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

Adtl. District Sub-Registrar  
 Baktinagar, Jalpaiguri  
 03 NOV 2020

SBA REALTOR PVT. LTD.

DIRECTOR

EASTERN HEIGHTS

PARTNER

*Deepika*

## JOINT DEVELOPMENT AGREEMENT

Visit Commission Case No. 647/2020

N. J. Stamp

SL. No. 463 Date 09.10.2020

Sold to Eastern Heights

of Siliguri

Value 5000/- Rupees Five Thousand only



*J. Sonik*  
JAYABRATA BANIK  
Govt. Stamp Vender  
A.D.S.R. Office Bagdogra  
L/No- 539-R.M/Darjeeling  
Year 2007

*Minial Ho*



1097

SBA REALTORS PVT. LTD.

*Minial Ho*

DIRECTOR



1098

EASTERN HEIGHTS

*Deepak K. Agarwal*  
PARTNER



Adul. Dist Sub-Registrar  
Shakti Nagar, Dist-Jalpaiguri

17 OCT 2020

Bikram Mohanta  
S/o Sri N. N. Mohanta  
Suryanagar  
P.O. Rabindra Sarani  
P.S. Siliguri - 06  
Dist - Darjeeling  
W.B.

SBA REALTORS PVT. LTD.

DIRECTOR



EASTERN HEIGHTS

PARTNER



**THIS JOINT DEVELOPMENT AGREEMENT IS MADE ON  
THIS THE 15<sup>TH</sup> DAY OF OCTOBER, 2020.**

**BETWEEN**

“ **SBA REALTORS PRIVATE LIMITED** ” [PAN : AAQCS0958J], a Private Limited Company, registered under the Indian Companies Act, 1956, bearing Certificate of Incorporation No.U45400WB2011PTC164925, Dated 14/07/2011 having its registered office at C/o Naresh Kr Agarwal, D-3 Shanti Kunj, Shaktigarh, Road No. 1, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India, represented by one of its **DIRECTOR – MR MRINAL AGARWAL**, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131], son of Mr Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin 734005, District Darjeeling, in the State of West Bengal, India – hereinafter called the “ **FIRST PARTY / OWNER** ” (which expression shall mean and include unless excluded by or repugnant to the context be deemed to be its directors, heirs, executors, administrators, legal representatives and assigns) of the “ **ONE PART** ”.

**AND**

“ **EASTERN HEIGHTS** ”, [PAN : AAHFE3053A], A Partnership Firm, having its Registered Office at Dhanothiwalla Bhawan, Nehru Road, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India and represented by one of its **PARTNER – SRI DEEPAK KUMAR AGARWAL**, [PAN : ACZPA4957D & AADHAAR : 6195 0242 1028], son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Mahabirasthan, Siliguri Town, P.O. Siliguri Town, P.S. Siliguri, Pin – 734004, District Darjeeling, in the State of West Bengal, India - hereinafter called the “ **SECOND PARTY / DEVELOPER / PROMOTER** ” (which expression shall mean and include unless excluded by or repugnant to the context its partners, executors, administrators, successors, representatives and assigns) of the “ **OTHER PART** ”.

SBA REALTORS PVT. LTD.

DIRECTOR



EASTERN HEIGHTS



PARTNER

NOW THIS AGREEMENT WITNESES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:-

I. AND WHEREAS the First Party is the absolute owner of all that piece or parcel of land measuring **6 Kathas 2 Chhataks or equal to 10.10625 Decimals**, appertaining to R.S. Plot No. 144, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, recorded in Book No. 1, CD Volume No. 1, Pages from 2339 to 2357, being **Document No. I-00149 for the year 2012** and registered in the office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri, executed by **SRI JAYABRATA ROY & OTHERS** of Mahananda Para, Siliguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the First Party is also the absolute owner of all that piece or parcel of land measuring **5 Kathas 5 Chhataks or equal to 8.765625 Decimals**, appertaining to R.S. Plot No. 159, recorded in R.S. Khatian No. 291/17, under R.S. Sheet No. 5, J. L. No. 2, situated at Mouza - Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, recorded in Book No. 1, CD Volume No. 1, Pages from 2358 to 2376, being **Document No. I-00150 for the year 2012** and registered in the office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri, executed by **SRI JAYABRATA ROY & OTHERS**, of Mahananda Para, Siliguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the First Party is also the absolute owner of all that piece or parcel of land measuring **37 Kathas or equal to 61.05 Decimals**, appertaining to R.S. Plot No. 159, recorded in R.S. Khatian No. 291/17, under R.S. Sheet No. 5, J. L. No. 2, situated at Mouza Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, recorded in Book No. 1, CD Volume No. 1, Pages from 2377 to 2395, being **Document No. I-00151 for the year 2012** and registered in the office of the Addl. District Sub-Registrar Rajganj, Dist. Jalpaiguri, executed by **SRI JAYABRATA ROY & OTHERS** of Mahananda Para, Siliguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

SBA REALTORS PVT. LTD.

