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04/09/2020
 11:00 AM
 9(2) 941447/2020

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AC 306417

Darjeeling Real Estate Agents & Developers
 Anceith (Gour Aggarwal)
 Partner

DEED OF DEVELOPMENT AGREEMENT

This indenture is made on this the 04th day of September, Two Thousand Twenty., at Siliguri.



:- BETWEEN :-

Certified that the Document is duly registered and the Signature Sheet, the Endorsement Sheet attached to this Document are part of this Document.

[Signature]
 Addl. District Sub-Registrar
 Banktinnagar, Jalpaiguri

Contd.....P/2

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NON JUDICIAL STAMP

No. 257 Date 28.1.2020

Amendment Deed with Agreement & Deed

Value Rs. not

Rs. not

Govt. Stamp Vendor
Bagdogra
Lic. No. 546/RM
07 / Darjeeling



Add. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

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Darjeeling Real Estate Agents & Developers
Nisith Kumar Agarwal
Partner

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SMT. SHYAMA DEVI AGARWAL, [I.T. PAN: **ACRPA8318G**],[**AADHAR NO:888286589739**] Wife of Late Bhimraj Agarwala, Hindu by faith, Indian by nationality, Business by Occupation, resident of "Shyama Kunj", Punjabi para, Siliguri, within Ward No.40 of Siliguri Municipal Corporation, P.O. Haider para, P.S. Bhaktinagar, District- Jalpaiguri, in the State of West Bengal - hereinafter called the "**OWNER/FIRST PARTY**" (which term or expression shall mean and include, unless excluded by or repugnant to the context her heirs, successors, executors, administrators, legal representatives and assigns) of the **ONE PART**.

A N D

M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, [I.T. PAN: **AAJFD0844L**], a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**, [I.T. PAN: **ACCPA8183G**], [**AADHAR NO:491309222381**], Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, in the State of West Bengal - hereinafter called the **DEVELOPER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its executors, successors in office, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS one SMT. BAKUL BHOWMIK (since deceased), wife of Tapan Bhowmick, of Hakim para Siliguri became the absolute owner in khas possession of all that 6 Kathas or 0.10 Acre of land within Mouza Dabgram, Pargana Baikunthapur, recorded in R.S. Khatian No.375 being part of Plot Nos.338/710, 338, 649, 242, 245, 251, 286, 287, 322, 174, **220**, 330, 646, 580, 582/1020, 687, 331/701, 338/771, 233, in Sheet No.12, under P.S. Rajganj (now Bhaktinagar), Dist. Jalpaiguri, by virtue of purchase from Sri Phanindra Nath Talukdar & Sri Amalesh Chandra Talukdar, both are sons of Late Harendra Kumar Talukdar, i.e. the erstwhile owner in possession of the land, through a registered Deed of Conveyance being document No.1-5767 for the year 1977 registered at the office of the Addl. Dist. Sub-Registrar, Jalpaiguri dated 08.07.1977.

AND WHEREAS thereafter the above named SMT. BAKUL BHOWMICK (since deceased) further purchased all that 2 Kathas or about 0.03 Acre of land adjacent to her above purchased land within Mouza Dabgram, Pargana Baikunthapur, recorded in R.S. Khatian No.375 being part of Plot Nos.338/710, 338, 649, 242, 245, 251, 286, 287, 322, 174, **220**, 330, 646, 580, 582/1020, 687, 331/701, 338/771, 233, in Sheet No.12, under P.S. Rajganj (now Bhaktinagar), Dist. Jalpaiguri from said Sri Phanindra Nath Talukdar & Sri Amalesh Chandra Talukdar through a registered Deed of Conveyance being document No.1-8247 for the year 1978 registered at the office of the Dist. Sub-Registrar, Jalpaiguri dated 20.10.1978.





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Carjeeling Real Estate Agents & Developers

Shivith Kaur Aggarwal

Partner

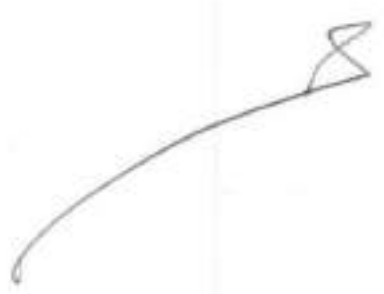
AND WHEREAS by Virtue of aforesaid two registered Deeds the above named SMT. BAKUL BHOWMICK (since deceased) became the absolute owner in possession of all that 8 Kathas or around 0.13 Acre of land within Mouza Dabgram, under P.S. Rajganj (now Bhaktinagar), District Jalpaiguri with permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever. It is mentioned here that thereafter said Smt. Bakul Bhowmik (since deceased) being such absolute owner of the aforesaid land had sold and transferred all that 3 Katha 14 Chhattak 18 Sq.ft of land out of her aforesaid land measuring 8 Kathas or 0.13 Acre unto and in favour of SMT, SHYAMA DEVI AGARWAL, (i.e. the Owner/First Party hereto referred above) Wife of Bhimraj Agarwal, of Punjabi para, Siliguri through a registered Deed of Conveyance being document No.1-4985 for the year 2010 executed on 09.01.2007 and finally registered on 05.10.2010 at the office of the Addl. Dist. Sub-Registrar, Rajganj, Dist. Jalpaiguri.

