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पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

AB 155472

9/11/8070

Sole Member

Panchnai Real Estate
PartnerPanchnai Real Estate
Partner**DEED OF DEVELOPMENT AGREEMENT**THIS INDENTURE IS MADE ON THIS THE 16th DAY OF
DECEMBER, TWO THOUSAND NINETEEN, AT SILIGURI.

~: BETWEEN

CERTIFYING THAT THE DOCUMENT IS SUBMITTED TO REGISTRATION.
THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENTAddl. District Sub-Registrar,
Siliguri-II of Bagdogra

Contd.....P/2

19 DEC 2019



JUDICIAL STAMP
 No. 1437 Date 11.1.19
Panchayat Neelabarti
1st
1st
 Value Rs. 100/- me in dady
Tammy 104
 Govt. Stamp Vendor
 Bagdogra
 Lic. No- 540/RM
 07 / Darjeeling



19 DEC 2019

Sheila Pradhan

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Panchnai Real Estate
Nisith Kumar Agarwal

Partner

Panchnai Real Estate
Chirag Agarwal

Partner

SMT. SHEILA PRADHAN, [I.T.PAN: AFZPP5449Q] Wife of Prakash Pradhan, Hindu by faith, Indian by nationality, Housewife by Occupation, resident of Udham Singh Sarani, Ashram para, P.O. & P.S. Siliguri, Dist. Darjeeling, 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. PANCHNAI REAL ESTATE, [I.T.PAN: AAWFP2169H] a partnership firm, having its office address at Ambadhura, Salbari, Opposite Panchnai Enclave, P.O. Sukna, P.S. Pradhan Nagar, Dist. Darjeeling, in the State of West Bengal, represented by its Partner **(1) SRI NISITH KUMAR AGARWAL**, Son of Late Bhimraj Agarwal, and **(2) SRI CHIRAG AGARWAL**, Son of Sri Mohan Kumar Agarwal, both of them are Hindu by religion, Indian by nationality, Business by Occupation, No.1 is resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, and No.2 is resident of Narayani Bhawan, 27 Sevoke Road, Near Nanak Complex, Sevoke Road, P.O. & P.S. Siliguri, Dist. Darjeeling, 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 the Owner/First Party hereto referred above has become the absolute owner in khas, actual and physical possession of all that 7 Katha 11 Chhattak or 0.127 Acre within Mouza Panchnai as described in the First Schedule below by way of purchase from Muhammad Toufique and Asgari Khatoon through a registered Deed of Conveyance registered at the office of the Addl. Dist. Sub-Registrar, Siliguri-II at Bagdogra being document No.1-01852 for the year 2003. And by virtue of aforesaid registered deed the Owner/First Party hereof has acquired permanent, heritable and transferable right, title and interest in the said land free from all encumbrances and charges whatsoever.

AND WHEREAS the Owner/First Party above named being desirous of constructing a multi storey 4 storied residential cum commercial building consisting several numbers of units i.e. residential Flats/units, shop premises, car parking, on ownership basis on the aforesaid land measuring 7 Katha 11 Chhattak or 0.127 Acre, as described in the First 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 said 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



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Panchnai Real Estate
Rishith Kumar Aggarwal
Partner

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Chirag Aggarwal
Partner

business, has agreed to develop and to construct a residential complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.

- A) The said premises i.e. the land measuring 7 Katha 11 Chhattak or 0.127 Acre as described in the First Schedule herein below is free from all encumbrance, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- B) 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. SHEILA PRADHAN, Wife of Prakash Pradhan, not only as owner but also as having whatsoever right, title or interest that it may have or have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the First Schedule hereunder written and also her heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said M/S. PANCHNAI REAL ESTATE, 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 7 Katha 11 Chhattak or 0.127 Acre more fully and particularly described in the First 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 concerned appropriate authority.
- 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 Karmacharya
Partner

Panchnai Real Estate
Chirag Agarwal
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:

That on completion of the proposed multi storey 4 storied residential cum commercial building in the aforesaid premises the Developer/Second Party shall provide to the Owner/First Party total Four Nos. of residential Flats which shall include:-

