

NON JUDICIAL STAMP

S: No. 1152	Dated15702	Pros
Sold To B.R.	Real Botate	Put. Ud.
Address	eG.	
Stamp Value of Rs		

(RITA CHAKI)
Stamp Vendor
Licence No . 347 / RM
A.U.S.R. Office, Baguogra
Darjeeling



1 9 FEB 2021

19 FEB W21



B.R.REAL ESTATE PVT LTD, [I.T. PAN: AADCB2220K], a Private Limited Company, Incorporated under the Companies Act 1956, bearing its Corporate Identity No. U70101WB2007PTC117799 2007·2008, dated 13.08.2007, having its registered Office at Neelkamal Plaza, Hill Cart Road, Siliguri, District Darjeeling, represented by one of its Director, SRI NISITH KUMAR AGARWAL, son of Late Bhimraj Agarwal, Hindu by Religion, Indian by Nationality, Resident of Punjabipara, P.O Hyderpara, P.S Bhaktinagar, District Jalpaiguri - hereinafter called the "LAND OWNER/FIRST PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its directors, executors, successors, representatives administrators and assigns) of the "ONE PART".

AND

PANCHNAI REAL ESTATE, [I.T. PAN: AAWFP2169H], a Partnership Firm having its Registered Office at Opp. Panchnai Enclave, Ambadhura, Salbari, P.O. Salbari, P.S. Pradhan Nagar, Dist Darjeeling, Represented by its Partners, 1. SRI CHIRAG AGARWAL, son of Sri Mohan Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. & P.S. Siliguri, District — Darjeeling & 2. SRI NISITH KUMAR AGARWAL, son of Late Bhimraj Agarwal, Hindu by Religion, Indian by Nationality, Resident of Punjabi para, P.O Hyderpara, P.S Bhaktinagar, District Jalpaiguri, hereinafter called the "DEVELOPER/SECOND PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors, representatives administrators and assigns) of the "OTHER PART".

WHEREAS above named First Party i.e. B.R. REAL ESTATE PVT LTD had purchased land measuring 0.53 Acres from Sri Ashok Prasad Sah and Sri Lalji Prasad Sah, both sons of Late Surjyanath Prasad Sah, by virtue of three Separate Registered Deeds of Conveyance, being document Nos. I- 7783, I- 7784 and I-7785, all for the year 2015 and the same were registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, in the District of Darjeeling.

Page 2 of 8





WHEREAS above named B.R.REAL ESTATE PVT LTD. had also purchased land measuring 0.02 Acres from Sri Ashok Prasad Sah and Sri Lalji Prasad Sah, both sons of Late Surjyanath Prasad Sah, by virtue of a Registered Deed of Conveyance, dated 05.08.2016, being document No. I- 5129, for the year 2016 and the same was registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, in the District of Darjeeling.

AND WHEREAS in the manners aforesaid the above named B.R. REAL ESTATE PVT LTD. became the owner of land measuring 0.55 Acres and the said land is fully described in Schedule below.

AND WHEREAS the First Party being interested in constructing a multistoried residential building on the land fully described in Schedule below approached the Second Party to construct a multistoried residential building on the said land and the Second Party has also agreed to the offer of the First Party to construct a multistoried residential building on the said land of the First Party on the following terms and conditions:

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

- 1. THAT the Second Party has examined the title and all documents of the Schedule property and has agreed to promote the said complex on the plot of land mentioned in the Schedule given herein below, as per plans, elevations, designs, drawings and specifications approved by the appropriate authority/ies at their own cost and shall for the identity of the building use appropriate nomenclature of its choice.
- THAT the Second Party will construct a Basement + Four i.e. Five storied residential building the plan prepared for which will be/is approved by the appropriate authority at their own cost.