DIRECTOR

*Pratik Chandra*

EASTERN HEIGHTS

PARTNER

*Dimple Chandra*

AND WHEREAS the First Party is also the absolute owner of all that piece or parcel of land measuring **37 Kathas or equal to 61.05 Decimals**, out of which land measuring 9 Kathas 10 Chhataks in part of R.S. Plot No. 144 recorded in R.S. Khatian No. 291/18 and land measuring 27 Kathas 6 Chhataks in part of R.S. Plot No. 159, recorded in R. S. Khatian No. 291/17, respectively under R. S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, recorded in Book No. I, being **Document No. I-00152 for the year 2012**, registered at A.D.S.R. Rajganj, Dist. Jalpaiguri, executed by **SRI JAYABRATA ROY & OTHERS** of Mahananda Para, Siliguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the First Party is also the absolute owner of all that piece or parcel of land measuring **9.69 Kathas or equal to 16 Decimals**, appertaining to R.S. Plot Nos. 160 [0.13 Acres or equal to 13 Decimals] & 144/395 [0.03 Acres or equal to 3 Decimals] respectively corresponding to L.R. Plot No. 405, recorded in R.S. Khatian No. 294 corresponding to L.R. Khatian No. 1587, under R.S. Sheet No. 5 corresponding to L.R. Sheet No. 4, J.L. No. 2, situated at Mouza- Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, within Ward No. 42 of Siliguri Municipal Corporation, by virtue of Deed of Conveyance, recorded in Book No. I, being **Document No. I-4266 for the year 2017**, registered at A.D.S.R. Bhaktinagar, executed by **SMT. NATESHWARI ADHIKARI & OTHERS** of Roy Colony, Sevoke Road, Siliguri and shall ever since then the First Party has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS by virtue of aforesaid Five Separate Deed of Conveyance being **Document Nos. I-00149** for the year 2012, **I-00150** for the year 2012, **I-00151** for the year 2012, **I-00152** for the year 2012 & **I-4266** for the year 2017 the First Party become the sole absolute owner of the aforesaid land total measuring 95.1275 Kathas, now the First Party only in possession of land measuring **86.535 Kathas**, having permanent, heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid First Party also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being Khatian No. 1587 was framed in the name of First Party, as per provision of W.B.L.R. Act, 1955 & also converted the aforesaid land from **Dahala to Bastu**, Vide Conversion, being **Case No. 221/12-13/SDLLRO(S)/JAL** & being **Case No. 222/12-13/SDLLRO(S)/JAL**, dated 16-01-2013.

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DIRECTOR

EASTERN HEIGHTS

PARTNER

AND WHEREAS the aforesaid First Party had also obtain a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of "**SBA REALTORS PRIVATE LIMITED**" a Private Limited Company, being **Holding No. VL / 100 / A / 69.**

II. AND WHEREAS the Second Party (Developer) is the absolute owner of all that piece or parcel of land measuring **5 Kathas or equal to 8.25 Decimals**, appertaining to R.S. Plot No. 145, recorded in R.S. Khatian Nos. 291/9 & 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, Dist- Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0711-2018, Pages from 156819 to 156837, being **Document No. 071106661 for the year 2018**, registered at A.D.S.R Bhaktinagar, executed by **SMT MANISHA CHOUDHURY**, W/o Sri Rajiv Choudhury of Iskcon Mandir Road, Siliguri and shall ever since then Second Party (Developer) has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Second Party (Developer) is also the absolute owner of all that piece or parcel of land measuring **5 Kathas or equal to 8.25 Decimals**, appertaining to R.S. Plot No. 145, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza-Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0711-2018, Pages from 156799 to 156818, being **Document No. 071106662 for the year 2018**, registered at A.D.S.R Bhaktinagar, executed by **SMT. KHUSBOO CHOUDHRY**, W/o Sri Sandip Choudhry of Iskcon Mandir Road, Siliguri and shall ever since then the Second Party (Developer) has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

AND WHEREAS the Second Party (Developer) is also the absolute owner of all that piece or parcel of land measuring **2 Kathas or equal to 3.3 Decimals**, appertaining to R.S. Plot No. 145, recorded in R.S. Khatian No. 291/18, under R.S. Sheet No. 5, J.L. No. 2, situated at Mouza - Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, Dist-Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 0711-2018, Pages from 158599 to 158618, being **Document No. 071106723 for the year 2018**, registered at A.D.S.R Bhaktinagar, executed by **SMT. KHUSBOO CHOUDHRY**, W/o Sri Sandip Choudhry of Iskcon Mandir Road, Siliguri and shall ever since then the Second Party (Developer) has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

SBA REALTORS PVT. LTD.



DIRECTOR

EASTERN HEIGHTS



PARTNER

**AND WHEREAS** the Second Party (Developer) is also the absolute owner of all that piece or parcel of land measuring **2 Kathas or equal to 3.3 Decimals**, appertaining to R.S. Plot No. 145, recorded in R.S. Khatian Nos. 291/9 & 291/18, under R.S. Sheet No. 5, J. L. No. 2, situated at Mouza – Dabgram, Pargana – Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri, by virtue of Deed of Conveyance, recorded in Book No. 1, Volume No. 0711-2018, Pages from 159570 to 159589, being **Document No. 071106808 for the year 2018**, registered at A.D.S.R Bhaktinagar, executed by **SMT MANISHA CHOUDHRY** W/o Sri Rajiv Choudhry of Iskcon Mandir Road, Siliguri and shall ever since then the Second Party (Developer) has been in exclusive and peaceful possession of the said land without any act of hindrance or obstruction from anybody.

**AND WHEREAS** by virtue of aforesaid Four Separate Deed of Conveyance, **Document Nos. 071106661** for the year 2018, **071106662** for the year 2018, **071106723** for the year 2018 & **071106808** for the year 2018 the Second Party (Developer) become the sole, absolute and exclusive owner of the aforesaid land total measuring 5 Kathas + 5 Kathas + 2 Kathas + 2 Kathas = **14 Kathas**, having permanent heritable & transferable right, title & interest therein.

**AND WHEREAS** the aforesaid Second Party (Developer) also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being Khatian No. 1943 was framed in the name of Second Party (Developer), as per provision of W.B.L.R. Act, 1955.

**AND WHEREAS** the aforesaid Second Party had also obtain a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of “**EASTERN HEIGHTS**”, a Partnership Firm, being **Holding No. 100 / A / 82** and **100 / A / 83**.

