

S-2829/18

S-2753/2018



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FARV. K. UDYOG LTD.

[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.

[Signature]
Director

THIS DEVELOPMENT AGREEMENT is made on this 16th day of July, Two Thousand and Eighteen.

B E T W E E N

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE PART OF THIS DOCUMENT.

[Signature]
ADDL. DIST. SUB-REGISTRAR
SILIGURI-III AT GHOSH PUKUR

11 8 JUL 2018

NON JUDICIAL STAMP

SL. NO. 992 DATE 12.07.18
NAME M/S V.K. Udyog Limited
OF Kolkata - 71
Rs. 5000/- RUPEES Five Thousand



[Signature]
SANJIT KUMAR ROY
Stamp Vendor
Siliguri Court
L. No. - 169RM/2015

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[Signature]
Addl. District Sub-Registrar
Siliguri-III at Ghosh Pukur

16 JUL 2018

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director


MESSRS V. K. UDYOG LIMITED, CIN: U51909WB1995PLC075722, PAN - **AABCV0316N**, a Company incorporated under the Companies Act, 1956, having its registered office at 5/2, Russel Street, 6th Floor, Poonam Building, Police Station Park Street, Kolkata - 700 071, represented by one of its Managing Director - **Mr. Roopchand Prasad**, PAN - **AFHPP8489A**, Son of Late Jatan Prasad, Hindu by religion, Business by Occupation, Indian by Nationality, residing at G.D. 349, Salt Lake, Sector 3, Bidhannagar (M), North 24 Parganas, Bidhannagar IB Market, West Bengal -700106, Authorised through Board Resolution dated 06th day of July, 2018 - hereinafter referred to as the "**OWNER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, acquirer or administrators, representatives and/or assigns) of the **ONE PART**.

AND

MESSRS GANGADHAR INFRACON PRIVATE LIMITED, CIN: U45100WB2008PTC121759, PAN - **AADCG0334P**, a Company incorporated under the Companies Act, 1956; having its registered office at KAPIL CENTER SEVOKE ROAD, SILIGURI WB 734001 IN, represented by one of its Director - **Mrs. Ranjana Agarwal**, PAN **ALSPA4933B**, Wife of Mr. Ajay Agarwal, Hindu by religion, Business by Occupation, Indian by Nationality, residing at Sevok Road, Prakash Nagar, Post Office Shalugara, Ward no. 42 of Siliguri Municipal Corporation, Police Station Bhaktinagar, District Jalpaiguri, within the State of West Bengal, PIN - 734008,

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

authorised through Board Resolution dated 15th June, 2018 - hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor, acquirer or administrators, and/or assigns) of the **SECOND PART**;

WHEREAS:

A. By virtue of a **Deed of Conveyance executed on 06.12.2004 and finally registered on 09.09.2005**, recorded in Book No. I , Volume No. 88, Pages from 299 to 302, being No. 3486 for the year 2005 at the office of the Additional District Sub-Registrar, Slg. II at Bagdogra, Darjeeling, made between Sri Phani Bhusan Ghosh therein referred to as the Vendor of the one part and Messrs V. K. Udyog Limited the Owners herein and therein referred to as the Purchaser of the other part, the said Messrs V. K. Udyog Ltd., the Owner herein is seized and possessed of or otherwise well and sufficiently entitled as the absolute Owner in respect of **All That** the piece and parcel of **Plot of Land** measuring about **1.36 acre** situated within Pargana Patharghata, Mouza Kalaram, P.S Phansidewa, Dist. Darjeeling, J.L No. 76, Khatian No, Hal 200/1, Plot No. 336, measuring 0.58 acre, Plot No 337 measuring 0.15 Acre, Plot No. 338 measuring 0.30 acre, Plot no 335 measuring 0.27 acre, Plot No. 340 measuring 0.06 acre, in five plots totaling an area measuring 1.36 acre.

AND

For V. K. UDYOG LTD,

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

Also by virtue of a **Deed of Conveyance executed on 22.11.2004 and finally registered on 09.09.2005**, recorded in Book No. I , Volume No. 88, Pages from 287 to 298, being No. 3485 for the year 2005 at the office of the Additional District Sub-Registrar, Siliguri- II at Bagdogra, Darjeeling, made between Smt. Santosh Devi Sharma, therein referred to as the Vendor of the one part and Messrs V. K. Udyog Limited the Owners herein and therein referred to as the Purchaser of the other part. The said Messrs V. K. Udyog Ltd., the Owner herein is seized and possessed of or otherwise well and sufficiently entitled as the absolute Owner in respect of **All That** the piece and parcel of **Plot of Land** measuring about **1.27 acre** situated within Pargana Patharghata, Mouza Kalaram, PS Phansidewa, Dist. Darjeeling, JL No. 76, Khatian No, Hal 200/2, plot no. 336 measuring 0.13 acre, Plot no. 337 measuring 0.78 acre and Plot No. 338 measuring 0.36 acre; more fully described in the **First Schedule** there under written as also described in the Schedule here under written (hereinafter referred to as the "**Subject Property**"), free from all encumbrances whatsoever.

B. Since purchase of the "Subject Property" by the Owner herein as aforesaid, the Owner herein mentioned has been in undisturbed, undivided possession of the "Subject Property". Order no. 85/ DLLRO/ DJ/11, dated 24/05/2011 of Government of West Bengal Office of the District Land & Land Reforms Office Darjeeling on conversion of the Subject Property from Agricultural Property to Warehouse.

For M. K. UDYOG LTD.



Managing Director

Gangadhar Infracon Pvt. Ltd.



Director

C. The Owner is "Subject Property" was desirous of developing the "Subject Property" by constructing multi-storied buildings for different purposes being residential, commercial or mixed uses by a developer. Thus, the owner has proposed the Developer to develop the "Subject Property" at their own cost in consideration of fixed revenue sharing between the parties on allocation and/ or sale of units so developed by the Developer on the Subject Property, under the terms and conditions detailed hereunder.

D. The Developer herein on the various representations made and assurances given by the Owner as hereafter recorded has agreed to undertake and carry out the development, marketing and sales of multiplex buildings/ units for residential/ commercial/ mixed purpose usage, upon the "Subject Property", at or for the consideration of fixed revenue sharing between the parties on allocation and/or sale of units so developed by the Developer on the Subject Property, under the terms and conditions detailed hereunder.

NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows:-

I. DEFINITIONS:

I - a). "THE ARCHITECTS" and Civil Engineers structure Engineers shall mean such Architect (s) and Engineer(s) who have

been or will be appointed by the Developer for designing, planning, drawing of Plan(s) for the construction of the residential, commercial or mixed use buildings/towers and to supervise the execution of the said plans and specifications in course of construction and erection of the proposed buildings/towers.

