: Organization, Executed by: Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature
1	Shri OM PRAKASH AGARWAL Son of Late PURAN CHAND AGARWAL SHIV MANDIR ROAD, PUNJABIPARA, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of: OMSJ DEVELOPERS LLP (as PARTNER), OMSJ DEVELOPERS LLP (as PARTNER)
2	Smt MEENAKSHI AGARWAL Wife of Shri SUJIT KUMAR AGARWAL ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Status: Representative, Representative of: OMSJ DEVELOPERS LLP (as PARTNER), OMSJ DEVELOPERS LLP (as PARTNER)

Name & address	
Shri RAJESH KUMAR DEY Son of Late GANESH CHANDRA DEY SRABAN NAGAR, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri M 734001, Sex: Male, By Caste: Hindu, Occupation: Others, Citizen of: II AGARWAL, Shri MANOJ AGARWAL, Shri OM PRAKASH AGARWAL	nd清, , Identifier Of Shri NARESH KUMAR

ransfer of property for L1		
SI.No	From	To. with area (Name-Area)
1	Shri NARESH KUMAR AGARWAL	OMSJ DEVELOPERS LLP-10.1922 Dec
2	Shri MANOJ AGARWAL	OMSJ DEVELOPERS LLP-10.1922 Dec
3	OMSJ DEVELOPERS	OMSJ DEVELOPERS LLP-10.1922 Dec
Trans	fer of property for L2	
SI.No	From	To. with area (Name-Area)
1	Shri NARESH KUMAR AGARWAL	OMSJ DEVELOPERS LLP-10.1922 Dec
2	Shri MANOJ AGARWAL	OMSJ DEVELOPERS LLP-10.1922 Dec
3	OMSJ DEVELOPERS	OMSJ DEVELOPERS LLP-10.1922 Dec

Endorsement For Deed Number: I - 071102491 / 2018

On 05-04-2018

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 3,86,65,898/-

Jells

Tapash Kanti Ghosh
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

On 08-04-2018

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

Presented for registration at 21:00 hrs on 08-04-2018, at the Private residence by Shri NARESH KUMAR AGARWAL, one of the Executants.

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

Execution is admitted on 08/04/2018 by 1. Shri NARESH KUMAR AGARWAL, Son of Late MOTILAL AGARWAL, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 2. Shri MANOJ AGARWAL, Son of Late MOTILAL AGARWAL, GREEN VIEW APARTMENT, UPPER BHANUNAGAR, P.O: SEVOKE ROAD, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

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

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

Execution is admitted on 08-04-2018 by Shri OM PRAKASH AGARWAL, PARTNER, OMSJ DEVELOPERS LLP (LLP), ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001; PARTNER, OMSJ DEVELOPERS LLP (LLP), ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

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

Execution is admitted on 08-04-2018 by Smt MEENAKSHI AGARWAL, PARTNER, OMSJ DEVELOPERS LLP (LLP), ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN -734001; PARTNER, OMSJ DEVELOPERS LLP (LLP), ASHRAMPARA, SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

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

Jelos

Tapash Kanti Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

On 09-04-2018

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.

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

and Registration Fees paid by Cash Rs 0/-, by online = Rs 1,00,021/-Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2018 1:05PM with Govt. Ref. No: 192018190215332741 on 08-04-2018, Amount Rs: 1,00,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF5317776 on 08-04-2018, Head of Account 0030-03-104-001-

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 149, Amount: Rs.5,000/-, Date of Purchase: 06/04/2018, Vendor name: Rita

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2018 1:05PM with Govt. Ref. No: 192018190215332741 on 08-04-2018, Amount Rs: 70,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. CKF5317776 on 08-04-2018, Head of Account 0030-02-103-003-02

Tapash Kanti Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR Jalpaiguri, West Bengal

rtificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2018, Page from 61255 to 61283 being No 071102491 for the year 2018.



Jelis

Digitally signed by TAPASH KANTI GHOSH

Date: 2018.04.10 11:46:04 +05:30 Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 10-04-2018 11:45:35 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.

(This document is digitally signed.)