**AND WHEREAS** the aforesaid First Party & Second Party (Developer) duly amalgamated their aforesaid total land measuring  $86.535 + 14 = 100.535$  Kathas into a single land by executed a **DEED OF AMALGAMATION, DATED 13<sup>TH</sup> DAY OF FEBRUARY, 2019**.

**AND WHEREAS** the above named First Party & Second Party (Developer) had also got **Land Use Compatibility Certificate [ LUCC ]** from **Siliguri Jalpaiguri Development Authority [SJDA]** vide Memo No. 3363 / SJDA dated 29/05/2019.

SBA REALTORS PVT. LTD.

DIRECTOR

EASTERN HEIGHTS

PARTNER

AND WHEREAS thereafter First Party & Second Party (Developer) applied for a building plan for **Basement + Lower Ground + Upper Ground + Five (i.e., P+7) storied Commercial Building**, vide **Plan No. 593 Dated 31/08/2019** and the same **Sanctioned on 05/06/2020** by Siliguri Municipal Corporation (SMC) on aforesaid total land measuring **100.535 Kathas**.

**WHEREAS:-**

- A. For the purpose of an integrated development of the aforesaid land, the Land Owner [First Party] & Second Party [Developer] have jointly decided to develop the amalgamated aforesaid plot of land total measuring **100.535 Kathas** and for that purpose approached the Developer firm herein to develop the said premises by constructing a multistoried building thereon to which the Developer firm has agreed on the terms and conditions stated hereunder.
- B. The Owners / First Party hereby declare that the said premises are free from all encumbrances, charges, liens, lispendences and attachments or trust whatsoever or however created.
- C. All costs, charges and expenses in connection with preparation of the plan for construction of the building at the said premises and getting the same approved and / or sanctioned by the Siliguri Municipal Corporation / Siliguri Jalpaiguri Development Authority and for completing the construction of building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.
- D. Owner / First Party have agreed to grant a right of its share of development of the said premises in favour of the Developer for the construction and on the terms and conditions stated hereinafter. The Developer shall be at liberty to appoint any contractor/s, if required for the development of the said premises and the Developer shall have also liberty to include any Partner or Financer on his part before or during the continuation of this project and if for the said purpose if any addition is required in this agreement or a fresh agreement is required to be executed in this respect without harming any interest of the owners part then the owners shall comply with it.

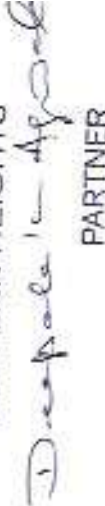


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DIRECTOR



EASTERN HEIGHTS



PARTNER

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

### ARTICLES I – DEFINITIONS

In this Agreement, unless otherwise specifically mentioned:-

**OWNER / FIRST PARTY :-** The Owner / First Party shall mean the said company namely “ **SBA REALTORS PRIVATE LIMITED** ” a Private Limited Company, registered under the Indian Companies Act, 1956, bearing Certificate of Incorporation No.U45400WB2011PTC164925, having its registered office at C/o Naresh Kr Agarwal, D-3 Shanti Kunj, Shaktigarh, Road No. 1, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India, represented by one of its **DIRECTOR – MR MRINAL AGARWAL, [PAN : AKSPA1033F & AADHAAR : 7138 5840 4131]**, son of Mr Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at S. F. Road, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin 734005, District Darjeeling, in the State of West Bengal, India, not only as Owner / First Party but also as having whatsoever right, title or interest that he/she/they may have had or has as executor, legatee, trustee, beneficiary or otherwise in respect of the said premises described in the **First Schedule** hereunder written and also its legal representatives, executors and assigns.

**DEVELOPER / SECOND PARTY :-** The Developer / Second Party shall mean the said Firm namely “ **EASTERN HEIGHTS** ”, a Partnership Firm, having its Registered Office at Dhanothiwalla Bhawan, Nehru Road, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, Dist. Darjeeling, in the State of West Bengal, India and represented by one of its **PARTNER – SRI DEEPAK KUMAR AGARWAL, [PAN : ACZPA4957D & AADHAAR : 6195 0242 1028]**, son of Late Shyam Sundar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, residing at Mahabirasthan, Siliguri Town, P.O. Siliguri Town, P.S. Siliguri, Pin - 734004, District Darjeeling, in the State of West Bengal, India, not only as Developer / Second Party but also as having whatsoever right, title or interest that he/she/they may have had or has as executor, legatee, trustee, beneficiary or otherwise in respect of the said premises described in the **Schedule** hereunder written and also its legal representatives, executors and assigns.

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DIRECTOR

EASTERN HEIGHTS



PARTNER

**PREMISES** :- Premises shall mean all that the entirety of the said land more fully and particularly described in the **Schedule** hereunder written.

**BUILDING** :- Building shall mean the building to be constructed at the said premises under the rules and regulations of the Siliguri Municipal Corporation / Siliguri Jalpaiguri Development Authority for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation / any other Local Authority.

**UNIT** :- Unit shall mean the constructed area and/or space in the building intended to be built and / or constructed capable of being occupied and enjoyed separately as a distinct entity at the building to be constructed at the said premises.

**ARCHITECT** :- 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.

**PLAN** :- Plan shall mean **Plan No. 593 Dated 31/08/2019** and the same **Sanctioned on 05/06/2020** by Siliguri Municipal Corporation (SMC) on aforesaid total land measuring **100.535 Kathas** and its elevation, design's drawings and specification of the buildings as shall be sanctioned by the Siliguri Municipal Corporation including revised plan, modification or variation thereof which may be made from time to time.