I - b). "DEVELOPMENT PROJECT": Shall mean obtaining all necessary permissions, approvals, NOCs from local bodies/ authorities to initiate and complete residential, commercial or mixed purpose buildings on the Subject Property as per the sanctioned plan that will be obtained by the Developer before starting the construction work, allocate, market and sale the same to whosoever is ready to buy such developed units at the highest price.

I - c). "SALEABLE SPACES" "UNIT"(s) shall mean the Flats, Apartments, Car Parking, Garage, Shops, Offices, Showrooms and or other independently usable portions of the proposed BUILDINGS/TOWERS including in the basement, if any which are intended to be and or capable of being independently and exclusively held, used, occupied and enjoyed by any person and shall include the open terraces, if any attached to any units and/or being independently sold.

I - d). "BUYERS" shall mean and include the intending Buyers/Transferees of units/spaces at the building complex.

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

I - e). "FORCE MAJEURE" shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, strike, lock out and other acts of god and also restriction imposed or prohibitory order and/or directions issued by the Court of competent jurisdiction, New Town authority, Central or State Government or any local body or statutory authority.

II. DATE OF COMMENCEMENT:

- A.** This Agreement shall be deemed to have commenced on and with effect from the date of execution of this Agreement and shall remain valid and binding for 4 (four) years from the date of the sanctioned plan; or on completion of the said Development Project, whichever happens earlier and is subject to other provisions of this Agreement.
- B.** However, the rights and obligations vis-a-vis the developed saleable units created at the time of termination of this Agreement shall survive termination of this Agreement and respective party shall be liable to fulfill its obligations so created. On termination of this Agreement by efflux of time, the Developer will exhaust all its development rights on the Subject Property and the Owner shall be free to assign the Development project to any third party or develop the same on its own without any requirement to obtain consent from the Developer for such development. The Developer shall have no rights over saleable units, after termination of this Agreement, developed by the Owner or any third party. However, on termination under this clause, the Developer shall be entitled to its percentage to

FOR V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

revenue share on all saleable units created/ developed by the Developer having a completion/ occupancy certificate by the Local Authorities as may be applicable as on the termination date.

- C.** The Developer shall obtain the sanctioned plan maximum within 9 (nine) months of execution of this Agreement subject to making all required title documentations related to the Subject Property readily available by the Owner, which are essential to obtain the Sanctioned plan. If the Developer is required to obtain any document/ certificate without which, the sanctioned plan cannot be obtained, then delay due to such documents processing are to be excluded for the purpose of calculating 9 (nine) months under this clause. On failing to obtain the sanction letter within 9 (nine) months; without any fault/ action/ inaction of the Owner; either party may terminate this Agreement by giving the other party a 30 (thirty) days' prior notice in writing. On such occasions, the entire interest free security deposit of Rs. 1 (one) Cr. to be refunded to the Developer within 30 (thirty) days' of termination notice by the Owner in consideration of simultaneously mutually registering a cancellation deed against this present Development Agreement and the Power of Attorney granted in favour of the Developer. On refusal to execute the cancellation deeds, the security amount shall stand forfeited in favour of the owner on expiry of 30 days' notice period.

For V. K. UDYOG LTD
[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.
[Signature]
Director

- D.** The construction work shall be completed within 3 (three) years of receiving the sanctioned plan. The developer shall have a right to obtain a grace period of 1(one) more year in excess to 3 (three) years, to complete the construction work. Provided, the Developer has completed at least 60 (sixty)% of the construction work at the time of obtaining the grace period to complete the Construction work of the Development Project as per the sanctioned plan within 3(three) years of receiving the sanctioned plan.
- E.** On non-completion of the construction work by expiry of the 1 (one) year's grace period, i.e., on expiry of 4 (four) years from the date of Sanctioned Plan; a penal amount of Rs. 5,00,000/- (Rupees Five lakhs) only per month will be payable by the Developer to the Owner till construction work stands concluded with effect from initiation of the grace period i.e., on expiry of the 3 (three) years from the date of sanctioned plan of the Subject Property. Such penalty amount may be adjusted with the interest free refundable security deposit entrusted with the owner. Thus, the grace period will become chargeable on non-completion of construction work within 4 (four) years from the date of sanctioned Plan of the Subject Property.

III. MUTUAL WARRANTIES & COVENANTS:

The Owner of the One Part and the Developer above named of the other part jointly and severally represent, warrant and covenant with each other as follows:

For M. K. UDYOG LTD.


Managing Director

Gangadhar Infracon Pvt. Ltd.


Director

III-a) They are competent as also authorised to enter into this Development agreement and to perform their respective obligations hereunder.

III-b) This Agreement constitutes valid, legally binding and enforceable obligation;

III-c) Both the Owner and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development, Marketing and Sale of the Developed Units on the Subject Property.

III-d) That in case any of the intending unit purchasers/holders/ Allottee and/or other persons commits any default or breach of his/her/their agreement for acquiring the built up space comprised in the Developed Project, then in such event the Developer shall be at liberty to terminate such agreement for and on behalf of itself and to deal with the space and rights of such defaulting purchaser in such manner as the Developer may deem fit and proper.

III-e) That no unit in the Developed Project will be allotted/ sale in deviation with the market price to any related third party by the Developer without obtaining informed written consent from the Owner regarding each such allocations/ sale.

F. V. K. UDYOG LTD.
[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.
[Signature]
Director

III-f) That an unit in the Developed project can be allotted or sold at a lower rate than the market rate only after obtaining express written consent from the Owner.

III-g) The Owner shall have the first right to refusal in case of a distress sale i.e., the Owner will have the first right to buy back/acquire the saleable units in case of a distress sale of the units of the Developed Project and on refusal by the Owner to buy back the units at a much lower price than the market rate, the Developer will be able to sale the units to any third party.

IV. OWNER'S REPRESENTATIONS: The Owner declares and confirms to have made the under-mentioned various representations and assurances to the Developer.

IV-a) The Owner is the sole and absolute Owner in respect of the "Subject Property", more fully described in the First Schedule hereunder written and that the Owner has been and is in vacant and peaceful possession of the "Subject Property".

IV-b) The "Subject Property" is free from all encumbrances, mortgages, charges, liens, lispens, claims, demands, liabilities, acquisitions, requisitions, alignments, attachments, leases, tenancies, debutter, trusts and waqf whatsoever.