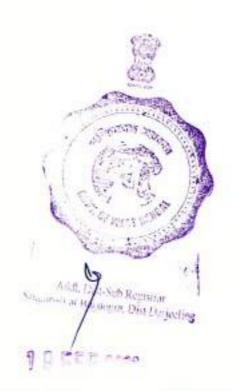




- THAT any modification in the plans, elevations, designs, drawings and specifications approved from the appropriate authority will be at the cost of the Second party.
- A: THAT the First Party undertakes to signify his consent to the plans, elevations, designs, drawings, specifications etc. as proposed by the Second party and to sign it and all other incidental and necessary papers for approval of the building plan.
- 5. That out of the total constructed area, the First party/Land owner is entitled to Sale proceeds of 6000 Sq.Ft. (super-built up area) in the said proposed building and the entire remaining sale proceeds of the saleable and usable portion in the said proposed building shall belong to the Developer/Second Party without any objection from the land owner.

Be it mentioned here that the Second Party shall sell the total constructed area in the said proposed building and receive the entire consideration money from the prospective purchasers and thereafter reimburse the Sale proceeds of 6000 Sq.Ft. (superbuilt up area) to the First Party.

- That the construction of the building shall be completed within 5 years from the date of sanctioning of the building plan by the appropriate authority.
- The electrical panel box for separate and common meter and the main line from the electric pole to the panel box shall be provided by the Second Party.
- 8. THAT the second party shall submit the L.U.C.C. of the proposed building to the appropriate authority for obtaining sanctioned building plan within one month from the date of execution of this agreement and shall complete construction & remit the entire consideration payable to the Land Owner against Land Owner's Allocation as stipulated above, within 5 Years from the date of approval of the building plan and the same may be extended for another six months due to some unavoidable







circumstances. The construction work of building will be started within one month after approval of the building plan subject to the fact that the Second Party is given vacant possession of the said land by the first Party on or before the date of sanctioning of the building plan.

- THAT the Second Party shall be entitled to realize and receive any advances, sale consideration, bains, salami, premium, rent, lease premium, lease rent or in other form from any party against sale, lease, tenancy, etc., in respect to the entire constructed/saleable Area.
- 10. THAT the First Party also undertake to execute a Irrevocable Registered Power of Attorney in favour of the second party for occupation, sale, gift, mortgage, let-out, lease-out, exchange or transfer/assign otherwise the entire constructed/saleable Area.
- 11. THAT the first parties apart from the power of attorney shall also execute all necessary papers and documents from time to time as may be required by the second party for construction of the said complex and transfer of the title with respect to the entire constructed/saleable Area., in favour of the second party or any person/s to the choice of the second party and the second party will sign as confirming party/developer in the said Deed of Transfer.
- 12. THAT all the cost of transfer of title, i.e., stamp duty, registration fee, etc. for transfer of the entire constructed/saleable Area shall be borne by the second party and/ or its nominee/s or intending purchaser/s.
- 13. THAT the parties of both the parts shall have impartible and proportionate share in the land on which the said complex will be constructed.
- 14. THAT the First Party shall handover the possession of the said property to the second party for the purpose of construction of the said complex and the second party shall use the said property for the purpose of construction. The Second Party may Page 5 of 8



1 9 FEB 2017



store the building materials as per requirement, keep the guard chowkidar or any other staff or may take other security measures.

- 15. THAT if at any time it is found that the said land described in the schedule is encumbered the first party will be liable to make it unencumbered at his own cost.
- 16. THAT all taxes and dues payable by the first party relating to the period prior to the execution of these presents/ commencement of the construction of the building shall be payable by the first party.
- THAT the taxes and other dues payable during the construction period shall be paid by the Second Party.
- 18. THAT both the parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gains, wealth tax, income tax and /or any other taxes that may arise due to the development of the property shall be borne by the parties in proportion to their share of revenue in the said complex.
- 19. THAT the second party shall construct the said complex at its own cost and engaging direct labourers or through the contractor/s of its choice as per approved plan and the second party shall construct the said complex in accordance with the rules and guidelines of the concerned appropriate authority and if any violation is made then the second party will be solemnly responsible.
- 20. THAT the First Party will not object and/or obstruct during construction. If the construction is stopped/ delayed due to failure on the part of the first party inspite of the second party's eagerness to complete the construction, the first party shall adequately compensate the second party and vice versa.
- THAT the second party may advertise in the media for sale and/or letting out the entire constructed/saleable Area in the said complex at its cost.