**SALEBLE AREA** :- Saleable area shall mean the spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required there for.

**ALLOCATION** :-

1) Owner's / First Party allocation shall be:

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DIRECTOR

EASTERN HEIGHTS

PARTNER

**ALLOCATION CHART**  
(Allotted to "SBA Realtors Pvt. Ltd. - First Party)

Floor	Proposed Use	Area in Square Meter	Area in Square Feet [ Built - Up ]
Basement Floor	Parking	442.99	4768.34436
Lower Ground Floor	Commercial	442.99	4768.34436
Upper Ground Floor	Commercial	191.26	2058.72264
	Hotel	251.73	2709.62172
First Floor	Hotel	481.85	5186.63340
Second Floor	Hotel	442.99	4768.34436
Third Floor	Hotel	442.99	4768.34436
Fourth Floor	Hotel	442.99	4768.34436
Fifth Floor	Hotel	442.99	4768.34436
	Restaurant	324.19	3489.58116
	Banquet	972.10	10463.68440
	<b>TOTAL :-</b>	<b>4879.07</b>	<b>52518.30948</b>

2) **Developer's / Second Party allocation shall be:**

The Developer (Second Party) allocation shall be the remaining portion of the total constructed area in the building constructed upon the said amalgamated total land measuring 100.535 (One Zero Zero Point Five Three Five) Kathas.

**ARTICLES II - COMMENCEMENT**

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

**ARTICLES III - OWNER'S RIGHTS & REPRESENTATIONS**

- 1) The Land Owners, are 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.

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DIRECTOR

*[Handwritten signature]*

EASTERN HEIGHTS

*[Handwritten signature]*

PARTNER

- 2) There is no subsisting Agreement for Sale and /or development of the said premises with any other party or parties by the owners or any of the person/s claiming under him/her.
- 3) In case of any capital gains arising out of the said land, the liability of such capital gains shall be held by the First Party.
- 4) The said premises is free from all encumbrances, lien, lispendences, attachment, trust, acquisition and requisition whatsoever or howsoever.

#### ARTICLES IV – DEVELOPER’S RIGHTS

- 1) The Land Owners do hereby grant, subject to the provision contained herein, to the Developer to build upon and to commercially exploit the said premises and constructing the multistoried building at the said premises in accordance with the plan to be sanctioned by the Siliguri Municipal Corporation / Siliguri Jalpaiguri Development Authority.

All applications, plans as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer and submitted by the Developer at the Developer’s own cost and expenses for sanction. However the Land Owners shall give their full co-operation by their signature and also by their presence if so required at any time during the project. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Siliguri Municipal Corporation and other authorities shall be borne and made by the Developer provided however that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

- 2) The Developer/Second Party shall have right to purchase and also shall enter into the any Agreement / Joint Venture Agreement/or any other Agreement of the same for any piece or parcel of land adjacent to this land premises without any intimation/notice to the First Party, they are authorized to construct the building as per the plan to be approved by concerned authority in the entire land premises.

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**ARTICLES V - CONSIDERATION**

In consideration of the Land Owner's allowing the Developer to develop the aforesaid landed property and the Developer (Second Party) shall allocate the Land Owner [First Party] an area as fully described in " **ALLOCATION CART** " earlier in this Deed and the term "Allocation" has been also been defined in Article - 1 Definitions earlier in this Deed and the remaining constructed area after the allocation of Land Owner (First Party) of the building built on the amalgamated land measuring 100.535 (One Zero Zero Point Five Three Five) Kathas shall be the portion allotted to the Developer (Second Party)..

**ARTICLES VI - PROCEDURE**

- 1) The Land Owner shall grant a Power of Attorney in favour of the Developer i.e. " **EASTERN HEIGHTS** " a Partnership Firm for obtaining necessary permission and/or sanctions from different authorities such as SMC, SJDA and all other Government and Semi Government Departments and Authorities for Building Plan, LUCC, Aviation, Pollution, Fire, Traffic etc. in Siliguri Municipal Corporation in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation [SMC] / Siliguri Jalpaiguri Development Authority [SJDA] and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally or till the validity of this Agreement.
- 2) That the Developer shall complete the construction of the proposed building and handover all the agreed premises to the Land Owners as falling under Land Owner's allocation within a period of next 36 months from the day of sanctioning of the building plan from the concerned authority, until and unless there is any problem beyond the control of the Developer.

**ARTICLES VII - SPACE ALLOCATION**

- 1) The Developer shall upon completion of the new building, allocate the Land Owner share.
- 2) The area falling under "Developers Allocation" shall go to the share of the Developer in consideration of its having constructed the said building at the said premises at his own costs and expenses. The allocation as aforesaid is made with mutual consent.

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- 3) The Developer shall on completion of the new building put the Land Owners in undisputed possession of the Land Owner's allocation.
- 4) Subject as aforesaid, the common portion of the said new building and open space shall belong to the Land Owners and Developer in proportion to their allocated area in the proposed building as aforesaid.
- 5) The Developer shall be exclusively entitled to the Developers allocation in the new building with exclusive right to transfer or to deal with or dispose of the same at any cost or price consideration without any right, claim or interest whatsoever therein of the Land Owners and the Land Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developers allocation and / or with the possession thereof by its nominees / Purchasers.

The Developer shall have every right to enter into or execute an Agreement for Sale with any intended Purchaser / Purchasers of his choice and he shall have also right to receive any amount of advance from the said Purchaser in lieu of the said Agreement. However if the Developer so requires then the Land Owner shall be duty bound to sign & execute the said Agreement for Sale and thereafter go to the registry office at the time of final registry and shall be bound to execute the Deed of Conveyance of all the units / flats of the Developer 's allocation.