F.F.V. K. UDYOG LTP.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

- IV-c) The Owner has full power and absolute authority to enter into the instant Development Agreement as also to entrust to the Developer the development of the "Subject Property" and construction of the proposed commercial building complex and the same for sale or otherwise disposal of the units thereof in favour of the intending buyers and that there are no bar or restrain order of any Court of Law nor any other impediment for the Owner to entrust the development of the "Subject Property" to the Developer as per the terms herein recorded.
- IV-d) The Owner has not entered into any Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "Subject Property" or any development thereon.
- IV-e) The Land revenue and all other rates, taxes and outgoings whatsoever on account and in respect of the "Subject Property" have been paid by the Owner and that in case any amount being found to be lawfully due and payable on account of such rates and taxes, for the period up to the date of this Agreement , the Owner herein shall pay the same and in this regard the Developer herein shall also be at liberty to pay the same in the name and on behalf of the Owner, subject to term that the Owner shall pay and/or reimburse the same to the Developer if incurred after execution of this Agreement.

For V. K. UDYOG LTD.
V. K. Udyog Ltd.
Managing Director

Gangadhar Infracon Pvt. Ltd.
Ranjana Agarwal
Director

- IV-f) The "Subject Property" is not affected by any acquisition or requisition proceeding nor the same is subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may affect the "Subject Property" and/or the development thereof.
- IV-g) The "Subject Property" is not adversely affected by the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976 and/or the West Bengal Town & Country (Planning & Development) Act.
- IV-h) Simultaneously on the event of execution of this Agreement mutually by and between the Owner and Developer, the Owner shall hand over possession of the "Subject Property" to the Developer for carrying out the development work. Whereas, such handover of possession of the Subject Property, from the Owner to Developer shall be document by execution of a memorandum of possession between both the parties.
- IV-i) That in case, if in future any dispute is found, which existed at the time of taking handover of possession by the second party, or arises after the possession hand over to the second party without any fault or involvement of the second party, in relation to the Subject Property then in such case the First Party hereof shall

For V. K. UDYOG LTD.

[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.

[Signature]
Director

be liable to clear of the title within 6(Six) Months from the date of occurrences of the dispute and if they fails to do so the developers hereof shall be at liberty to rescind this agreement and in such event the First Party/Owner shall be bound to refund the entire amount of Security Deposit, expenses incurred till date along with interest within One Month and the amount of compensation to be decided by the arbitrator.

IV-j) However, any encumbrances created after possession handover by the second party or otherwise, due to any negligence or look over by the second party, without any involvement or fault of the first party, then it shall be the obligation of the Second Party to clear the encumbrances within 6 months of discovery of the encumbrances by the First Party. The First party shall be entitled to rescind this Agreement and forfeit the Security deposits in an event of unjustified encumbrance created by the Developer, outside the scope of this Agreement on the Subject Property by giving a 30 days prior notice to the Developer for gross breach of this Agreement.

V. DEVELOPER'S REPRESENTATIONS:

V - a). The Developer has sufficient knowledge and expertise in the matter of development of immovable properties, construction of new buildings etc.

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

- V - b). The Developer has sufficient means of necessary finance as may be required for carrying out the development of the "Subject Property".
- V - c). The Developer has accepted the offer to develop the Subject Property and undertake all necessary actions to initiate and complete the Development including but not limited obtaining a sanction of Building Plan, Permission from local relevant local authorities, Land Conversion, Fire NOC, Water test, Electricity connection for construction of the residential/ commercial/ mixed purpose buildings at or upon the Subject Property at its own cost.
- V - d). The Developer shall carry out and complete the development in respect of the "Subject Property" and/or construction of the said building complex, strictly in accordance with the sanctioned Plan and the same in conformity of the Building Rules and Regulations prescribed and/or framed by appropriate local authorities.
- V - e). The Developer shall complete the construction of the entire Property as per the sanctioned plan and the same at its own costs and shall create adequate provisions for common amenities and facilities as it may deem fit.

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

VI. DEVELOPER'S OBLIGATIONS/COVENANTS:

- VI - a). The Developer herein shall be responsible to arrange from its own sources all necessary finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out the development of the "Subject Property" and/or Completion of the **Development Project** and in this respect, the Owner shall not in any manner be liable or responsible.
- VI - b). The Developer shall not require the Owner to provide finance for the project and/or to pay the costs of completion of the Development Project.
- VI - c). All required permissions, clearances, approvals and No Objections shall be obtained by the Developer in the name and on behalf of the Owner and in this regard, the Owner hereby irrevocably authorize and empower the Developer and further agree to grant Power of Attorney in favour of the Developer and/or its nominees as may from time to time be required by the Developer.
- VI - d). The development of the "Subject Property" shall be made complete in all respect including installation of lift, tube - well, electrical connection and fittings, water pumps, municipal water, sewerage and drainage connections, plumbing and sanitary

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

fittings as also overhead and underground water reservoirs. All the units in the said commercial building complex shall be made habitable fitted with necessary electrical and sanitary fittings and fixtures.

- VI - e). The Developer shall carry out and/or complete the said development work and/or construction of the said commercial building complex by use of standard quality building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the Fourth Schedule hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said commercial building complex, the Developer shall use the steel and cement strictly as per the specifications, sizes and quality as may be recommended by the Architect. It is made clear that no sub-standard material shall be used for completing the construction of the said commercial building complex.
- VI - f). The Developer herein shall solely be responsible for the structural stability of the buildings/ units of the Developed Project and for the soundness of the construction and be liable for all claims and actions, which may arise due to any compromise with general standards/ practices or use of material/ technology, or violation of the building Rules and the Rules and Regulation of the local authority.

For M. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

- VI - g). The Developer shall keep the Owner indemnified and harmless against all third-party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to development of the Project on the Subject Property.
- VI - h). The Developer shall at its own costs duly apply for and obtain electricity, water, sewerage and drainage connections at the building complex and shall also obtain necessary occupation certificate from the local Authority and other concerned authority.
- VI - i). The Developer herein shall, on and from the date hereof, be in charge and possession of the "Subject Property" and be responsible for the safety and security thereof. Accordingly, the Developer shall at its own costs post Durwans and guards and make all required arrangements for the safety and security of the "Subject Property".
- VI - j). It shall be the obligation of the Developer to make the project marketable and allocate or sale the units to third party buyers. Process all documents for such allocations and sale at its own cost.
- VI - k). It shall be the obligation of the developer to share a copy of all Permissions, NOCs, Local Authority communications promptly with the owner.

For M. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

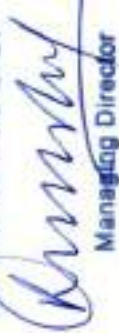
Director

- VI - l). That Developer shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses and keep the Owner indemnified from all such claims/ costs.
- VI - m). The Developer Shall be liable to disclose and share all project related documents, data of any nature. whenever requested for the same by the Owner.
- VI - n). The Developer shall assist the Owner or any of its representatives for physical inspection of the Project site, its quality and progress at any time it may be requested by the Owner without any requirement of prior notice.

