

S- 17689/15

I 7167



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

v.c. no. 1061/15

B 735600

*Handwritten signature and date: 15/7/15*

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

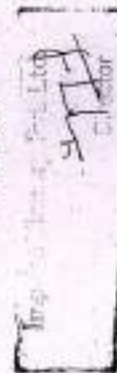
*Signature*  
Addl. District Sub-Registrar,  
Siliguri-II at Bagdvara

29 JUL 2015

*Signature*

K T Projects Pvt. Ltd.

Director



**AGREEMENT FOR DEVELOPMENT**

THIS AGREEMENT IS MADE ON THIS THE 15<sup>th</sup>  
DAY OF JULY 2015 AT SILIGURI.

Contd... P/2

*Handwritten note: S of 135525/15*

*Handwritten note: 13/435525/15*

Page-2

B E T W E E N

1. **SRI NARSINGH AGARWAL** S/o Late Daya Ram Agarwal, Hindu by religion, Indian by Nationality, Business by occupation, Resident of Salghari (Urban) P.O. & P.S. Jorethang in the District of South Sikkim in the State of Sikkim.

2. **K.T. PROJECTS PRIVATE LIMITED**, A private Limited company incorporated under the provision of the Companies Act bearing certificate of Incorporation No. 717 Dated 7.10.2004 having its registered Office at Jorethang Bazar, P.O. & P.S. Jorethang, South Sikkim in the State of Sikkim, represented by one of its Director **SRI RATAN KUMAR GOEL** S/o Late Balmukund Goel, Hindu by religion, Indian by Nationality, Director of the above named Company by profession, resident of 2½ Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri.

herein after jointly and collectively called the **FIRST PARTY/ LAND LORDS** (which expression shall mean and include unless excluded by or repugnant to the Context their office bearers, heirs, successors, representative, administrators, executors and assigns) of the **FIRST PART**.

A N D

**M/S IMPRINT VINIMAY PRIVATE LIMITED**, A private Limited company incorporated under the provision of the Companies Act, 1956 bearing certificate of Incorporation No. U51109WB2005PTC 102335 Dated 18.03.2005 having its registered Office at 2<sup>nd</sup> Mile Sevoke Road, Siliguri, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri---herein after called the **DEVELOPER /SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, heirs, successors, representative, administrators, executors and assigns) of the **OTHER PART** represented by one of its Director **SRI YOGESH GOEL** S/o Ram Kumar Goel, Hindu by religion, Indian by Nationality, Director of the above named Company by occupation, resident of 2½ Mile, Sevoke Road, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri.

Contd... p/3



  
K T Projects Pvt. Ltd.  
Director  
Imagery Virbhay Pvt. Ltd.

**WHEREAS** First Party hereof **SRI NARSINGH AGARWAL** acquired a piece and parcel of Land measuring 2.93 Acres appertaining to and forming part of R.S. Plot No. 9 corresponding to L.R. Plot No. 142 & 143, recorded in Khatian No. 16/3, 17/1, 224/1, 280, 281, 282, 283, 284, 285 & 286 of Mouza - Kalaram in the District of Darjeeling by Virtue of a Deed of Conveyance executed by **DEEPAK CHHETRI & 9 OTHERS** and registered at the office of the Additional District Sub - Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 157, Pages 273 to 282, being Document No. 6352 for the year 2006 and possessing the aforesaid land abovenamed **SRI NARSINGH AGARWAL** mutated his name at the office of B.L.& L.R.O., Phansidewa and got L.R. Khatian No. 429 opened in his name being L.R. Plot No. 142 & 143 for the aforesaid land.