- 6) The Land Owners shall execute the Deed's of Conveyance in respect the proportionate undivided share or interest in the land (the said premises) pertaining to the Developer's allocation portions in favour of the Developer or its nominee or nominees / Purchasers in such part as shall be required by the Developer from time to time. The Land Owner shall require the Developer as a Confirming Party in the execution of Deed of Conveyance for his share allocation.

#### **ARTICLES VIII - BUILDING**

- 1) The Developer shall at its own costs, construct 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 the architects and as set out in the schedule hereunder written.
- 2) Subject as aforesaid, the decision of developer regarding the quality of the materials and the specification as stated in the Second Schedule hereunder shall be final and binding upon the parties hereto.

SBA REALTORS PVT. LTD.



DIRECTOR

EASTERN HEIGHTS



PARTNER

- 3) The Developer shall install and erect in the said building, at its own cost water storage tanks and other facilities as are required to be provided in a multi – storied building in Siliguri having self – contained units and constructed for sale of construed areas therein on ownership basis and as mutually agreed to.

#### ARTICLES IX – COMMON FACILITIES


- 1) The Land owners and the Developer shall pay and bear all corporation taxes, insurance premiums and other statutory outgoings as would be levied by the government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Land owners to the Developer, till the date of the land owners receiving the land owners allocation as stated herein in the new building and thereafter the Developer and / or its nominee or transferees shall bear such taxes, fees etc.
- 2) As soon as the new building is completed, the Developer shall give notice to the land owners requiring the land owners to take possession of the land owners allocation in the building and after 15 days from the date of service of such a notice and at all times thereafter the land owners shall be exclusively responsible for payment of all municipal and property taxes rates duties dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as the said rates) with effect from the date of delivery of possession of the said land owners allocation payable in respect of the said land owners allocation the said rates to be apportioned pro – rata with reference to the saleable space in the building if they are levied on the building as a whole.
- 3) The land owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the land owners and the Developers and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or pay by either of them as the case may be consequent upon a default by the owners or the Developer in this behalf.
- 4) The land owners shall not do any act deed or thing where by the Developer shall be prevented from construction and completion of the said new building at the said premises.

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DIRECTOR

EASTERN HEIGHTS



PARTNER

- 5) That the common electric infrastructure expenses for obtaining common and individual electric connection in proposed commercial building shall be incurred / borne by the owner / occupier of the respective flats / units of the building in proportionate manner / share. The Electric Connection charges will be paid in proportionate by the Developer as well as the Land Owner / First Party.

### ARTICLES X – COMMON RESTRICTIONS

- 1) The Land Owner's Allocation in the said building at the said premises shall be subject to the same restriction of transfer and use as are application to the Developer, Allocation in the new building intended for the common benefits of all occupiers of the new building intended for the common benefits of all occupiers of the new building which shall include the following.
- 2) The Land Owner's Allocation shall not use or permit to use Land Owner' Allocation / Developer's Allocation in the said building or any portion thereof for carrying on any illegal and / or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the occupier of the building.
- 3) Neither party shall demolish or permit demolition of any other structure in their respective allocation or any portion thereof or make any structural alternation therein without the previous consent of the other in writing in this behalf.
- 4) Both the parties shall abide by all laws, by – rules and regulations of the Government, Local Bodies and other statutory bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any said laws, by – laws, by rules and regulation and / or procedures.
- 5) The respective allotters shall keep the interior and walls, drains, pipes and other fitting and fixtures and appurtenances and floors and ceilings in each of their respective allocation in the new building in good working condition and repair and in particular so as not to cause any shall damage to the new building or any other space accommodation therein and shall keep the other occupiers of the new building property and effectively indemnified from and against the consequence of any breach and effectively indemnified from and against the consequences of any breach.
- 6) The parties hereto shall not do or cause or permit to be done act or thing which may render void or violable any insurance of the new building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from against the consequence of any breach.



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DIREKTOR



EASTERN HEIGHTS



PARTNER

- 7) Neither party shall throw or accumulated any dirt, rubbish, waste or refuse or permit the same to thrown or accumulated in or about the said building in the compounds, corridors or any other portion or portions of the said building.
- 8) The prospective buyers may take loan from the bank or any financial institution for the purchase of the premises which is constructed on the below mentioned Schedule land.

#### **ARTICLES XI – LAND OWNER'S OBLIGATION**

- 1) The Land Owners hereby agree and convent with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 2) The Land Owners covenant with the Developer that at the time of Development Works, if dispute arise in the land of owners as described in the Schedule below, then the Land Owners shall clear said disputes from their own funds.
- 3) The Land Owners hereby agree and convent 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 Developers Allocation in the said building.
- 4) The Land Owners hereby agree and convent 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. However, the Land Owner shall always have the right to enter into agreement for sale / transfer in respect of the Land Owners Allocation with the consent of the Developer during the period of the construction work and fulfillment of all the obligations under this agreement and / or any further agreement, the Land Owner shall be entitled to deal with or dispose of the portion of Land Owners Allocation.

#### **ARTICLES XII – DEVELOPER OBLIGATION**

- 1) The Developer hereby agrees and covenants with the Land Owner to complete the construction of the new building at the said premises in terms of the sanctioned plan within a period of 36 months from the Land Owners for the purpose of development after obtaining the sanctioned plan from the Siliguri Municipal Corporation such period shall however exclude any delay which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

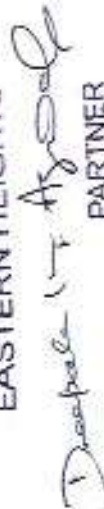
SBA REALTORS PVT. LTD.