- One Flat at First floor being **Flat No. C-1** (Tenement No.3) having carpet area measuring 827 Sq.Ft. or equivalent to 1191 Sq. Ft. super built up area;
 - Two Flats at Second floor being **Flat No. A-2** (Tenement No.4) having carpet area measuring 653 Sq.Ft. or equivalent to 954 Sq. Ft. super built up area & **Flat No.B-2** (Tenement No.5) having carpet area measuring 723 Sq.Ft. or equivalent to 1049 Sq. Ft. super built up area;
 - One flat at Third floor being **Flat No. C-3** (Tenement No.9) having carpet area measuring about 827 Sq.Ft. or equivalent to 1191 Sq. Ft. super built up area;
- Together with 4 (Four) Nos. of car parking space at Ground floor and apart from that the Developer shall further provide 50% of the sale proceeds of the shop premises at Ground floor on completion of the said proposed project.

In addition to that the Owner/First Party shall be entitled to get from the Developer a sum of Rs. 10,00,000/- (Rupees Ten Lacs) only out of which Rs. 5,00,000/- (Rupees Five Lacs) only have been already paid by the Developer before execution of these presents and the remaining sum of Rs. 5,00,000/- (Rupees Five Lacs) only payable by the Developer to the Owner 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 storey residential cum commercial building including the flats, shops, car parking spaces/garages, etc. in the building to be constructed in the aforesaid premises by the Developer according to the sanctioned building



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Panchnai Real Estate
Anisith Kher Agmal
Partner

Panchnai Real Estate
Chirag Agmal
Partner

plan of appropriate authority, 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.
- 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 First 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 First Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispendences, 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 her.
- 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



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Panchnai Real Estate
Nisith Kumar
Partner

Panchnai Real Estate
Chirag Agarwal
Partner

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 owners and/or the Developer (through duly 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 M/S. PANCHNAI REAL ESTATE or in favour of any of its Partners/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 Panchayet Samiti 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 irrevocable 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 and as set out in the Second Schedule hereunder written. The new building/s shall be of residential 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 as stated in the Second Schedule hereunder 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 residential building in and



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Panchnai Real Estate
Shaili Kumar Aggarwal
Partner

Panchnai Real Estate
Chirag Aggarwal
Partner

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 owners 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 born and met by the Developer. It is hereby agreed between both the parties that only the cost incurred in the installation of Generator and Transformer will be borne by both the parties as per the ratio of allocation of flats/units between them.
- 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 Owners shall bear no responsibility in this context, provided that the owners 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 Panchayat 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 the 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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Panchnai Real Estate
Nikhil Kumar Agarwal

Panchnai Real Estate
Chirag Agarwal
Partner

- 9.4 The respective allottees/transferees including the Owners 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- OWNERS' OBLIGATIONS

- 10.1 The owner hereby agrees and covenants 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 agrees and covenants 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.
- 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.



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Panchnai Real Estate
Partner
Chirag Aggarwal

Panchnai Real Estate
Partner
Chirag Aggarwal

- 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 Owners' 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 **30 (Thirty)** 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 of the Developer in the course of construction. And if the Developer fails to hand over the Owner's allocation to the Owner/First Party within the said stipulated period in that case the Developer shall be under obligation to pay compensation/damages @ Rs. 30,000/- (Thirty Thousand) only per month to the Owner/First Party proportionately.

ARTICLE - XII- OWNERS' INDEMNITY

- 12.1 The owner hereby undertakes 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 undertakes 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.

ARTICLE XIII- DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertakes to keep the owners 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 owners 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.



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Panchnai Real Estate
Partner
Rishi Kumar

Panchnai Real Estate
Partner
Chirag

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 future if the Developer decide to construct a larger in size residential complex upon the said land by amalgamating few more adjoining plots of the said land as described in the First 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 residential complex 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 owners 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 Owners 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 to the owners 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 Owners 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 Owners, 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.



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Panchnai Real Estate
Chaitan Kumar Agarwal
Partner

Panchnai Real Estate
Chaitan Kumar Agarwal
Partner

- 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 Owners 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 That the Owner & Developers have mutually decided to name the new building complex to be constructed on the said premises as "**PANCHNAI DILDHAN APARTMENT**".