AND WHEREAS said Smt. Shyama Devi Agarwal, (i.e. the Owner/First Party hereto referred above) has further acquired the absolute ownership of all that adjacent land measuring 0.0293 Acre in R.S. Plot No.220, corresponding to L.R Plot No 21, within Mouza Dabgram, R.S Sheet No, 12, corresponding to L.R. Sheet no 63, Pargana Baikunthapur, J.L. No.02, Touzi No.91, under P.S. Bhaktinagar, Dist, Jalpaiguri, through a Deed of Gift being document No, 1-1415 for the year 2018 registered at the office of the District Sub-Registrar-Jalpaiguri. And in the aforesaid manner said Smt. Shyama Devi Agarwal (i.e. the Owner/First Party hereto referred above) has become the absolute owner in possession of all that altogether 0.0645 Acre + 0.0293 Acre = **0.0938 Acre or about 5.685 Katha** of land as particularly described in the Schedule below and subsequently Owner/First Party has also duly mutated and recorded her name at the concerned B.L.&R.O. office and accordingly L.R. Khatian Nos. 500 & 508 have been opened in the name of Owner/First Party hereof by the said authority.

AND WHEREAS

- A) The Owner/First Party above named being desirous of constructing a multistoried building consisting several numbers of units i.e. shop rooms, office premises, residential Flats etc. on ownership basis on the aforesaid entire land measuring 0.0938 Acre or about 5.685 Katha, as described in the Schedule herein below, but not being in a position to put her contemplation and scheme into action due to shortage of fund and lack of experience, was in search of a developer who could construct the multistoried building in the said plot of land and accordingly the First Party hereto has approached and proposed the Second Party hereof to develop her aforesaid landed property as per sanctioned building plan of the appropriate authorities. The Developer/Second Party herein being a partnership firm engaged in construction business, has agreed to develop and to construct a multistoried building on the aforesaid land and has agreed on the terms and conditions stated hereunder.





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Xizith Kumar Agarwal
Parting

- B) The said premises i.e. the land measuring **0.0938 Acre or about 5.685 Katha** as described in the Schedule herein below is free from all encumbrance, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- C) That the Owner has agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, architects/ engineers as per requirement, for the development of the premises as per its own choice and discretion.

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

ARTICLE-I-DEFENITIONS:

In this Agreement, unless otherwise specifically mentioned.

- 1.1 The Owner shall mean the above named SMT. SHYAMA DEVI AGARWAL, Wife of Late Bhimraj Agarwal, the aforesaid person not only as owner but also as having whatsoever right, title or interest that she may have or have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the Schedule hereunder written and also her heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said DARJEELING REAL ESTATE AGENTS & DEVELOPERS, and its successor or successors in office, executors and administrators and assigns including its partners at all material times.
- 1.3 Premises shall mean all that piece and parcel of the land measuring about 0.0938 Acre or about 5.685 Katha more fully and particularly described in the Schedule hereunder written.
- 1.4 Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the Siliguri Municipal Corporation.
- 1.5 Unit shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building or buildings to be constructed at the said premises.
- 1.6 Carpet area shall mean net useable floor of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.





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Nisith Kumar Haldar
Partner

- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the Building to be constructed at the said premises.
- 1.8 That the plan shall be the plan or plans, elevation, designs, drawings and specifications of the building or buildings as shall be sanctioned by the concerned appropriate authority including modifications or variations thereof which may be made from time to time.
- 1.9 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 therefore.

1.10 OWNER'S ALLOCATION

The allocation to the First Party/ Owner shall be:

On completion of the proposed multistoried building in the aforesaid premises the Developer/Second Party shall provide to the Owner/First Party One residential Flat having carpet area measuring 1106 Sq.Ft. each (equivalent to 1838 Sq.Ft. super built up area), being Flat Nos. B-4, in the Sixth Floor and shall also provide 1 (one) Car Parking Space at the ground floor common parking space under this agreement on execution of these presents.

1.11 DEVELOPER'S ALLOCATION:

All that other remaining saleable and useable portion of the said proposed multi storied building/s including the flats, car parking spaces/garages, shops, office premises, servant's quarter etc. in the building to be constructed in the aforesaid premises by the Developer according to the sanctioned building plan of Siliguri Municipal Corporation, together with undivided proportionate share of the land.

- 1.12 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to purchasers thereof although the same may not amount to a transfer in law.
- 1.13 Transferee shall mean a person, persons, firm, limited company, association or persons to whom any space and/or unit in the building to be constructed at the said premises has been transferred.