DIRECTOR



EASTERN HEIGHTS

PARTNER



- 2) If any dispute arises in the land, the land owners shall settle the disputes at their expenses. The Developer shall not be liable for any types of disputes on the land.
- 3) If for any reason or on the fault of the land owner any type of structure made by the Developer on the land for developing the land or there is stoppage of work due to any fault / action of the land owners, the land owners shall return the full amount as invested by the Developer on the land described in the Schedule below and the land owners shall refund the full amount to the Developers immediately with interest @12% p.a. within 3 months.

#### ARTICLES XIII – OWNERS INDEMNITY

- 1) The Land Owner's 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 fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 2) That in case, if any situation desire, the legal heirs shall also be bound by the terms & conditions of this agreement, if needed they shall also participate in the execution of D ed / Sale Deed Power Attorney / instruments of transfer.
- 3) That the Second Party shall be entitled to enter in to any separate agreement / deeds with any other lands owners.
- 4) In case of death of any of the Landlord, then in that event, their respective successors / heirs will remain bound by this Development Agreement as well as to execute the Sale Deeds in favour of prospective buyers to be selected by the Developer and also remain bound to execute an revocable Power of Attorney authorizing the same power in favour of the Developer.

#### ARTICLES XIV – DEVELOPER'S INDEMNITY

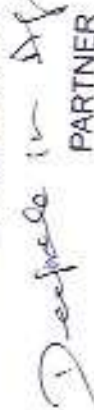
- 1) The Developer hereby undertakes to keep the Land Owners indemnified against all third party claims and action arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building at he said premises.
- 2) The Developer hereby undertakes to keep the land owners indemnified against all action, suit, costs, proceedings and claims that may arise out of the Developer/s actions with regard to the development of the said premises.

SBA REALTORS PVT. LTD.



DIRECTOR

EASTERN HEIGHTS

  
PARTNER**POWER OF ATTORNEY**

- 1) The land owners shall grant a Power of Attorney in favour of the Developer for obtaining necessary permission and / or sanctions from different authorities in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation / Siliguri Jalpaiguri Development Authority and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally or till the validity of this agreement.
- 2) That the First Party shall arrange to execute a General Power of Attorney appointing the Second Party or any other person as nominated by the Second Party for this purpose to sale and convey the Second Party's share / developer allocation in the said building premises to the intending purchaser/s as may be desired by the Second Party.

**ARTICLES XV – MISCELLANEOUS**

- 1) The 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 Developer and the Land Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto be deemed to have constituted an Association of Persons.
- 2) It is hereby understood that from time to time in order to facilitate the construction of the new building at the said premises by the Developer, various deeds matter and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Land Owners and various applications and other documents may be required to be signed or made herein and the Land Owners hereby undertake to do all such act, deeds matter and things that may be reasonably required to be done in the matter and the Land Owners shall execute any such additional Power 's of Attorney and / or authority as may be required by the Developer for the purpose and the Land 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, matters and things do not in any way infringe the right of the Land Owners and / or go against the spirit of this Agreement.

SBA REALTORS PVT. LTD.



DIRECTOR

EASTERN HEIGHTS

  
PARTNER

- 3) Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have served on the Land Owners, if delivered by hand and duly acknowledgement due and shall likewise be deemed to have been served on Developer if delivered by hand or sent by pre – paid registered Post with acknowledgement due to the officer of the developer, the proper address in all cases being the respective addresses as reflected in this Agreement.
- 4) As and from the date of completion of the said building, the Developer and / or its transferees and the Land Owners and / or his transferees shall each be liable to pay bear proportionate charge on account of all taxes payable in respect of their allocations.
- 5) The Land Owners and the Developer shall mutually decide the name of the said building to be constructed at the said premises.
- 6) The original Deeds in respect of the land shall be held by the Land Owners. The Land Owners shall produce the original deeds promptly before any authority as and when required.
- 7) In case of any capital gain of land owner will be borne by them and any tax liability of developer will be borne by developer only.

#### ARTICLES XVI – FORCE MAJEURE

- 1) The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of force measure and shall be suspended from the obligation during the duration of force measure.
- 2) Force Measure shall mean Flood, heavy rain, earthquake, riot, war, storm, tempest, civil common and / or any other or commission beyond the control of the parties hereto.

SBA REALTORS PVT. LTD.

DIRECTOR

EASTERN HEIGHTS

PARTNER

**ARTICLES XVII - ARBITRATION**

- 1) In case of any dispute, differences or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon arbitration, each party shall be entitled to appoint an arbitrator and the arbitration shall appoint an umpire and the proceedings shall be in accordance with the provisions of Arbitration and Conciliation Act, 1996 and / or any other statutory modification and / or enactment relating thereto.

**ARTICLES XVIII - JURISDICTION**

- 1) Courts at Siliguri alone shall have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**THE SCHEDULE ABOVE REFERED TO  
DESCRIPTION OF THE PREMISES (AMALGAMATED LAND)**

**ALL THAT PIECE OR PARCEL** of Vacant Bastu Land measuring about 100.535 Kathas (Little more or Less) appertaining to R.S. Plot Nos. 144 (0.15 Acres or 15 Decimal), 145 (0.231 Acres or 23.1 Decimal), 159 (1.12 Acres or 112 Decimal), 160 (0.13 Acres or 13 Decimal) & 144/395 (0.03 Acres or 3 Decimal) corresponding to L.R. Plot Nos. 404, 405, 406, 407, & 408, recorded in R.S. Khatian No. 291/9, 291/17, 291/18, & 294 corresponding to L.R. Khatian Nos. 1587 & 1943, under R. S. Sheet No. 5 corresponding to L.R. Sheet No. 4, J. L. No. 2, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. - Bhaktinagar, Dist. Jalpaiguri, within Siliguri Municipal Corporation in Ward No. "XXXXII", located at Roy Colony (Chayan Para), bearing SMC Holding Nos. VL/100/A/69, 100/A/82 & 100/A/83, Addl. Dist. Sub - Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows:-