VII. OWNER'S OBLIGATIONS/COVENANTS:

- a. The Owner herein shall bear and pay the Land Revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "Subject Property" for the period up to the date this Agreement.
- b. The Owner shall from time to time grant Power of Attorney in favour of the Developer or its nominees authorizing and empowering *him/them/it* to represent the Owner before all or any

For V. K. UDYOG LTD.


Managing Director

Gangadhar Infracon Pvt. Ltd.


Director

of the government authorities and/or departments including municipality and also to do all acts, deeds, matters and things for the development of the "Subject Property" and construction of the building complex.

- c. Pending the carrying out of development of the "Subject Property" and/or construction of the proposed building complex, the Owner herein shall not in any manner encumber, sell or otherwise deal with the "Subject Property" nor part with possession of the "Subject Property", in any manner whatsoever.
- d. That the Owner/first party agree and covenant with the Developer/second party not to cause any interference or hindrance in the Development Project on the Subject Property by the Developer and not to do any act deed or thing whereby the rights of the Developer hereunder may be affected or the Developer are prevented from making or proceeding with the construction of the Buildings or selling or otherwise transferring the Developer's Allocation and in case the Owners do so, then the Owners shall be liable to indemnify and keep saved harmless and indemnified the Developer from and against all losses damages costs claims demands consequences suffered or likely to be suffered by the Developer thereby or by reason thereof.

For V. K. UDYOG LTD.
[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.
[Signature]
Director


VIII. CONSTRUCTION WORK:

- a. The construction of the Project shall be strictly as per the rules, regulations and bye laws framed by Local Authority as also the Building Rules of 2009 and the same strictly in accordance with the sanctioned plan. In this respect, the Developer shall keep the Owner absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said buildings and/or the said development work being in deviation from the sanctioned plan and/or in violation of the Building Rules and/or the Rules, regulations and bye-laws framed by the Local Authority.

- b. The Developer herein shall be entitled to appoint and employ such masons, mistries, managers, supervisors and other employees for carrying out the said development work and/or construction of the said building complex as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said Development Project and in this respect, the Owner shall not in any manner be responsible and shall stand indemnified by the Developer if made party to any breach, claims etc. regarding any of such appointments.

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

- c. The Developer herein shall at its discretion retain and appoint such Architect, Engineer and Contractor for carrying out of the said development work and/or construction of the building complex, as the Developer shall think proper. The Developer herein shall however solely be responsible for payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be appointed by the Developer and in this respect the Owner shall not in any manner be responsible.
- d. The works of development of the "Subject Property" and/or by the Developer shall be by use of best quality building materials and the same as per the recommendations of the Architects.
- e. All costs charges and expenses for and on account of the carrying out and/or completing the development of the "said Property" and/or construction of the building complex shall be paid, incurred, borne and discharged by the Developer and in this respect, the Owner shall not in any manner be liable or responsible.

IX. MARKETING AND SALE OF PROJECT:

- a. The Developer shall be entitled to and responsible to cause required publicity for marketing and sales of the project of the said building complex including the several units and other saleable spaces thereof and the same would be caused by the

FOR: K. UDYOG LTD.
[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.
[Signature]
Director

Developer in such manner as they shall think proper at its absolute discretion.

- b. The entire costs and expenses of making publicity and marketing of the Project shall be incurred and paid by the Developer.
- c. The Developer may retain and appoint suitable advertisement agency, brokers and sales agents for causing the publicity, marketing and sales of the Project and/or of the Units and saleable spaces thereof and the same at such remuneration, brokerage and/or commission and terms as the Developer at its sole discretion think proper and the same shall be borne by the Developer.

X. SECURITY DEPOSIT:

- a. That the second party shall deposit an interest free refundable security deposit to the tune of Rs. 2,00,00,000/- (Rupees Two Crores) only with the First party, the said security deposit shall be paid and deposited with the first party in the manner herein below:
- b. A sum of Rs. 100,00,000/- (Rupees One Crore) only will be paid by the Developer to the Owner, at the time of execution of this Development Agreement and a further sum of Rs. 1,00,00,000/- (Rupees One Crore) only will be paid by the

For. V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

Developer to the Owner within 10 calendar days of the Plan Sanction date.

- c. That the aforesaid security deposit shall be returned/refunded by the Owner to the Developer in four equal installments i.e., an amount of Rs. 50,00,000/- (Rupees Fifty Lakh) only to be refunded by the Owner to the Developer on sale of each 25% of the total saleable units of the project, within 10 days of receipt of refund notice from the Developer. All such notices shall clearly state the units that are being considered as 25% of the total project.

Interest free Security deposit refund schedule:

% of units sold of the Project	Amount of security deposit to be refunded
25%	1/4 th of the security deposit
50%	1/4 th of the security deposit
75%	1/4 th of the security deposit
100%	1/4 th of the security deposit
Total amount refunded on complete sale of the Project = 2 Cr., on completion of the project within 4 (four) years from the plan sanction date.	

- d. **Cancellation of the Agreement and forfeiture of Security Deposit:** That in the event if the Developer fails to start the

For V. K. UDYOG LTD.
[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.
[Signature]
Director

construction work within 9 months of receipt of the Sanctioned Plan, then the Owner at its desire can terminate this presents Agreement and shall forfeit Rs. 100,00,000/- (Rupees One Crore) only and shall return the balance amount of Rs. 100,00,000/- (Rupees One Crore) only, but the first party shall not be entitled to terminate these agreements if the delay in starting the construction within the stipulated period is due to the Force Majors and/or any clearance and approval in relation to the construction on the Subject Property. Force Majeure shall include earthquake, fire, natural calamity, famine, floods, government orders, notifications, suits, litigations or any other acts of God which is beyond the control of the Second Party; or also due to any act or delay of any nature on the part of the first party of these presents.

- e. That in case cancellation/determination of this Agreement due to non-performance of the Developer under this clause shall be concluded on refund of the security deposit of Rs. 100,00,000/- (Rupees One Crore) only from the Owner to the Developer.
- f. However, refund of the Security Deposit to the Developer shall be with Interest at 4% per annum, if the non -performance of the Developer or termination of this Development Agreement is a result of any act or omission, whether negligence, intentional or on any material breach on the part of the Owner.

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

XI. CONSIDERATION:

In consideration of the premises and in consideration of the Owner appointing the Developer as the Builder/Developer and further allowing the Developer to commercially exploit the "Subject Property" and to develop the same, at the Developer's cost from the scratch till obtaining occupation, completion certificate for the saleable units and completion of the actual sale through execution of the conveyance deeds through registration; the Developer shall be entitled to 66% of the revenue as and when received from a buyer/allottee against an allotment Agreement/ sale deed executed against any saleable unit(s). The Owner shall be entitled to 34% of the revenue as and when received from a buyer/allottee against an Allotment Agreement/ Sale Deed executed against any saleable unit(s).