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Debdip Dutta
Advocate, Singur
Debdip Dutta

- 1.14 Word importing singular shall include plural and vice versa.
- 1.15 Word importing gender shall include all the other genders, i.e. masculine, feminine and neutral gender.

ARTICLE-II COMMENCEMENT

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

ARTICLE -III OWNER'S RIGHT AND REPRESENTATIONS:

- 3.1 The owner is absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the Schedule hereunder written.
- 3.2 Excepting the owner, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof as mentioned in the Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- 3.4 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owner or any person claiming under them.
- 3.5 That the Owner shall hand over the physical possession of the aforesaid premises in favour of the Developer immediately after execution of these presents.

ARTICLE IV- DEVELOPER'S RIGHT.

- 4.1 The Owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said premises in accordance with the sanctioned plan or with any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the owner and/or the Developer (through duly





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Sixith Kumar Agmon
Partner

authorized representative in that behalf) and submitted by the Developer at the Developers' own costs and expenses for sanction.

ARTICLE V- CONSIDERATION

5. In consideration of the owner allowing the Developer to develop the said premises the Developer shall allocate owner as mentioned in clause No. 1.10 under Article -I, Definition hereinabove.

ARTICLE VI- PROCEDURE

6. The land owner shall grant a Power of Attorney in favour of DARJEELING REAL ESTATE AGENTS & DEVELOPERS or in favour of any of its partner/nominee for obtaining necessary permission and/or sanction from different authorities in connection with the development of the new building/s at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory authorities and for all other matter concerning or related to the project or development including the power to dispose of the Developer's Allocation entirely and the said Power of Attorney shall remain in force until completion of the project and sale out of the entire Developer's Allocation finally. The said power or powers of attorney shall form an integral part of this agreement and remain inforce during the subsistence of this agreement.

ARTICLE -VII- BUILDING.

- 7.1 The Developer shall at its own costs, construct erect and complete the new building/s at the said premises in accordance with the sanctioned building plan with good and standard materials as may be specified by the Architects. The new building/s shall be of multi storied building type and having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the appropriate authority.
- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building at its own costs, pumps, tube well, water storage tanks and provide other facilities as are required to be provided in a multi storied



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building in and around Siliguri having self contained units for sale of constructed area therein on ownership basis and as mutually agreed to.

- 7.4 The Developer shall be authorized in the name of the owner so far as is necessary, to apply for and obtain for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new buildings and other inputs and facilities required for the construction and enjoyment of the building for which purpose all costs charges and expenses therefore shall be borne and met by the Developer.
- 7.5 All costs, charges and expenses, including architects, fees during the construction of the building at the said premises shall be borne by the Developer and the Owner shall bear no responsibility in this context, provided that the owner shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

ARTICLE VIII- COMMON FACILITIES

8. The Developer shall pay and bear all Municipal Corporation taxes, Khajna, insurance premiums and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of hand over of vacant possession by the owner to the Developer till the date of selling out of the entire saleable area of the building and then the transferee/s shall bear such taxes, fees, etc. in respect of their respective proportion only.

ARTICLE- IX - COMMON RESTRICTIONS

- 9.1 The Owner/Developer shall not use or permit to use in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- 9.2 Neither party shall demolish nor permit demolition of any wall or other structure in the newly constructed building or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.
- 9.3 Both the parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violating and/or breach of any of the said laws, bye-laws, rules and regulations.





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Darjeeling Real Estate Agents & Developers

Abhishek Kumar Aggarwal
Partner

- 9.4 The respective allottees /transferees including the Owner shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any part thereof and shall keep each other occupiers of the said building indemnified from and against the consequences of any breach.
- 9.5 The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new buildings or buildings or any part thereof and shall keep each other and other occupiers of the building harmless and indemnified from and against the consequences of any breach.
- 9.6 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in corridors or other places for the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building and in case any such hindrance is caused, the Developer or the owner, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.7 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.

ARTICLE X- OWNER'S OBLIGATIONS

- 10.1 The owner hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.2 The owner hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the newly constructed building.
- 10.3 That the owner shall at the request of the Developer, if required at any material time, execute the Deed(s) of Conveyance in favour of the prospective buyer/s together with proportionate share and rights in land, common space and passage, stair case, roof etc. as and when asked by the Developer to do so with respect to Developer's allocation as agreed herein above.





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Darjeeling Real Estate Agents & Developers
Nisith Kumar Sengupta
Partner

- 10.4 It is distinctly understood by and between the parties hereto that while executing and registering the Deed(s) of Conveyance in favour of the prospective buyers out of the Developer's allocation as stated above the Owner shall not claim or accept any consideration whatsoever.
- 10.5 It is covenanted that the Developer shall not be liable for payment of cost and expenses for electricity installation as may be charged upon by the W.B.S.E.D.C.L in the entire Owner's allocation as agreed upon in this present agreement.
- 10.6 The owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises.
- 10.7 The owner hereby agree and covenant with the Developer not to let out, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

ARTICLE - XI - DEVELOPER'S OBLIGATIONS

11. The Developer hereby agree and covenants with the owner to complete the construction of the new building at the said premises in terms of the sanctioned plan/s within **36 (Thirty Six)** months from the date of sanction of building plan. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part or the Developer in the course of construction.