By the North	:	Land of Hindusthan Bone Mill & Others
By the South	:	Land of Hanuman Traders, Binod Roy & Others
By the East	:	100 Ft. wide Eastern by Pass [Metal Road]
By the West	:	27 Ft. wide Amtala Raod

**IN WITNESS WHEREOF** the above parties do hereunto set their hands on the day, month and year first above written.

**WITNESSES:-**

1. Bikoam Mohanta  
S/o Sri N. N. Mohanta  
Lunyanagar  
P.O. Rabindra Sarani  
P.S. Biliguri - 06  
Dist - Darjeeling

SBA REALTORS PVT. LTD.

*Harinobha*  
DIRECTOR

FIRST PARTY

2.

Hitesh Dasodia  
S/o Sri Ghanashyam Dasodia  
Nehru Road, Khelpara  
Siliguri - 734005  
Dist : Darjeeling

EASTERN HEIGHTS

*Deepak*  
PARTNER

SECOND PARTY

Drafted, readover and explained  
by me and printed in my office.

*Dewanshu Dev Tiwary*  
DEWANSHU DEV TIWARY  
ADVOCATE /SILIGURI  
ENROL. F-279/229 OF 2014

EXECUTANT SHEET












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

SBA REALTORS PVT. LTD.

*Signature*

DIRECTOR  
Signature

CLAIMANT SHEET

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

EASTERN HEIGHT

*Deepak Singh*  
PARTNER  
Signature













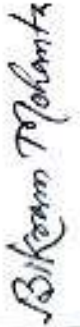
Government of West Bengal

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 07112001293504/2020

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Mrinal Agarwal S. F. Road, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005	Representative of Land Lord [SBA Realtors Private Limited]			 SBA REALTORS PVT. LTD. DIRECTOR
2	Mr Deepak Kumar Agarwal Mahabirasthan, Siliguri Town, P.O:- Siliguri Town, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734004	Representative of Land Lord [Eastern Heights] [Eastern Heights]			 EASTERN HEIGHTS PARTNER
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Bikram Mohanta Son of Mr N N Mohanta Suryanagar, Siliguri, P.O - Rabindra Sarani, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734006	Mr Mrinal Agarwal, Mr Dee Kumar Agarwal			

(Tapasi Kanti Ghosh)



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



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आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA  
 SBA REALTORS PRIVATE LIMITED

14/07/2011

AAGCS0958J

14/07/2011

SBA REALTORS PVT. LTD.

*Arinal*

DIRECTOR

आयकर विभाग  
 INCOME TAX DEPARTMENT  
 भारत सरकार  
 GOVT. OF INDIA  
 SBA REALTORS PRIVATE LIMITED

14/07/2011

AAGCS0958J

14/07/2011

आयकर विभाग  
INDIAN TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

MRINAL AGARWAL

HARESH KUMAR AGARWAL

22/06/1995

AKSPA1003F

पु.सं. 1995/219



आयकर विभाग  
भारत सरकार  
नया दिल्ली

आयकर विभाग  
भारत सरकार  
नया दिल्ली

*Mrinal Agarwal*

WISCONSIN SECRET OF STATE  
STATE OF WISCONSIN  
ELECTION COMMISSION OF STATE  
IDENTITY CARD

REGISTRATION



NAME: [Name]  
ADDRESS: [Address]  
CITY: [City]  
COUNTY: [County]  
STATE: [State]

REGISTRATION  
DATE: [Date]  
REGISTRATION NUMBER: [Number]

ADDRESS  
[Address]  
CITY: [City] STATE: [State]

DATE OF BIRTH: [Date]  
SEX: [Sex]  
RACE: [Race]  
HIGHEST GRADE ATTAINED: [Grade]

REGISTRATION CLASSIFICATION  
[Classification]  
[Additional Information]

*Handwritten signature*

आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड  
Permanent Account Number Card

AAHFE3053A



पता / Name  
EASTERN HEIGHTS

निष्पन्न / मुद्रण की तारीख  
Date of Issuance / Publication  
01/06/2018

18092018

EASTERN HEIGHTS

*Deepak K Agrwal*  
PARTNER

इस कार्ड के खोने/चोरी पर कृपया सूचित करें/सूचित करें।  
आयकर विभाग, ईस्टर्न हाइट्स, एन एन रोड  
3 गी मंडला, एन एन रोड,  
प्लॉट नं. 341, सर्वे नं. 997/8,  
मोडल कॉलोनी, नैर डीप बंगला चौक,  
पुणे - 411 016.

If this card is lost / someone's lost card is found,  
please inform / return to :-

Income Tax PAN Services Unit, NSDL  
3th Floor, Mantri Sterling,  
Plot No. 341, Survey No. 997/8,  
Model Colony, Near Deep Bungalow Chowk,  
Pune - 411 016.  
Tel: 91-20-2721 9080, Fax: 91-20-2721 8081  
e-mail: [clinfo@nsdl.co.in](mailto:clinfo@nsdl.co.in)