XII. RATES, TAXES AND MAINTENANCE:

- a. The Owner herein shall bear and pay the land revenue, Municipal taxes and all other rates taxes and outgoings whatsoever concerning or relating to the "Subject Property" for the period up to the date of this Agreement.
- b. On and from the date of this Agreement and till the completion of construction of the said building complex as also issuance of the completion certificate by the Local Authority and other concerned authority and also the Developer making over the units and spaces of the building complex to the buyers, the Developer herein shall bear and pay the land revenue as also the Municipal taxes and other rates

For M. K. UDYOG LTD.

[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.

[Signature]
Director

taxes and outgoings whatsoever concerning or relating to the "Subject Property" and/or the said land and/or the building complex(s) developed thereon.

- c. On and from the date of completion of construction of the said building complex, the Developer shall be responsible to look after, manage and administer the day to day maintenance of the building complex as also maintenance of the common parts, areas, amenities and facilities at the building till the formation of an Association/Syndicate or incorporation of a Company for the purpose.
- d. After the completion of the construction of the said building complex, the Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining the common facilities, common areas and amenities at the said building complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/ Syndicate/ Company.
- e. The Developer shall solely bear the works contract and the costs on account thereof.

XIII. SALE OF THE UNITS:

- a. That each saleable unit shall be allotted and/or sold by the Developer by execution of an Allotment Agreement and/ or Conveyance Deed as applicable, whereas both the owner and

F.F.Y. K. UDYOG LTD.
F.K. Udyog
Managing Director

Gangadhar Infracon Pvt. Ltd.
Ranjana Gaurwal
Director

Developer shall be a party to all such Agreements or only the Developer shall execute all such Allotment/ Conveyance Deeds as Power of Attorney Holder as it may be decided between the parties from time to time.

- b. The Owner shall not object or unnecessarily delay in execution of any Allotment / Conveyance Deed except for a reason of the unit being sold at an exceptional low rate than the prevailing market rate. The Owner shall be liable to make good all losses, due to loss of prospects/ buyers due to inaction or inappropriate actions of the Owner.
- c. A joint escrow Account to be created for this Development Project between the Owner and Developer and all amount receivable from an allottee/ buyer to be received in this jointly operated escrow account only. Such Bank account to be clearly mentioned in marketing materials/ Allotment Agreement/ Offer Letter for promotion purposes whenever necessary. Receipt of any amount except for this escrow account, for sale or allocation of any saleable unit developed to be developed, to be considered as a gross violation of this Agreement and the breaching party shall be liable to refund any such amount received outside of the escrow account in totality to the other party with applicable interest rate. On a periodical manner 15/ 30 days interval all amounts received

Faf V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

in such escrow account to be distributed between the parties according to the revenue sharing ratio.

XIV. INDEMNITY:

- a. The Owner shall keep the Developer indemnified against claim/suit/charges due to any defect on the title of the Subject Property created without any fault / omission on behalf of the Developer.
- b. The Developer shall keep the owner unlimitedly indemnified against any claim/ suit/ charges on quality and durability of the multiplex(s) or saleable units or any part thereof constructed by the Developer on the Subject Property.

XV. DOCUMENTATION:

- a. All agreements, contracts, deeds, documents for allotment and or sale or otherwise disposal of the units at the building complex shall be identical containing the similar terms and conditions as may be mutually approved by both the Developer and the Owner.
- b. All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale and/or disposal of the units

For V. K. UDYOG LTD.


Managing Director

Gangadhar Infracon Pvt. Ltd.


Director

and other spaces of the building complex shall be prepared by mutually.

XVI. CONFIDENTIALITY:

The parties hereto and each of them and their staff and employees shall keep confidential this Agreement as also the terms herein recorded and further the information which they may acquire in relation to the Development of the "Subject Property" contemplated by this Agreement and shall not disclose the same to outsiders unless required in furtherance of the rights and obligations under this Agreement or due to compliance requirements.

XVII. ENTIRE AGREEMENT:

- a. This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or in writing with regard to the subject matter hereof.
- b. This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "Subject Property" shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

For Y. K. UDYOG LTD.
Y. K. Udyog
Managing Director

Gangadhar Infracon Pvt. Ltd.
Ranjana Agarwal
Director

XVIII. AMENDMENTS:

No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties. An amendment of this Agreement has to be signed by both the parties and registered.

SEVERABILITY:

If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

XIX. ARBITRATION AND CONCILIATION:

- a. In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.
- b. In the event the parties hereto being not able to amicably clear by the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences as provided hereinabove,

For V. K. UDYOG LTD.

Managing Director

Gangadhar Infracon Pvt. Ltd.

Director

all disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, the same shall be referred to the sole Arbitrator to be nominated mutually by the parties for final adjudication as per the provisions of the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall have summary power and need not record the reasons and further be at liberty to make interim awards. However, if appointment of the sole arbitrator cannot be reached mutually, then the parties will be at liberty to choose one arbitrator each. The arbitrators so appointed shall thereafter choose a third arbitrator being the umpire. The decision of the arbitrators shall be final and binding on both the parties.

- c. **LANGUAGE AND APPLICABLE LAW:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

XX. JURISDICTION:

The Courts at Siliguri shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or arising out of this Agreement.

For V. K. UDYOG LTD.
[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.
[Signature]
Director

XXI. NOTICE:

Except as otherwise expressly provided herein, all notices and other communications provided for hereunder shall be (i) in writing (including electronic mails) to a Party hereto at its address and contact number specified below, or at such other address and contact number as is designated by such Party in a written notice to the other Party hereto.

The address for service of the Owner shall be:

M/S.	V. K. Udyog Limited
Address:	5/2, Russel Street, 6 th Floor, Poonam Building, Police Station Park Street, Kolkata-700 071
E-mail:	

The address for service of notice to the Developer shall be:

M/S.	GANGADHAR INFRACON PRIVATE LIMITED
Address:	KAPIL CENTER SEVOKE ROAD, SILIGURI WB 734001
E-mail:	Ajay18agarwal@yahoo.co.in

All such notices and communications shall be effective if sent by person, by courier, post, electronic mail.

THEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

(FIRST PARTY)

For **V. K. UDYOG LTD.**



Managing Director

Name: Roopchand Prasad
Managing Director

(SECOND PARTY)

Gangadhar Infracon Pvt. Ltd.



Director

Name: Ranjana Agarwal
Director

First and Second Party Signed & Sealed in presence of:

Witness one: 

Name : **SUBHAM BARMAN**

Govt. ID No. **BZPPB7338K**

For V. K. UDYOG LTD.

[Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.