**AND WHEREAS** Second Party hereof **K.T. PROJECTS PRIVATE LIMITED** acquired a piece and parcel of Land measuring 2.67 Acres appertaining to and forming part of Plot No. 9, recorded in Khatian No. 2/1, 2/3, 2/5 & 2/7 of Mouza - Kalaram in the District of Darjeeling by Virtue of Four Separates Deed of Conveyance executed by **SMT ANITA MUNDRA & SMT AMITA MUNDRA** and registered at the office of the Additional District Sub - Registrar, Siliguri-II at Bagdogra and recorded in

- i. Book No. I, CD Volume No. 4, Pages 5722 to 5739, being Document No. 1711 for the year 2008.
- ii. Book No. I, CD Volume No. 5, Pages 56 to 73, being Document No. 1726 for the year 2008.
- iii. Book No. I, CD Volume No. 5, Pages 14 to 30, being Document No. 1727 for the year 2008.
- iv. Book No. I, CD Volume No. 5, Pages 74 to 91, being Document No. 1728 for the year 2008.

**AND WHEREAS** possessing the aforesaid land above named First Party No. **2K.T. PROJECTS PRIVATE LIMITED** mutated its name at the office of B.L.& L.R.O., Phansidewa and got L.R. Khatian No. 539 opened in its name being L.R. Plot No. 143 & 144 for the aforesaid Land.

  
K P Projects Pvt. Ltd  
Director  
Impriat Vinnmay Pvt. Ltd  


**AND WHEREAS** the land of both the members of First Party/Landlords are adjacent to each other and in order to cause joint construction and for maximum utilization of their land both the members of first party has amalgamated their respective land into one by virtue of a "AFFIDAVIT FOR AMALGAMATION OF LAND FOR JOINT CONSTRUCTION" sworn before the Id. Executive Magistrate at Siliguri dated 6<sup>th</sup> February 2014 and by virtue of such amalgamation both the members of First Party became the joint owners in absolute possession of all that piece or parcel of land measuring approx 560 Decimals as more fully described in the schedule below.

**AND WHEREAS** the First Party is desirous of constructing a multistoried building or block wise separated building/residential flats for purpose of selling them on ownership basis to various intending customers/buyers and thereby make profits thereof on the land.

**AND WHEREAS** the First Party is unable to construct the said multistoried building for residential purpose due to lack of funds, experiences, expertise, energy and preoccupations.

**AND WHEREAS** the Second Party is a bonafide Developer/Contractor/Builder having experience in design and construction and adequate resources of finance in construction of multistoried buildings and has got standing goodwill and reputation to collect/advance/securities during the tenure of construction.

**AND WHEREAS** the First Party having come to know about the credential of the Second Party, the First Party offered the Second Party to construct a Multistoried building on the land as above referred and fully described in the schedule given below either building wise/ block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Second Party shall do all such construction from his own resources, efforts and endeavors and shall recover the investment cost by selling the construction/blocks/building/utility areas/common spaces on ownership basis to the intending buyer/purchasers/ company's/ organizations/co-operatives and/or as deemed fit.





K T Projects Pvt. Ltd.

  
Director

Imprint Vinimay Pvt. Ltd.



**AND WHEREAS** the Second Party hereof has accepted the offer of the First Party and has agreed to construct the a Multistoried building on the land as above referred and fully described in the schedule given below either building wise/ block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land from its own sources and endeavors.

**AND WHEREAS** in consideration of the aforesaid offer and the acceptance by the parties and to avoid future disputes and misunderstandings the parties hereby mutually agree to the following terms and conditions appearing hereunder.

**NOW THIS INDENTURE/AGREEMENT FOR DEVELOPMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

**ARTICLE 1, DEFINATIONS**

1. **OWNER:** shall mean **SRI NARSINGH AGARWAL** and **K.T. PROJECTS PRIVATE LIMITED** and their successors in interest and assigns.

2. **DEVELOPER:** shall mean **M/S IMPRINT VINIMAY PRIVATE LIMITED**, represented by its directors **SRI YOGESH GOEL** and its successors in interest and assigns.

3. **BUILDING:** shall mean multistoried building to be constructed on the said land in accordance with a sanction Plan being Plan sanctioned vide order No. 41/BP/PPS Dated 21/5/2014 of the building according to the extracts of the sanction plan attached herewith.