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 FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE PREMISES.

ALL THAT PIECE OR PARCEL of land measuring 7 Katha 11 Chhattak or 0.127 Acre, appertaining to and forming part of L.R. Plot No.373 corresponding to R.S. Plot No.259, recorded in Khatian No.2/1 (R.S.); 542 (present L.R.); 13/1 (Previous L.R.), within Mouza- Panchnai, J.L. No. 29 (old) 27 (New), under P.S. Matigara (now Pradhan Nagar), District Darjeeling.

The aforesaid land is butted and bounded as follows:

- | | | |
|----------|---|-------------------------------------|
| By North | : | 20 feet wide road; |
| By South | : | 16 feet wide road; |
| By East | : | Land of M/s. Techno Forms Pvt. Ltd. |
| By West | : | 16 feet wide road. |



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Panchnai Real Estate
Ching Agnew
Partner

Panchnai Real Estate
Ching Agnew
Partner

THE SECOND SCHEDULE REFERRED HEREINABOVE.

The details of fixtures, fittings, amenities, standard materials to be provided in the new building or buildings are as follows:

1. All structural concrete work like columns shaft foundation, tie beam, slab, lintel, chajja, will be of M 20 grade concrete 33 grade (or higher) cement and Fe 500 grade reinforcement bars (Fe 415 for 6 mm bars), will be used confirming to relevant I.S.I. Code. For PCC works lesser grade concrete (M 15) is to be used.
2. All outside and inside brick wall be of 125mm thick brick work with 1st class local brick in 1:6 cement mortar.
3. All outside and inside walls will be plastered with 12 mm thick. cement with 1:6 cement mortar.
4. All roof ceiling will be plastered with 6mm thick. Cement plastered with 1:4 cement mortar.
5. Marble & Tiles floors for all Rooms. Common Areas.
6. Marble/Tiles will be provided at Kitchen Floor, Granite Stone/Green Marble kitchen counter slab as cooking table, Glazed Tiles upto 2 ½' height above cooking slab, CP Cocks and Standard quality Stainless Steel Sink of size 22"x 16"x 8" in kitchen.
7. Standard Quality Hindustan or similar sanitary fitting and Glazed tiles up to door level/6 feet height in bathroom.
8. Door frame will be of 150mm x 62.5 mm sal wood section with M.S. clamp fitted at least 03 No.s in each side of frame.
9. All main entrance doors will be 32 mm thick wooden panel type. All other Doors will be flush doors or ply doors.
10. All inside water supply lines in toilet will be concealed type and G.I. pipes/PVC pipes and G.I. fittings. All external water supply lines, waste water lines and soil lines will be of approved grade P.V.C. pipes. All toilet plumbing fitting like bib cock, pillar cock, stop cock etc. will be C.P.
11. All inside electric wiring in the flats will be of concealed type with I.S.I. Grade Copper wire encased in PVC pipe and ISI grade switch gears.
12. All outside walls will be provided with decorative cement based paints.
13. All inside walls will be provided with lime punning or Plaster of Paris.
14. All Door frames, G.I. Pipes will be provided with 02 Coats of enamel paint over a coat of primer.



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,
 Vidyasagar Pally,
 P.O. & P.S. Siliguri,
 Dist- Darjeeling.
2. Aditya Agarwal
ADITYA AGARWAL
 S/o Sri. Kishan Kumar Agarwal
 Punjabi Para,
 P.O. & P.S. Siliguri,
 Dist- Darjeeling.

Shreya Poddar
(OWNER)

Panchnai Real Estate Panchnai Real Estate
Kishan Kumar Agarwal Chirag Agarwal
 Partner 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 16/12/19
 Advocate, Siliguri