- 22. THAT in case of any dispute arising out of this agreement or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement or any other matter, it shall be first mutually decided with the collaboration of the third person and if the matter is not settled than either of the parties may approach the Court of Law.
- 23. That the First Party further agrees that nor the powers and authorities as given hereinabove to the Second Party neither the POWER OF ATTORNEY executed in favour of the Second Party can under any circumstances be rescind or cancelled during the pendency or continuance and till the time this agreement is in force.
- 24. That in case of any changes in Govt. rules, laws policies affecting the construction work, the effect shall be borne by both parties.
- That any further matter arising out of this Agreement which has not been specifically clarified, shall be mutually dealt with and decided.
- 26. That the parties are entitled to use Specific Performance of Contract against each other to execute the terms and conditions of this agreement.

SCHEDULE OF THE LAND

All that piece or parcel of vacant land measuring 0.55 Acres appertaining to and forming part of R.S Plot No. 424, LR Plot No. 375, recorded in Khatian No. 2/1(R.S.); 3696 (L.R.), within Mouza Panchnai, Pargana Patharghata, J.L. No. 27, P.S Matigara (now Pradhan Nagar), Dist. Darjeeling. The said land is situated within the limits of Gram Panchayat Area.

The said land is bounded and butted as follows:-

North ... Land of Biswakarma Real Build;

South ... 5.20 Mtr. road

East 5.10 Mtr. wide road and land of Nayan Rai;

West ... Land of B.R. Real Estate Pvt. Ltd.





IN WITNESSES WHEREOF the parties hereof have put their signatures on these presents on the day month and year first above written.

WITNESSES :

1.

Jagmohan Poddar, S/o Mr. Rohit Poddar,

Millanpally,

P.O. & P.S. Siliguri,

Dist- Darjeeling.

2

Aditya Agarwal,

S/o Mr. Kishan Kumar Agarwal,

Punjabi Para,

P.O. & P.S. Siliguri,

Dist- Darjeeling.

B. R. REAL ESTATE PVT. LTD.

...Director.

LAND OWNER/ FIRST PARTY

Panchnai Real Estate

Destant

Panchnai Real Estate

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DEVELOPER/ SECOND PARTY

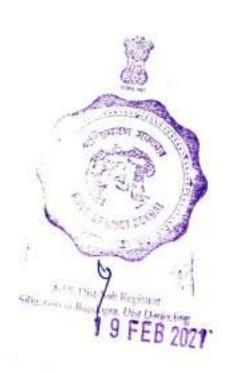
Drafted as per the instructions of the parties and explained the contents to them and printed in my chamber.

Advancate, Alliand

[DEBDIP DUTTA]

Advocate, Siliguri

Enrol. No. WB/762/ 2003



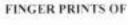


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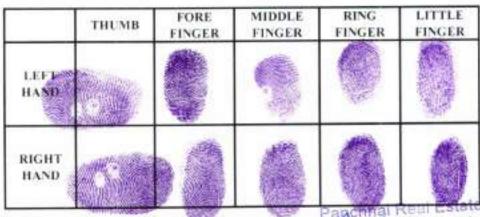
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RIGHT HAND					

SIGNATURE POLICIO



CHIRAG AGARWAL



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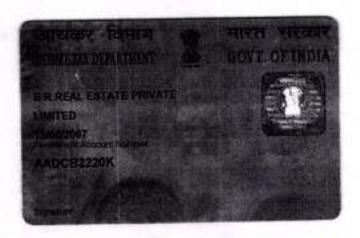
NISITH KUMAR AGARWAL

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LEFT HAND					
RIGHT HAND	4.7			Pancimal	

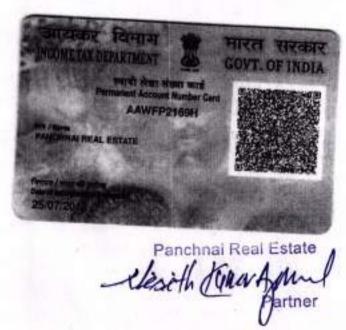
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Panchnai Real Estate

Partner



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STEEDY विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
CHIRAG AGARWAL
MOHAN KUMAR AGARWAL
13/07/1993
Permanent Account Number
BCAPA6169H
टिजार मुळाळी
Signature

Churcy Agornal.





भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India Government of India

Enrolment No.: 2017/00201/00693

To: Chirag Agarwal
SIO Mohan Kumar Agarwal
NARAYANI BHAWAN
27 SEVOKE ROAD
NEAR NANAK COMPLEX
SEVOKE ROAD
Silguri
Jalpaiguri
West Bengal 734001
Mobile 9749329160

Ref. No. 00000323-00164596-00187972-

आपका आधार क्रमांक / Your Aadhaar No. : 4302 1197 2680

आधार - आम आदमी का अधिकार



आधार - आम आदमी का अधिकार

Churcy Agarusel.





निर्देश

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाईन ऑयन्टीकेशन द्वारा प्राप्त करें।

INSTRUCTIONS

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.





मारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY DE INDIA

Address S/O Median Kumer Ageniesi, NARAYANI BHAWAN, 27 SEVOKE ROAD, NEAR MANAK COMPLEX, SEVOKE ROAD, Silguri, Jelpelguri, West Sengel, 734001









Major Information of the Deed

Deed No:	1-0403-01151/2021	Date of Registration	19/02/2021		
Query No / Year 0403-2000350925/2021		Office where deed is registered			
Query Date	16/02/2021 10:47:31 AM	0403-2000350925/2021			
Applicant Name, Address & Other Details	Debdip Dutta Nazrul Sarani, Ashrampara,Thana : Siliguri, Dist 9832025125, Status :Advocate	rict : Darjeeling, WEST BENG	AL, Mobile No.:		
Transaction		Additional Transaction	SANTER LA		
[0110] Sale, Development A agreement	Agreement or Construction				
Set Forth value	diameter and the second	Market Value	THE STATE OF THE S		
		Rs. 1,39,63,950/-			
Stampduty Paid(SD)	BACK OF BEEN BEEN AND	Registration Fee Paid	7 × 20 × 10 × 10		
Rs. 20,000/- (Article:48(g))		Rs. 7/- (Article:E)			
Remarks					

Land Details:

District: Darjeeling, P.S.- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Panchani, Jl No: 27, Pin Code: 734002

Sch No	Plot Number	Khatian Number	Land	Use	Area of Land		Market Value (In Rs.)	Other Details
-	LR-375 (RS :-)	LR-3696	Partnershi p Farm	Rupni	55 Dec			Width of Approach Road: 17 Ft.,
	Grand	Total:			55Dec	0 /-	139,63,950 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	B.R. Real Estate Pvt Ltd Hill Cart Road, Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: AAxxxxxx0K,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

Developer Details :

SI No	Name, Address, Photo, Finger print and Signature
1	Panchnai Real Estate Ambadhura, Salbari, P.O:- Salbari, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN - 734002, PAN No.:: AAxxxxxx9H,Aadhaar No Not Provided by UIDAI, Status::Organization, Executed by: Representative

Representative Details:

100	Name,Address,Photo,Finger	print and Signature		
1	Name	Photo	Finger Print	Signature
mily professional management of the con-	Mr Nisith Kumar Agarwal (Presentant) Son of Late Bhimraj Agarwal Date of Execution - 19/02/2021, , Admitted by: Self, Date of Admission: 19/02/2021, Place of Admission of Execution: Office	E Groot	THE PARTY OF THE P	Wash tow one
		Feb 19 2021 11:2EAM	LTI 19/02/2021	19/02/2021

Punjabi Para, P.O:- Haiderpara, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3G, Aadhaar No: 49xxxxxxxx2381 Status: Representative, Representative of: B.R. Real Estate Pvt Ltd (as Director)

Name	Photo	Finger Print	Signature
Mr Chirag Agarwal Son of Mr Mohan Kumar Agarwal Date of Execution - 19/02/2021, , Admitted by: Self, Date of Admission: 19/02/2021, Place of Admission of Execution: Office			Chrag Agend
	Feb 19 2021 11:29AM	LTI 19/02/2021	19/02/2021