[Signature]
Director

Witness Two: Subhash Acharjee
Name : SUBHASH ACHARJEE
Govt. ID No. ALAPA5539A

Schedule A

of **All That** the piece and parcel of **Plot of Land** measuring about **1.36 acre** situated within Pargana Patharghata, Mouza Kalaram, P.S Phansidewa, Dist. Darjeeling, J.L No. 76, Khatlan No, Hal 200/1, Plot no. 336, measuring 0.58 acre, Plot No 337 measuring 0.15 Acre, Plot no 338 measuring 0.30 acre, Plot no 335 measuring 0.27 acre, Plot No. 340 measuring 0.06 acre, in five plots totaling an area measuring 1.36 acre (Comprised in Deed No. I- 3486 for the year 2005) and

Boundary of the Land :

On the North : Land of Dinesh Ghosh and others.

On the South : Land of V. K. Udyog Ltd.

On the East : P.W.D Land & Further East P.W.D Road (30 Feet).

On the East : Land of Ranidanga Mouza.

All That the piece and parcel of **Plot of Land** measuring about **1.27 acre** situated within Pargana Patharghata, Mouza Kalaram, PS Phansidewa, Dist. Darjeeling, JL No. 76, Khatlan No, Hal 200/2, plot no. 336 measuring 0.13 acre, Plot no. 337 measuring 0.78 acre and Plot No. 338 measuring 0.36 acre (Comprised in Deed No. I- 3485 for the year 2005).

Boundary of the Land :

On the North : Land of V. K. Udyog Ltd.

On the South : Land of Haripada Mandal and others.

On the East : P.W.D Land & Further East P.W.D Road (30 Feet).

On the East : Land of Ranidanga Mouza.

Schedule B

Receipt of Rs. 1,00,00,000/- (Rupees One Crore) only in Cheque bearing No. 766623 dated 12.07.2018 drawn on Corporation Bank, Siliguri Branch, Siliguri.

List of Documents:

1. Company Pan (both parties)
2. Residential Govt. Photo ID Proof of Signing Director (Both Parties)
3. Pan of signing Director (Both Parties)
4. Board Resolutions authorizing the signatory (both parties)
5. Incorporation documents (both Parties)
6. Title Deed (V.K. Udyog Ltd.)
7. Possession Letter
8. Allotment letter
9. Mutation Certificate
10. Tax certificates

The said land as sketched in the site plan enclosed herewith forms part of these present.

For V. K. UDYOG LTD.

[Handwritten Signature]
Managing Director

Gangadhar Infracon Pvt. Ltd.

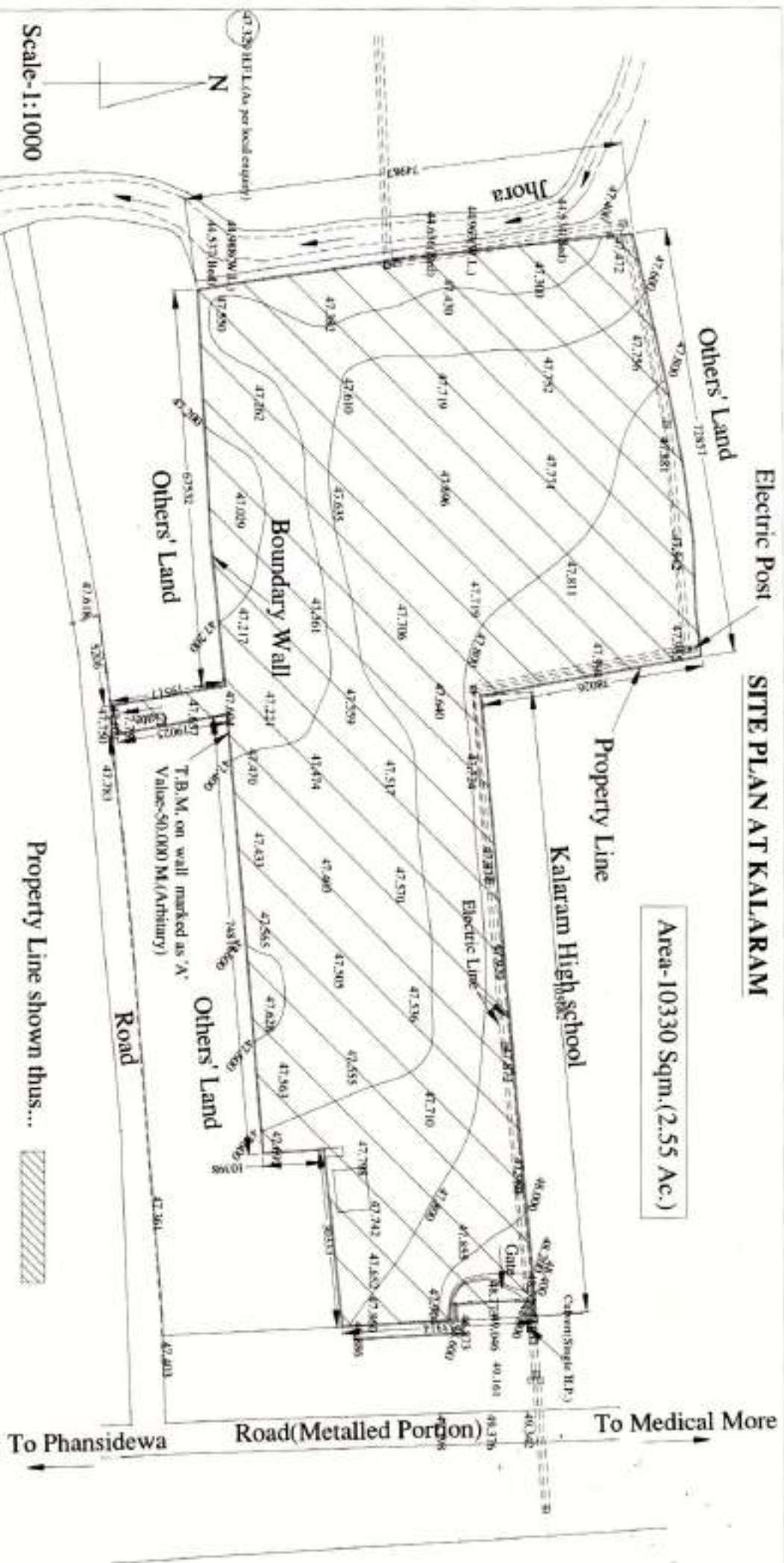
[Handwritten Signature]
Director

One separate sheet is enclosed herewith containing the fingerprints of the First and Second Party forming part of these presents.