ARTICLE - XII- OWNER'S INDEMNITY

- 12.1 The owner hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfils all the terms and conditions herein contained and on its part to be observed and performed.
- 12.2 The owner hereby undertake to keep the Developer indemnified against all **THIRD PARTY** claims and actions in respect of the aforesaid premises during the course of construction of the said proposed building.






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Nisith Kumar Aggarwal
Partner

ARTICLE XIII- DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertakes to keep the owner indemnified against all THIRD PARTY claims and actions arising out of any sort of act or omission of the Developer in or relation to or arising out of the construction of the said building at the said premises.
- 13.2 The Developer hereby undertakes to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

ARTICLE XIV- MISCELLANEOUS

- 14.1 The owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owner in any manner nor shall the parties hereto constitute as an association of persons.
- 14.2 That it is agreed and understood by the Owner that in near if the Developer decide to construct a larger in size multi storied building upon the said land by amalgamating few more adjoining plots of the said land as described in the Schedule herein below in that event the Owner shall be under compulsion to sign and execute the necessary Deed of Amalgamation of land or any other instrument as the case may be required for the purpose on request of the Developer. It is furthermore understood by the Owner that in the event of amalgamation of adjoining land for the purpose of constructing a larger in size multi storied building as discussed herein above there shall not be in any circumstances any change in the Owner's allocation as described in clause No. 1.10 under Article -I, Definition hereinabove.
- 14.3 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the owner and various applications and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been made herein and the owner hereby undertakes to do all such acts, deeds, and things that may be reasonably required to be done in the matter and the owner shall execute any such additional power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds,



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maters and things do not in any way infringe the right to the owner and/or go against the spirit of this agreement.


- 14.4 The Developer shall frame scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owner hereby agree to abide by all the Rules and Regulations of such Management/Society/Associations/Holding Organization and hereby give their consent to abide by the same.
- 14.5 As and from the date of completion of the new building, the Owner, Developer and/or its transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 14.6 The Developer at its own risk and responsibility may obtain financial assistance/loan from any bank, financial institution or even from individuals for raising funds in order to complete the said project but on no circumstances the Owner will be held liable for repayment of such loan or any part of interest thereof.
- 14.7 That the Owner, Developer and its transferees shall have the common rights in all stair cases, passages, roof etc. of the building and each one shall be entitled to use and utilize the same without causing any disturbance to others.
- 14.8 The Developer shall decide the name of the new building complex to be constructed on the said premises.
- 14.9 That all income tax liability in connection with construction of the aforesaid building and profit arising from the sale of Developer's share in the said building shall be borne by the Developer. The Developer shall pay all GST during construction and purchase of building materials for the said proposed entire building and further during the sale of Developer's allocation the Developer shall collect the GST from the prospective purchasers and pay the same to the concerned appropriate authority. The Owner/First Party liability to pay Income Tax & GST is strictly restricted to their share of allocation respectively.

20/05/2024

Darjeeling Real Estate Agents & Developers
Elisith Kumar Aggarwal
 Partner






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Darjeeling Real Estate Agents & Developers
 Partner
 Nishith Kumar Agard

ARTICLE X - FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.
- 15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVI- ARBITRATION

16. In case if any dispute, difference or question arising between the parties hereto with regards to this agreement, the same shall be referred to arbitration under the provisions of the Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

**THE SCHEDULE ABOVE REFERRED TO
DESCRIPTION OF THE ENTIRE AFORESAID PREMISES.**

All that piece or parcel of altogether land measuring about **0.0938 Acre or 5.685 Katha** being part of R.S. Plot No.220, corresponding to L. R. Plot Nos. 17 & 21 in Sheet No.12 (R.S.); 63(L.R.), within Mouza Dabgram, Pargana Baikunthapur, recorded in L.R. Khatian Nos. 500 & 508, corresponding to R.S. Khatian No.375, J.L. No.02 Touzi No.91, within Ward No. XL of Siliguri Municipal Corporation, under the jurisdiction of P.S. Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:

- NORTH : Land of Pradip Chowdhury and sold land of Dharam Paul Mittal;
- SOUTH : Land of Sri Bishnu Pradhan; then Haiderpara main road 30ft
- EAST : Land of Debraj Bhowmick & others;
- WEST : Land of Shyama devi Agarwal & Others.