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

FINGER PRINTS OF ___ SMT SHEILA PRADHAN



Sheila Pradhan

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

Sheila Pradhan
SIGNATURE

FINGER PRINTS OF ___ SRI NISITH KUMAR AGARWAL



Panchnai Real Estate
Nisith Kumar Agarwal
Partner

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

Panchnai Real Estate
Nisith Kumar Agarwal
Partner

FINGER PRINTS OF ___ SRI CHIRAG AGARWAL



Panchnai Real Estate
Chirag Agarwal
Partner

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

Panchnai Real Estate
SIGNATURE
Chirag Agarwal

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

SHEILA PRADHAN
KESHAB PRADHAN
04/04/1962
Permanent Account Number
AFZPP5449Q



Signature

Sheila Pradhan



काङ्ग्रेस निर्वाचन आयोग
भारत
ELECTION COMMISSION OF INDIA
IDENTITY CARD

WB/04/025/0690064



निर्वाचक नाम : श्रीमा प्रधान
Elector's Name : Shree Pradhan
पति नाम : प्रकाश प्रधान
Husband's Name : Prakash Pradhan
लिंग/Sex : फी
जन्म तिथि
Date of Birth : 25/04/1962

Shree Pradhan

WB/04/025/0690064

पता
उप-पोस्टा, पोस्टाई २२२, बंगाल, भारत
पिन- ७२१००१

Address
UCHAM SING SARAN, SILIGURI (M)
CORP L SILIGURI, DARJEELING-734001

[Signature]

Date: 19/06/2013

उप-पोस्टाई प्रमुख/उप-पोस्टाई प्रमुख - अधिकारी
काङ्ग्रेस निर्वाचन आयोग
Facsimile Signature of the Electoral
Registration Officer for
28-Siliguri Constituency

आपका निर्वाचन आयोग निर्वाचन आयोग के पास है। यदि आप इसे बदलना चाहते हैं, तो आपको इसे बदलना होगा।
In case of change of address, you have to change it with the Electoral Registration Officer. You have to change it with the Electoral Registration Officer.



भारत सरकार
GOVERNMENT OF INDIA

पंजीत नाम
Shreya Pradhan
जन्म तिथि / Year of Birth: 1992
लिंग / Gender



8890 2741 7421

आधार - साधारण मानुषेय अधिकार

Shreya Pradhan



भारतीय विशिष्ट पहिचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

पता:
W/O प्रमोद प्रधान, व/ओ प्रमोद -
मेडिकल स्टोर्स, गेजार्ज रोड, बर-
द्वीप, दार्जिलिंग, पश्चिम बंगाल
734001

Address:
W/O Pramod Pradhan, C/O
PRADHAN MEDICAL
STORES, GEORGE
MAHBERI ROAD, DIST.
DARJEELING, SILIGURI,
Sikkim, West Bengal 734001



1412

1412

1412

1412



Panchnai Real Estate
Alexith Kumar Agarwal
Partner

Panchnai Real Estate
Chirag Agarwal
Partner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

NISITH KUMAR AGARWAL
BHIM RAJ AGARWAL
12/01/1972
PAN: ACPAS183G

Nisith Kumar Agarwal
Signature



Nisith Kumar Agarwal

ভারত সরকার
Government of India



নিশিথ কুমার আগরওয়াল

Nisith Kumar Agarwal

পিতা : ভিমরাজ আগরওয়াল

Father : BHIMRAJ AGARWAL

জন্মতারিখ / DOB : 12/01/1972

পুরুষ / Male

Nisith Kumar Agarwal

4913 0922 2381





ভারতীয় বাণিজ্য পারচয় প্রাধিকরণ

Unique Identification Authority of India

ঠিকানা:

শ্যামা কুঁজ ওয়ার্ড ৪০, প্রনামি
স্কুল রোড লাস্ট, শিলিগুড়ি,
শিলিগুড়ি (পৌরসভা),
সেবকরোড, জলপাইগুড়ি, পশ্চিম
বঙ্গ, ৭৩৪০০১

Address:

shyama kunj ward number 40,
PRANAMI school road last,
SILIGURI, Siliguri (M.Corp.),
Sevoke Road, Jalpaiguri, West
Bengal, 734001

4913 0922 2381



1947

1800 300 1947



help@uidai.gov.in

WWW

www.uidai.gov.in

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

CHIRAG AGARWAL

MOHAN KUMAR AGARWAL

13/07/1993

Permanent Account Number

BCAPA6169H

Chirag Agarwal

Signature



05062012

Chirag Agarwal



भारतीय विशिष्ट पहचान प्राधिकरण

भारत सरकार

Unique Identification Authority of India
Government of India

Enrolment No.: 2017/00201/00693

To: Chirag Agarwal
S/O Mahan Kumar Agarwal
NARAYAN SHARMA
27 DEVOTE ROAD
NEAR NANA COMPLEX
DEVOTE ROAD
Sagar
Jaipur
West Bengal - 734001
Mobile: 9740229140