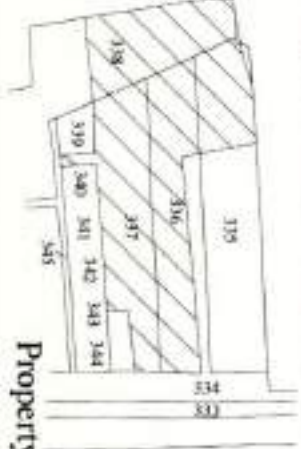
[Handwritten Signature]
(UTPAL CHAKRABORTY)
Advocate, Siliguri.
Enrolment No. WB-328/1997.

SITE PLAN AT KALARAM

Area-10330 Sqm.(2.55 Ac.)



Part traced map of Mouza-Kalaram No.76,Matigara, Darjeeling



Property Line shown thus...



For V. K. UDYOG LTD.
(Signature)

Managing Director

Gangadhar Infracon Pvt Ltd
(Signature)
 Director



FINGER PRINTS OF MR. ROOPCHAND PRASAD, MANAGING DIRECTOR OF MESSRS V. K. UDYOG LIMITED (OWNER/FIRST PARTY)

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

For V. K. UDYOG LTD.


SIGNATURE



FINGER PRINTS OF MRS. RANJANA AGARWAL, DIRECTOR OF MESSRS GANGADHAR INFRACON PRIVATE LIMITED (DEVELOPER/SECOND PARTY)

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

Gangadhar Infracon Pvt. Ltd.

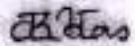

Director

SIGNATURE

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
AABCV0316N


नाम /NAME
V K UDYOG LTD

दिनांक/बनने की तिथि /DATE OF INCORPORATION/FORMATION
05-12-1995


 अवर सचिव, प.न. XI
 COMMISSIONER OF INCOME-TAX, W.B. - XI

इस कार्ड के खो / गिरल जाने पर कृपया जारी करने वाले अधिकारी को सूचित / सापस फल ई शीघ्रत आवाकर आयुक्त(पट्टति एवं तकनीकी), पी-7, चौरंगी खण्डावर, कलकत्ता - 700 069.

In case this card is lost/ found, kindly inform/return to the issuing authority :
 Joint Commissioner of Income-tax (Systems & Technical), P-7,

For V. K. UDYOG LTD.

 Managing Director



Gangadhar Infracon Pvt. Ltd.

Ranjana Agarwal
Director



Rajana Ranjan



ভারত সরকার

Government of India

রঞ্জনা আগরওয়াল

RANJANA AGARWAL

পতি : অজয় আগরওয়াল

Husband AJAY AGARWAL

জন্মতারিখ / DOB: 20/06/1976

সঙ্গীত: / Female



3226 6692 4187



আধার - সাধারণ মানুষের অধিকার



ভারতীয় পরিচয় পরিষদ

Unique Identification Authority of India

ঠিকানা: সেকক রোড, প্রকাশ নগর

শালুগড়া, ওড়িশা

শিলিগুরি(শেইলগুড়া), সেকক রোড

বঙ্গপরিচয়, পশ্চিম বঙ্গ,

Address: SEVOK ROAD,

PRAKASH NAGAR,

SHALUGARA, WARDNO42

Siliguri (m.corp.), Jalpaiguri,

Sevoke Road, West Bengal,

734001

3226 6692 4187



1800 300 1947



help@uidai.gov.in



www.uidai.gov.in



 Government of India




রূপচন্দ্র প্রসাদ
Roopchand Prasad

www/uidai / DOB: 01/07/1958
পুং / Male



3288 2457 1752

আধার - সাধারণ মানুষের অধিকার




অধার

ভারতীয় শিথিলতা-মুক্ত প্রাধিকরণ
Unique Identification Authority of India


ঠিকানা: এম/এ: শ্রী রূপচন্দ্র প্রসাদ
শ্রী শ্রী, নবীচক পোস্ট
বিধাননগর (পূঃ), বিধাননগর খরসিঁকি মার্কেট
উত্তর ২৪ পরগণা, পশ্চিম বঙ্গ,

Address: S/O: Shri Jatan
Prasad, GD 349, SALT LAKE
SEC 3, Bidhanagar(M),
North 24 Parganas,
Bidhanagar IS Market,
West Bengal, 700108


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1600 300 1047




help@uidai.gov.in





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आयकर विभाग
INCOME TAX DEPARTMENT
ROOPCHAND PRASAD
JATAN RAM PRASAD
01/07/1958
 Permanent Account Number
AFHPP8489A

 Signature

भारत सरकार
GOVT OF INDIA

इस कार्ड से कर्ता अपने पर कृपया/आयकर / नोटिस
 आयकर विभाग को भेजें, एन एसडी यूए
 3 डी मॉडल नंबर/सर्वे नं. 341, सर्वे नं. 997/8
 मोडल कॉलोनी, डीप बंगला चौक के पास,
 पुणे - 411 016

*If this card is lost / someone's lost card is found,
 please inform / return to ...*

Income Tax PAN Services Unit, NSDL
 3rd Floor, Market Street,
 Plot No. 341, Survey No. 997/8,
 Model Colony, Near Deep Banglow Chowk,
 Pune - 411 016.

Tel: 91-20-2721 3087, Fax: 91-20-2721 3081
 e-mail: nsdl@nsdl.co.in



Major Information of the Deed

Deed No :	I-0408-02753/2018	Date of Registration	18/07/2018
Query No / Year	0408-0001077695/2018	Office where deed is registered	
Query Date	07/07/2018 2:45:06 PM	A.D.S.R. SILIGURI-III AT GHOSHPUKUR, District: Darjeeling	
Applicant Name, Address & Other Details	UTPAL CHAKRABORTY BHAKTINAGAR, SILIGURI, Thana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, PIN - 734007, Mobile No. : 9475086195, 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. 8/-	Rs. 3,91,34,400/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E)		
Remarks			

Land Details :

District: Darjeeling, P.S:- Phansidewa, Gram Panchayat: JALAS-NIJAMTARA, Mouza: Kalaram

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-336	RS-200/1	Bastu	Danga	58 Dec	1/-	86,30,400/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS-337	RS-200/1	Bastu	Danga	15 Dec	1/-	22,32,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L3	RS-338	RS-200/1	Bastu	Danga	30 Dec	1/-	44,64,000/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L4	RS-335	RS-200/1	Bastu	Danga	27 Dec	1/-	40,17,600/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L5	RS-340	RS-200/1	Bastu	Danga	6 Dec	1/-	8,92,800/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L6	RS-336	RS-200/2	Bastu	Danga	13 Dec	1/-	19,34,400/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L7	RS-337	RS-200/2	Bastu	Danga	78 Dec	1/-	1,16,06,400/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,