Sevoke Road, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BCxxxxxx9H, Aadhaar No: 43xxxxxxxx2680 Status: Representative, Representative of: Panchnai Real Estate (as Partner)

3	Name	Photo	Finger Print	Signature
	Mr Nisith Kumar Agarwal Son of Late Bhimraj Agarwal Date of Execution - 19/02/2021, , Admitted by: Self, Date of Admission: 19/02/2021, Place of Admission of Execution: Office			short comond
		Feb 19 2021 11:28AM	LTI 19/02/2021	19/02/2021

Punjabi Para, P.O:- Haiderpara, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3G, Aadhaar No: 49xxxxxxxx2381 Status: Representative, Representative of: Panchnai Real Estate (as Partner)

Identifier Details:

Name	Photo	Finger Print	Signature
Mr Jagmohan Poddar Son of Mr Rohlt Poddar Milanpally, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005			agno hangassar

	19/02/2021	19/02/2021	19/02/2021	
Identifier Of Mr Nisith Kumar Agarwal,	Mr Chirag Agan	wal, Mr Nisith Kum	nar Agarwal	

Trans	fer of property for L1	
SI.No	From	To. with area (Name-Area)
1	B.R. Real Estate Pvt Ltd	Panchnai Real Estate-55 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Panchani, Jl No: 27, Pin Code: 734002

Sch.	Plot & Khatian	Details Of Land	Owner name in English
No	Number		as selected by Applicant
L1	LR Plot No:- 375, LR Khatian No:- 3696	Owner:B.R. REAL ESTATE ., Gurdian:DIRECTOR SUNIL KR. AGARWAL, Address:SEVOKE ROAD , Classification:लूबी, Area:0.55000000 Acre,	B.R. Real Estate Pvt Ltd

Endorsement For Deed Number: 1 - 040301151 / 2021

On 19-02-2021

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 10:55 hrs on 19-02-2021, at the Office of the A.D.S.R. BAGDOGRA by Mr Nisith Kumar Agarwal ,.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,39,63,950/-

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

Execution is admitted on 19-02-2021 by Mr Nisith Kumar Agarwal, Director, B.R. Real Estate Pvt Ltd (Private Limited Company), Hill Cart Road.

Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

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

Execution is admitted on 19-02-2021 by Mr Chirag Agarwal, Partner, Panchnai Real Estate (Partnership Firm), Ambadhura,

Salbari, P.O:- Salbari, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN - 734002

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

Execution is admitted on 19-02-2021 by Mr Nisith Kumar Agarwal, Partner, Panchnai Real Estate (Partnership Firm), Ambadhura,

Salbari, P.O:- Salbari, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN - 734002

Indetified by Mr Jagmohan Poddar, , , Son of Mr Rohit Poddar, Millanpally, 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 18/02/2021 12:44PM with Govt. Ref. No: 192020210229700588 on 18-02-2021, Amount Rs: 7/-, Bank: SBI EPay (SBIePay), Ref. No. 9153565790038 on 18-02-2021, 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: Court Fees, Amount: Rs.10/-

 Stamp: Type: Impressed, Serial no 1152, Amount: Rs.100/-, Date of Purchase: 15/02/2021, Vendor name: Rita Chaki Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 18/02/2021 12:44PM with Govt. Ref. No: 192020210229700588 on 18-02-2021, Amount Rs: 19,900/-, Bank: SBI EPay (SBIePay), Ref. No. 9153565790038 on 18-02-2021, Head of Account 0030-02-103-003-02

L___.

Yogen Tshering Bhutia ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2021, Page from 49079 to 49099
being No 040301151 for the year 2021.



Digitally signed by YOGEN TSHERING

Date: 2021.03.15 15:45:37 +05:30 Reason: Digital Signing of Deed.

lu.

(Yogen Tshering Bhutia) 2021/03/15 03:45:37 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA West Bengal.

(This document is digitally signed.)