Date: 13/10/2011

Ref No: 00000373-00164596-00187972



UB 07428304 3 IN

आपका आधार क्रमांक / Your Aadhaar No. :

4302 1197 2680

आधार – आम आदमी का अधिकार



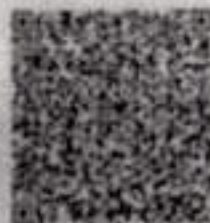
भारत सरकार

GOVERNMENT OF INDIA



Chirag Agarwal
Year of Birth : 1993
Male

4302 1197 2680



आधार – आम आदमी का अधिकार

Chirag Agarwal

भारतीय निर्वाचन आयोग
भारत
ELECTION COMMISSION OF INDIA
IDENTITY CARD

XEQ1483791



निर्वाचक नाम : जगन्नाथ पट्टी
Elector's Name : Jagannath Padhi
पिता का : जगन्नाथ पट्टी
Father's Name : Jagannath Padhi
लिंग/पैसा : पुरुष
Sex : M
जन्म तिथि : 10/02/1978
Date of Birth : 10/02/1978

XEQ1483791

धारा 10
निर्वाचक का पता (संख्या 108)
पता, पाली, सिलीगुरी-734005

Address:
VITYASAGAR PALLY, SILIGURI (M
CORP.), SILIGURI, DARJEELING-734005

[Handwritten Signature]

Date: 06/12/2011

25-सिलीगुरी निर्वाचक क्षेत्र के निर्वाचन अधिकारी का कार्यालय

Facsimile Signature of the Electoral
Registration Officer for
25-Siliguri Constituency

धारा 10 के तहत निर्वाचक को निर्वाचन अधिकारी को सूचित करने के लिए
निर्वाचक को निर्वाचन अधिकारी को सूचित करने के लिए
निर्वाचक को निर्वाचन अधिकारी को सूचित करने के लिए

In case of change in address mention the Card No.
on the relevant form for including your name in the
roll at the changed address and to obtain the
roll with same number.

Major Information of the Deed



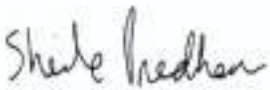
Deed No :	I-0403-07346/2019	Date of Registration	16/12/2019
Query No / Year	0403-0001918070/2019	Office where deed is registered	
Query Date	15/12/2019 10:21:36 AM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Debdip Dutta Nazrul Sarani, Ashrampara, Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 8927368550, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4311] Other than Immovable Property, Receipt [Rs : 10,00,000/-]	
Set Forth value		Market Value	
		Rs. 50,80,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 7,001/- (Article:48(g))		Rs. 10,007/- (Article:E, B)	
Remarks			

Land Details :

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

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-373	LR-452	Bastu	Rupni	0.127 Acre		50,80,000/-	Width of Approach Road: 20 Ft.,
Grand Total :					12.7Dec	0/-	50,80,000 /-	