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

WITNESSES

1. Jagmoohan Poddar.

JAGMOHAN PODDAR

S/o Sri Rohit Poddar

Millanpally, Siliguri

P.O. & P.S. Siliguri

District: Darjeeling

श्यामा कुंज देवी मज्ज काल

(OWNER)

2. Sarvesh Agarwal

Sarvesh Agarwal

S/o Sri Nisith Kumar Agarwal

Shyama Kunj, Punjabipara

P.O. – Haiderpara

P.S. – Bhaktinagar

District: Jalpaiguri

Darjeeling Real Estate Agents & Developers
Nisith Kumar Agarwal
Partner

(DEVELOPER)

Drafted by me as per instructions, printed in my office and I read over and explained the contents of this agreement to the parties.

Debdip Dutta 04/09/2020
Advocate, Siliguri

[DEBDIP DUTTA]
Advocate, Siliguri
Enrol. No. WB/762/2003



Handwritten signature

Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

04 SEP 2020

FINGER PRINTS OF : SMT SHYAMA DEVI AGARWAL



श्यामा देवी अग्रवाल

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

श्यामा देवी अग्रवाल

श्यामा देवी अग्रवाल
SIGNATURE

FINGER PRINTS OF : SRI NISITH KUMAR AGARWAL



Darjeeling Real Estate Agents & Developers

Nisith Kumar Agarwal
Partner

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

Darjeeling Real Estate Agents & Developers

Nisith Kumar Agarwal
SIGNATURE
Partner



Addl. Dist Sub-Registrar
Bhakti Nagar, Dist. Jalpaiguri

04 SEP 2020



✓ श्यामा देवी अग्रवाल





કચ્છ: ગણતંત્ર
Government of India

જન્મ નામ: શ્યામા
SHYAMA DEVI ACAPURVAL
શ્રી : શ્રીમતી શ્યામા
Husband: BHIRUPAL ACAPURVAL
જન્મ તારીખ / DOB: 26/08/1950
લિંગ: / Female

8882 8658 9739



✓ શ્યામા દેવી અચારવ



एनयूआई - भारत - विश्व का पहला पहचान प्रणाली

Unique Identification Authority of India

Address: Shyama Kumari WING 40, PRANAMI
MANOR ROAD, SILIGURI,
West Bengal, 734001
Address: MANOR ROAD, SILIGURI,
Siliguri (M Corp.), Sivoka Road,
Jalpaiguri, West Bengal, 734001



8882 8658 9739

1800 300 1943

helpline@uidai.gov.in

www.uidai.gov.in



Darjeeling Real Estate Agents & Developers
Nisith Kumar Sengupta
Partner



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NISITH KUMAR AGARWAL
BHIM RAJ AGARWAL

12/01/1972
Permanent Account Number
ACCPA8183G

Nisith Kumar Agarwal
Signature

Nisith Kumar Agarwal





0120-114414

Government of India

सिवा कुमार अग्रवाल

Nishu Kumar Agarwal

पति : शिवराज अग्रवाल

Father : BHIMRAJ AGARWAL

पिता / माता

DOB : 12/01/1972



4913 0922 2381

Nishu Kumar Agarwal



UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Unique Identification Authority of India

भारत

पिन कोड ७३१० ३३१६
१०, ३३वां वार्ड
प्राणमि स्कूल रोड
सिलिगुरी (कोशी)
बंगाल, ७३१०३३

Address:

shyam kury ward number 10,
PRAANMI school road last,
SILIGURI, Siliguri (M Corp.)
Sevoke Road, Jalpaiguri, West
Bengal, 734001



1800 300 1947

www.uidai.gov.in

4913 0922 2381

www.uidai.gov.in



Jagmohan Poddar

A handwritten signature of Jagmohan Poddar is written in black ink, slanted upwards to the right.





Major Information of the Deed




Deed No :	I-0711-03406/2020	Date of Registration	04/09/2020
Query No / Year	0711-2000941447/2020	Office where deed is registered	
Query Date	12/08/2020 1:17:29 PM	0711-2000941447/2020	
Applicant Name, Address & Other Details	Debdip Dutta Nazrul Sarani, Opposite Akash Nursing Home, Ashrampara, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8927368550. Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
	Rs. 1,19,38,179/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