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

DEEPAK KUMAR AGARWAL

SHYAM SUNDAR AGARWAL

26/12/1968  
Permanent Account Number  
AC2PA4957D

*Deepak Kumar Agarwal*  
Signature



*Deepak Kumar Agarwal*



### Major Information of the Deed

Deed No :	I-0711-04364/2020	Date of Registration	03/11/2020
Query No / Year	0711-2001293504/2020	Office where deed is registered	
Query Date	07/10/2020 3:26:13 PM	0711-2001293504/2020	
Applicant Name, Address & Other Details	Dewanshu Dev Tiwary Paribar Apartment, Kanailal Dutta Road, Hakimpara, Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001. Mobile No. : 7679951238, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 2]		
Set Forth value	Market Value		
	Rs. 14,54,36,329/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, 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: Eastern Bye Pass, Mouza: Dabgram Sheet No - 5, JI No: 2, Pin Code : 734008

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-144	RS-291	Bastu	Bastu	0.15 Acre		1,31,33,925/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	RS-159	RS-291	Bastu	Bastu	1.12 Acre		9,80,66,640/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	RS-160	RS-294	Bastu	Bastu	0.13 Acre		1,13,82,735/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L4	RS-144/395	RS-294	Bastu	Bastu	0.03 Acre		26,26,785/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L5	RS-145	RS-291	Bastu	Bastu	0.231 Acre		2,02,26,244/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>166.1Dec</b>	<b>0 /-</b>	<b>1454,36,329 /-</b>	
		<b>Grand Total :</b>			<b>166.1Dec</b>	<b>0 /-</b>	<b>1454,36,329 /-</b>	



**Land Lord Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>SBA Realtors Private Limited</b> Shanti Kunj, Shaktigarh, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc. District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No.:: AAxxxxxxBJ,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	<b>Eastern Heights</b> Khalpara, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc. District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No.:: AAxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Eastern Heights</b> Khalpara, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc. District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No.:: AAxxxxxx3A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature
1	<b>Mr Mrinal Agarwal (Presentant )</b> Son of Mr Naresh Kumar Agarwal S. F. Road, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc. District:-Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3F, Aadhaar No: 71xxxxxxxx4131 Status : Representative, Representative of : SBA Realtors Private Limited (as DIRECTOR)
2	<b>Mr Deepak Kumar Agarwal</b> Son of Late Shyam Sunder Agarwal Mahabirsthan, Siliguri Town, P.O:- Siliguri Town, P.S:- Siliguri, Siliguri Mc. District:-Darjeeling, West Bengal, India, PIN - 734004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx7D, Aadhaar No: 61xxxxxxxx1028 Status : Representative, Representative of : Eastern Heights (as PARTNER), Eastern Heights (as PARTNER)

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr Bikram Mohanta</b> Son of Mr N N Mohanta Suryanagar, Siliguri, P.O:- Rabindra Sarani, P.S:- Siliguri, Siliguri Mc. District:- Darjeeling, West Bengal, India, PIN - 734006			

Identifier Of Mr Mrinal Agarwal, Mr Deepak Kumar Agarwal

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	SBA Realtors Private Limited	Eastern Heights-15 Dec

**Transfer of property for L2**

Sl.No	From	To. with area (Name-Area)
1	SBA Realtors Private Limited	Eastern Heights-112 Dec

**Transfer of property for L3**

Sl.No	From	To. with area (Name-Area)
1	SBA Realtors Private Limited	Eastern Heights-13 Dec

**Transfer of property for L4**

Sl.No	From	To. with area (Name-Area)
1	SBA Realtors Private Limited	Eastern Heights-3 Dec

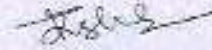
**Transfer of property for L5**

Sl.No	From	To. with area (Name-Area)
1	Eastern Heights	Eastern Heights-23.1 Dec

On 14-10-2020

**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 14,54,36,329/-



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

On 17-10-2020

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

Presented for registration at 20:25 hrs on 17-10-2020, at the Private residence by Mr Mrinal Agarwal ..

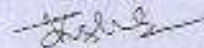
**Admission of Execution ( Under Section 58, W.B. Registration Rules, 1962 ) [Representative]**

Execution is admitted on 17-10-2020 by Mr Mrinal Agarwal, DIRECTOR, SBA Realtors Private Limited (Private Limited Company), Shanti Kunj, Shaktigarh, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005

Indetified by Mr Bikram Mohanta, ., Son of Mr N N Mohanta, Suryanagar, Siliguri, P.O: Rabindra Sarani, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Private Service

Execution is admitted on 17-10-2020 by Mr Deepak Kumar Agarwal, PARTNER, Eastern Heights (Partnership Firm), Khalpara, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005; PARTNER, Eastern Heights (Partnership Firm), Khalpara, Siliguri, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005

Indetified by Mr Bikram Mohanta, ., Son of Mr N N Mohanta, Suryanagar, Siliguri, P.O: Rabindra Sarani, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Private Service



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

On 02-11-2020

**Payment of Fees**

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/10/2020 10:01AM with Govt. Ref. No: 192020210115759751 on 14-10-2020, Amount Rs: 21/-, Bank: Oriental Bank of Commerce ( ORBC0100392), Ref. No. 78390993 on 14-10-2020, 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 by online = Rs 70,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/10/2020 10:01AM with Govt. Ref. No: 192020210115759751 on 14-10-2020, Amount Rs: 70,020/-, Bank: Oriental Bank of Commerce ( ORBC0100392), Ref. No. 78390993 on 14-10-2020, 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

**On 03-11-2020**

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

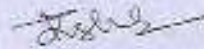
Admissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 (g) of Indian Stamp Act 1899.

**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/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs. 10/-
2. Stamp: Type: Impressed, Serial no 463, Amount: Rs. 5,000/-, Date of Purchase: 09/10/2020, Vendor name: Jayabrata Banik



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 116676 to 116715

being No 071104364 for the year 2020.



Digitally signed by TAPASH KANTI  
GHOSH

Date: 2020.11.09 11:53:41 +05:30

Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 2020/11/09 11:53:41 AM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)