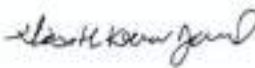


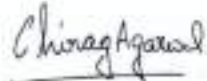
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt Sheila Pradhan Wife of Shri Prakash Pradhan Executed by: Self, Date of Execution: 16/12/2019 , Admitted by: Self, Date of Admission: 16/12/2019 ,Place : Office	Photo 	Finger Print 	Signature 
		16/12/2019	LT1 16/12/2019	16/12/2019
Udham Singh Sarani, Ashrampara, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AFZPP5449Q, Aadhaar No: 88xxxxxxxx7421, Status :Individual, Executed by: Self, Date of Execution: 16/12/2019 , Admitted by: Self, Date of Admission: 16/12/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Panchnai Real Estate Ambadhura, Salbari, Opposite Panchnai Enclave, P.O:- Salbari, P.S:- Matigara, District:-Darjeeling, West Bengal, India, PIN - 734002 , PAN No.:: AAWFP2169H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl 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 - 16/12/2019, , Admitted by: Self, Date of Admission: 16/12/2019, Place of Admission of Execution: Office				
Dec 16 2019 12:46PM		LTI 16/12/2019	16/12/2019	
Shyamakunj, Punjabipara, P.O:- Haidarpara, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACCPA8183G, Aadhaar No: 49xxxxxxxx2381 Status : Representative, Representative of : Panchnai Real Estate (as Partner)				
2	Name	Photo	Finger Print	Signature
Shri Chirag Agarwal (Presentant) Son of Shri Mohan Kumar Agarwal Date of Execution - 16/12/2019, , Admitted by: Self, Date of Admission: 16/12/2019, Place of Admission of Execution: Office				
Dec 16 2019 1:10PM		LTI 16/12/2019	16/12/2019	
Narayani Bhawan, 27, Sevoke Road, Near Nanak Complex, 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.: BCAPA6169H, Aadhaar No: 43xxxxxxxx2680 Status : Representative, Representative of : Panchnai Real Estate (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Jagmohan Poddar Son of Shri Rohit Poddar Vidyasagarpally, Khalsara, P.O:- Siliguri Bazar, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005			
16/12/2019	16/12/2019	16/12/2019	16/12/2019

Identifier Of Smt Sheila Pradhan, Shri Nisith Kumar Agarwal, Shri Chirag Agarwal

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Sheila Pradhan	Panchnai Real Estate-12.7 Dec

Land Details as per Land Record

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

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 373, LR Khatian No:- 452	Owner: শীলা প্রদান, Gurdian: প্রকাশ , Address: নিজ , Classification: রূপনী, Area: 0.12700000 Acre,	Smt Sheila Pradhan

Endorsement For Deed Number : I - 040307346 / 2019**On 16-12-2019****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 12:07 hrs on 16-12-2019, at the Office of the A.D.S.R. BAGDOGRA by Shri Chirag 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 50,80,000/-

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

Execution is admitted on 16/12/2019 by Smt Sheila Pradhan, Wife of Shri Prakash Pradhan, Udham Singh Sarani, Ashrampara, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife

Indetified by Shri Jagmohan Poddar, , Son of Shri Rohit Poddar, Vidyasagarpally, Khalpara, P.O: Siliguri Bazar, 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 16-12-2019 by Shri Nisith Kumar Agarwal, Partner, Panchnai Real Estate (Partnership Firm), Ambadhura, Salbari,

Opposite Panchnai Enclave, P.O:- Salbari, P.S:- Matigara, District:-Darjeeling, West Bengal, India, PIN - 734002

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

Execution is admitted on 16-12-2019 by Shri Chirag Agarwal, Partner, Panchnai Real Estate (Partnership Firm), Ambadhura, Salbari,

Opposite Panchnai Enclave, P.O:- Salbari, P.S:- Matigara, District:-Darjeeling, West Bengal, India, PIN - 734002

Indetified by Shri Jagmohan Poddar, , Son of Shri Rohit Poddar, Vidyasagarpally, Khalpara, P.O: Siliguri Bazar, 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 10,007/- (B = Rs 10,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 10,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/12/2019 9:53AM with Govt. Ref. No: 192019200120261501 on 16-12-2019, Amount Rs: 10,007/-, Bank:
Bank of Baroda (BARB0INDIAE), Ref. No. 125076495 on 16-12-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 7,001/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 6,901/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 1437, Amount: Rs.100/-, Date of Purchase: 11/01/2019, Vendor name: T Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 16/12/2019 9:53AM with Govt. Ref. No: 192019200120261501 on 16-12-2019, Amount Rs: 6,901/-, Bank:
Bank of Baroda (BARB0INDIAE), Ref. No. 125076495 on 16-12-2019, Head of Account 0030-02-103-003-02



Suraj Lepcha
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 0403-2019, Page from 170235 to 170263
being No 040307346 for the year 2019.



Suraj Lepcha

Digitally signed by SURAJ LEPCHA
Date: 2019.12.24 13:30:40 +05:30
Reason: Digital Signing of Deed.

(Suraj Lepcha) 2019/12/24 01:30:40 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)