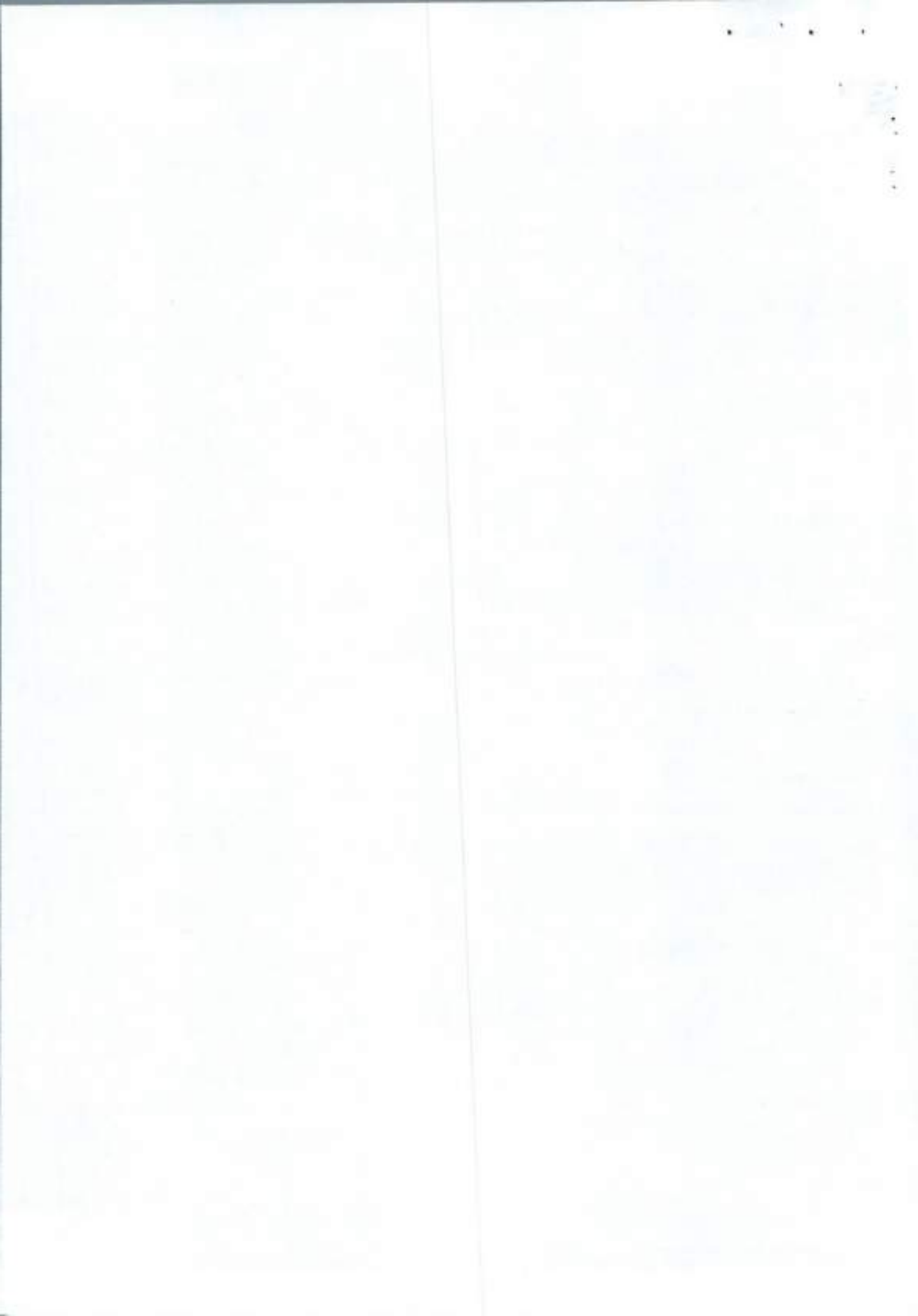
Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Hydarpara Main Road, Mouza: Dabgram
Sheet No - 12, JI No: 2, Pin Code : 734006

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-220	RS-375	Bastu	Bastu	0.0938 Acre		1,19,38,179/-	Width of Approach Road: 30 Ft.,
Grand Total :					9.38Dec	0/-	119,38,179 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Shyamadevi Agarwal (Presentant) Wife of Mr Bhimraj Agarwal Executed by: Self, Date of Execution: 04/09/2020 , Admitted by: Self, Date of Admission: 04/09/2020 ,Place : Office			
	Shyamakunj, Punjabipara, P.O:- Haiderpara, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734006 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx8G, Aadhaar No: 88xxxxxxxx9739, Status :Individual, Executed by: Self, Date of Execution: 04/09/2020 , Admitted by: Self, Date of Admission: 04/09/2020 ,Place : Office	04/09/2020	LTI 04/09/2020	04/09/2020



Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	Darjeeling Real Estate Agents & Developers Neelkamal Plaza, Opp/meghdoot Cinema Hall, Hillcar, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 , PAN No.:: AAxxxxx4L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