Major Information of the Deed :- I-0408-02753/2018-18/07/2018

L8	RS-338	RS-200/2	Bastu	Danga	36 Dec	1/-	53,56,800/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road.
		TOTAL :			263Dec	8 /-	391,34,400 /-	
		Grand Total :			263Dec	8 /-	391,34,400 /-	



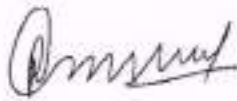


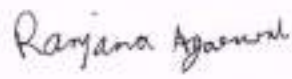
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MESSRS V.K. UDYOG LIMITED 5/2, RUSSEL STREET, 6TH FLOOR, POONAM BUILDING, KO, P.O:- KOLKATA, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071 , PAN No.:: AABCV0316N, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	MESSRS GANGADHAR INFRACON PRIVATE LIMITED Kapil Centre, 1st Floor, Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:- Jalpaiguri, West Bengal, India, PIN - 734001 , PAN No.:: AADCG0334P, Status :Organization, Executed by: Representative

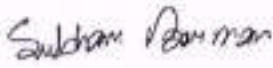
Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr ROOPCHAND PRASAD (Presentant) Son of Late JATAN PRASAD Date of Execution - 16/07/2018, , Admitted by: Self, Date of Admission: 16/07/2018, Place of Admission of Execution: Office	Photo  <small>Jul 16 2018 1:15PM</small>	Finger Print  <small>LTI 16/07/2018</small>	Signature  <small>16/07/2018</small>
	G.D. 349, SALT LAKE, SECTOR 3, BIDHANNAGAR, P.O:- BIDHANNAGAR, P.S:- Bidhannagar, Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AFHPP8489A Status : Representative, Representative of : MESSRS V.K. UDYOG LIMITED (as MANAGING DIRECTOR)			
2	Name Mrs RANJANA AGARWAL Wife of Mr AJAY AGARWAL Date of Execution - 16/07/2018, , Admitted by: Self, Date of Admission: 16/07/2018, Place of Admission of Execution: Office	Photo  <small>Jul 16 2018 1:15PM</small>	Finger Print  <small>LTI 16/07/2018</small>	Signature  <small>16/07/2018</small>

Major Information of the Deed :- I-0408-02753/2018-16/07/2018

SEVOKE ROAD, PRAKASH NAGAR, SILIGURI, P.O:- SALUGARA, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ALSPA4933B Status : Representative, Representative of : MESSRS GANGADHAR INFRACON PRIVATE LIMITED (as DIRECTOR)

Identifier Details :

Name & address	
Mr SUBHAM BARMAN Son of Mr KAMAL BARMAN SURYA SEN COLONY, SILIGURI, P.O:- BHAKTINAGAR, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734007, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Identifier Of Mr ROOPCHAND PRASAD, Mrs RANJANA AGARWAL	
	16/07/2018

Major Information of the Deed :- I-0408-02753/2018-16/07/2018

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-58 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-15 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-30 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-27 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-6 Dec
Transfer of property for L6		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-13 Dec
Transfer of property for L7		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-78 Dec
Transfer of property for L8		
Sl.No	From	To. with area (Name-Area)
1	MESSRS V.K. UDYOG LIMITED	MESSRS GANGADHAR INFRACON PRIVATE LIMITED-36 Dec

Endorsement For Deed Number : I - 040802753 / 2018

Major Information of the Deed :- I-0408-02753/2018-18/07/2018

On 12-07-2018

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 3,91,34,400/-

Surajit Biswas

Surajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI-III AT
GHOSHPUKUR
Darjeeling, West Bengal

On 16-07-2018

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

Presented for registration at 13:10 hrs on 16-07-2018, at the Office of the A.D.S.R. SILIGURI-III AT GHOSHPUKUR by Mr ROOPCHAND PRASAD ..

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

Execution is admitted on 16-07-2018 by Mr ROOPCHAND PRASAD, MANAGING DIRECTOR, MESSRS V.K. UDYOG LIMITED (Private Limited Company), 5/2, RUSSEL STREET, 6TH FLOOR, POONAM BUILDING, KO, P.O:- KOLKATA, P.S:- Park Street, Kolkata, District:-Kolkata, West Bengal, India, PIN - 700071

Indetified by Mr SUBHAM BARMAN, , Son of Mr KAMAL BARMAN, SURYA SEN COLONY, SILIGURI, P.O: BHAKTINAGAR, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734007, by caste Hindu, by profession Business

Execution is admitted on 16-07-2018 by Mrs RANJANA AGARWAL, DIRECTOR, MESSRS GANGADHAR INFRACON PRIVATE LIMITED (Private Limited Company), Kapil Centre, 1st Floor, Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001

Indetified by Mr SUBHAM BARMAN, , Son of Mr KAMAL BARMAN, SURYA SEN COLONY, SILIGURI, P.O: BHAKTINAGAR, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734007, by caste Hindu, by profession Business

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 16/07/2018 11:29AM with Govt. Ref. No: 192018190261652411 on 16-07-2018, Amount Rs: 21/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 296590423 on 16-07-2018, Head of Account 0030-03-104-001-16

Major Information of the Deed :- I-0408-02753/2018-18/07/2018

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by online = Rs 35,020/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/07/2018 11:29AM with Govt. Ref. No: 192018190261652411 on 16-07-2018, Amount Rs: 35,020/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 296590423 on 16-07-2018, Head of Account 0030-02-103-003-02

Surajit Biswas

Surajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI-III AT
GHOSHPUKUR
Darjeeling, West Bengal

On 18-07-2018

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 0/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/07/2018 7:28PM with Govt. Ref. No: 192018190262624411 on 17-07-2018, Amount Rs: 0/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 296650768 on 17-07-2018, Head of Account

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/-, by online = Rs 35,000/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 992, Amount: Rs.5,000/-, Date of Purchase: 12/07/2018, Vendor name: S K Roy
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/07/2018 7:28PM with Govt. Ref. No: 192018190262624411 on 17-07-2018, Amount Rs: 35,000/-, Bank: AXIS Bank (UTIB0000005), Ref. No. 296650768 on 17-07-2018, Head of Account 0030-02-103-003-02

Surajit Biswas

Surajit Biswas
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI-III AT
GHOSHPUKUR
Darjeeling, West Bengal

Major Information of the Deed :- I-0408-02753/2018-18/07/2018

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0408-2018, Page from 53007 to 53059

being No 040802753 for the year 2018.



Digitally signed by SURAJIT BISWAS
Date: 2018.07.19 14:23:43 +05:30
Reason: Digital Signing of Deed.

Surajit Biswas

(Surajit Biswas) 19-07-2018 14:23:34

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. SILIGURI-III AT GHOSHPUKUR

West Bengal.

(This document is digitally signed.)



[Handwritten Signature]
Addl. District Sub-Registrar
Siliguri-III at Chosh Pukur

16 JUL 2018