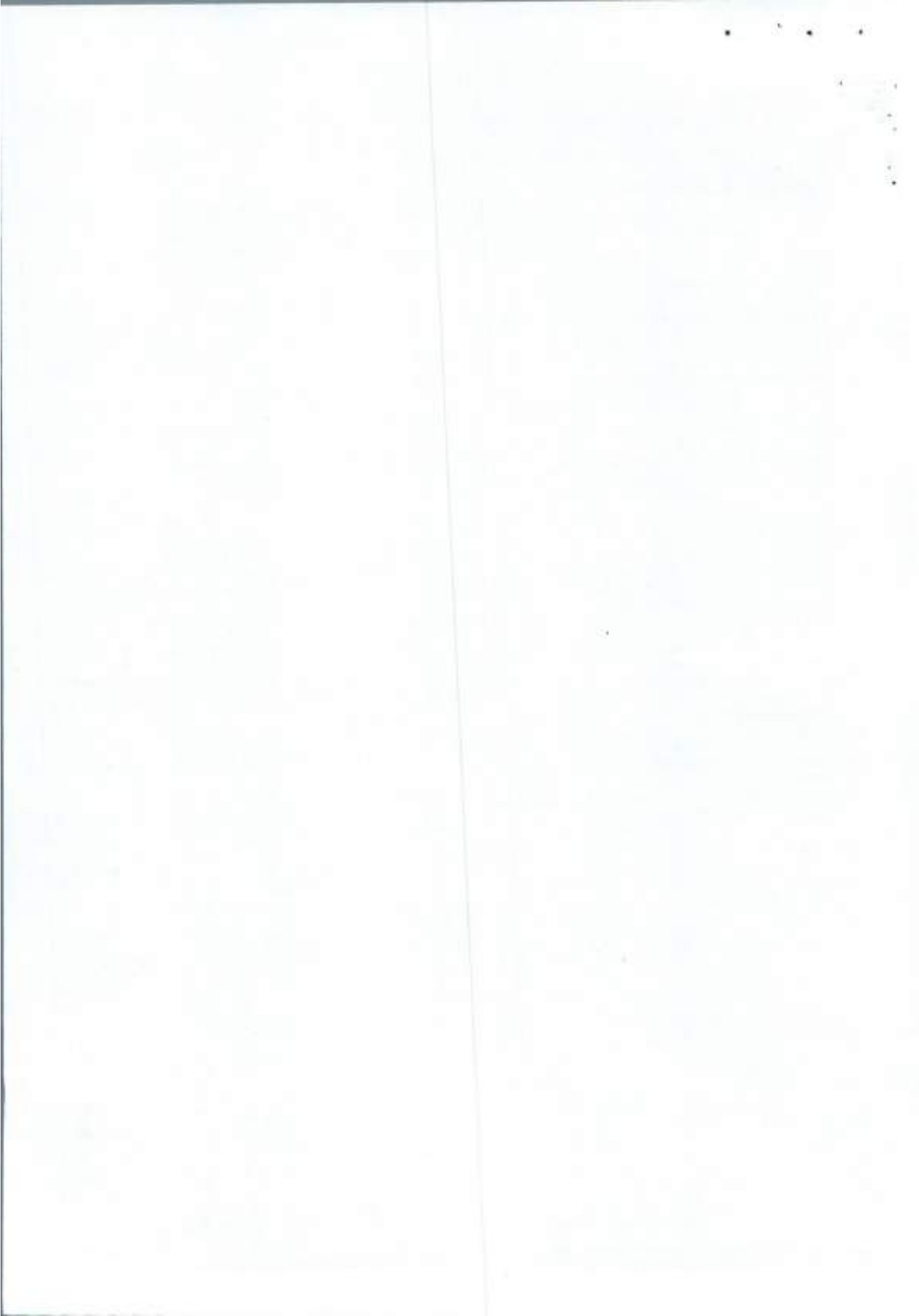
SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri Nisith Kumar Agarwal Son of Late Bhimraj Agarwal Date of Execution - 04/09/2020, , Admitted by: Self, Date of Admission: 04/09/2020, Place of Admission of Execution: Office	 <small>Sep 4 2020 11:45AM</small>	 <small>LTI 04/09/2020</small>	 <small>04/09/2020</small>
	Shyamakunj, Punjabipara Siliguri, P.O:- Haiderpara, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3G, Aadhaar No: 49xxxxxxxx2381 Status : Representative, Representative of : Darjeeling Real Estate Agents & Developers (as Partner)			

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Jagmohan Poddar Son of Shri Rohit Poddar Milanpally, Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005	 <small>04/09/2020</small>	 <small>04/09/2020</small>	 <small>04/09/2020</small>
Identifier Of Smt Shyamadevi Agarwal, Shri Nisith Kumar Agarwal			

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt Shyamadevi Agarwal	Darjeeling Real Estate Agents & Developers-9.38 Dec



On 04-09-2020

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

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

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

Presented for registration at 11:00 hrs on 04-09-2020, at the Office of the A.D.S.R. BHAKTINAGAR by Smt Shyamadevi Agarwal ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,19,38,179/-

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

Execution is admitted on 04/09/2020 by Smt Shyamadevi Agarwal, Wife of Mr Bhimraj Agarwal, Shyamakunj, Punjabipara, P.O: Haiderpara, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Business

Indetified by Shri Jagmohan Poddar, , Son of Shri Rohit Poddar, Millanpally, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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

Execution is admitted on 04-09-2020 by Shri Nisith Kumar Agarwal, Partner, Darjeeling Real Estate Agents & Developers (Partnership Firm), Neelkamal Plaza, Opp/meghdoot Cinema Hall, Hillcar, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Shri Jagmohan Poddar, , Son of Shri Rohit Poddar, Millanpally, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/08/2020 1:56PM with Govt. Ref. No: 192020210067296171 on 25-08-2020, Amount Rs: 7/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 138475675 on 25-08-2020, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

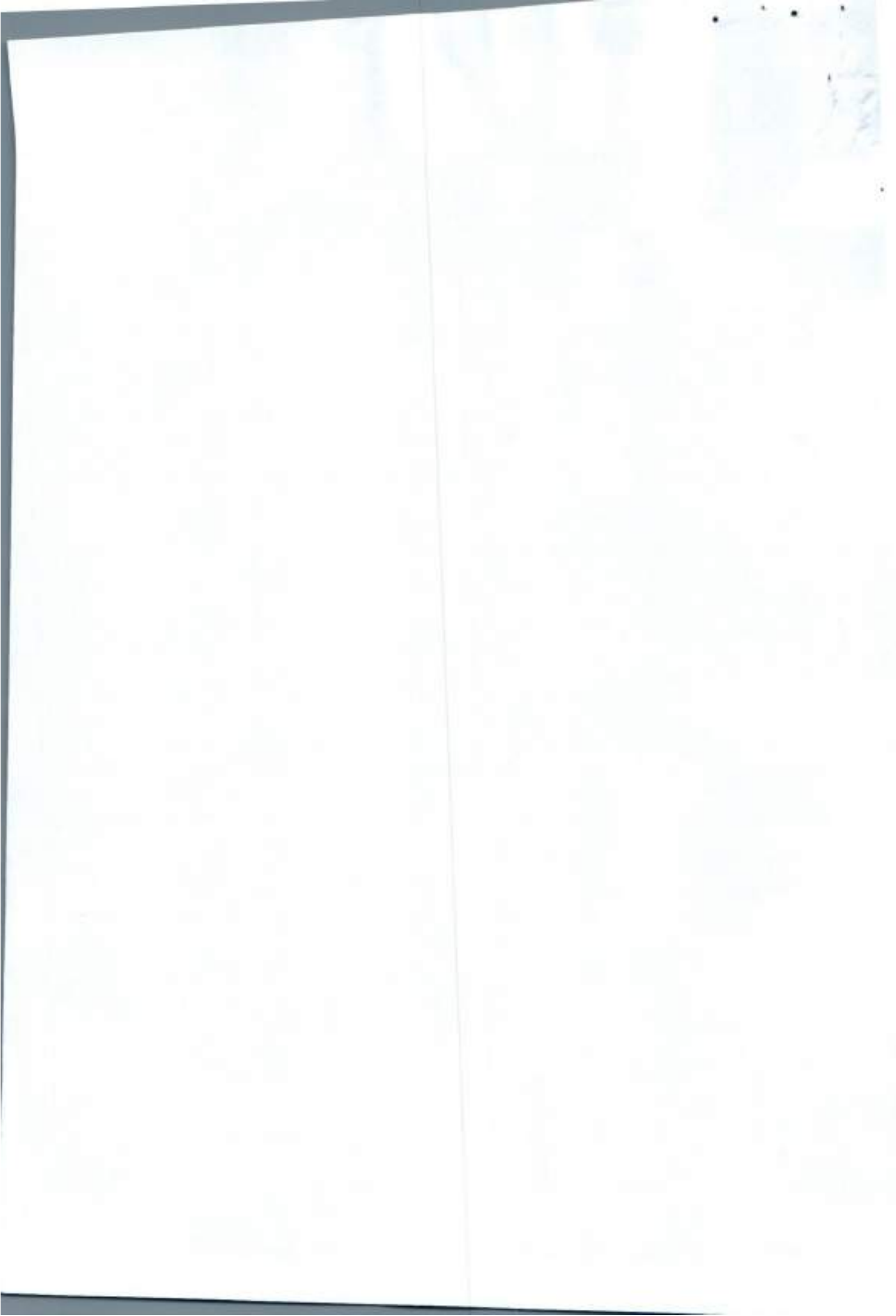
Certified that required Stamp Duty payable for this document is Rs. 20,000/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 19,900/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 2857, Amount: Rs.100/-, Date of Purchase: 28/01/2020, Vendor name: Tanmoy Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/08/2020 1:56PM with Govt. Ref. No: 192020210067296171 on 25-08-2020, Amount Rs: 19,900/-, Bank: Bank of Boroda (BARB0INDIAE), Ref. No. 138475675 on 25-08-2020, 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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2020, Page from 102577 to 102602

being No 071103406 for the year 2020.



Digitally signed by TAPASH KANTI
GHOSH

Date: 2020.09.29 12:54:47 +05:30

Reason: Digital Signing of Deed.


(Tapash Kanti Ghosh) 2020/09/29 12:54:47 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BHAKTINAGAR

West Bengal.

(This document is digitally signed.)