Contd.... p/6



  
KT Projects Pvt. Ltd.  
Director

  
Imprest Vinitmay Pvt. Ltd.  
Director

**4. COMMON FACILITIES AND AMENITIES:** shall mean corridors, stairways, passage ways, approach roads, lifts provided by the Developer, pump room, tube well, overhead tank, water pump, generator room and motor and other facilities which may mutually agreed upon between the parties and required for the establishment, location enjoyment maintenances and/or management of the building.


**5. SALEABLE SPACE:** shall mean the space in the building available for independent use and occupation after making the provisions for common facilities as aforesaid and for space required for car parking space.

**6. OWNER'S ALLOCATION:** shall mean 10% of the entire sale proceeds and absolute right over 10% in the unsold portion of the salable space of the proposed building together with the undivided Proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

**7. DEVELOPER'S ALLOCATION:** shall mean remaining 90% of the entire sale proceeds and absolute right over 90% in the unsold portion of the salable space of the proposed building together with the undivided Proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

**8. RIGHT TO CONSTRUCT ON THE ROOF:** in case permission from the appropriate authority can be obtained for further construction on the Roof of the multistoried Building, the rights will be shared in the aforesaid proportion of 10:90.



  
KT Projects Pvt. Ltd.  
Director

  
Imprint Witness Pvt. Ltd.

9. **ARCHITECH:** shall mean the person or persons who may be appointed by the developer for designing and planning of the said building.

**ARTICLE-II OWNER'S REPRESENTATION**

1. The said land is not vested under the urban land (Ceiling and Regulation) Act, 1976.
2. That the owner/first party is the sole and absolute owner of the entire landed property since they acquired and are in peaceful possession of the said landed property.
3. That the owner have a clear, good, marketable title in respect of the said landed property and the same is free from all encumbrances, charges, liens, Lispendence, attachment and trust whatsoever or howsoever.
4. That excepting the first party nobody else has any right, title, interest, claim or demand into or upon the said landed property or any part or portion thereof.
5. That there is no suit or legal preceding pending before any court/courts nor there is any threat of any legal proceeding being initiated against the first party/owner in respect of the entirety of the said landed property on any account whatsoever or howsoever.
6. That the first party/owner have not entered into any agreement for sale, transfer, development nor has created any interest of third party into or upon the said premises or any part or portion thereof prior to entering this Agreement for Development.

Contd.... p/8



*[Handwritten signature]*  
*[Handwritten signature]*  
*[Handwritten signature]*  
M/s. ... Ltd.  
*[Handwritten signature]*

**ARTICLE - III, DEVELOPER'S RIGHT**

1. The owner hereby grants subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said building comprising of various sizes of residential flats, parking premises and other units by entering into agreements for sell and/or transfer and/or construction in respect of the developer's allocation only in accordance with the plan sanctioned by the appropriate authorities with or without amendment and/or modification made or caused by the developer with the approval of the owner at its own costs.

2. The Developer shall be entitled to prepare, modify or alter the plan with approval of the owner and to submit the same to the appropriate authorities in the name of the owner.

3. The developers shall be entitled absolutely to its respective space & areas and shall be at liberty to deal therewith in any manner it deem fit and proper subject however to the general restrictions for mutual advantage inherent in the ownership flats. It will also be at liberty to enter into agreement for sale of their respective areas and receive the full consideration for the area.

4. The owner will execute and registered a General power of Attorney in favour of the developer for the sale of the Developers allocation by the Developer.

5. Developer is fully authorized to develop the aforesaid land by constructing the several multistoried Buildings on the below schedule land and keep handing over the owners allocation as and when possible and during the construction phase to the owner, and take possession and delivery to prospective purchasers and deal with developers allocation only as it deems fit and proper. The developer is entitled to enter into agreement to sale with intended purchaser/s for the Developers allocation and receive the advance money and other payments there from at any stage.

*[Handwritten mark]*



*[Handwritten Signature]*  
KT Projects Pvt. Ltd.  
*[Handwritten Signature]*  
Impact Winimay Pvt. Ltd.  
Director

6. That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the Promoter under the prevalent laws, if and as applicable, and for that to sign execute and deliver all applications forms, documents papers etc.

7. That the Developer shall be entitled to obtain loans, project loans etc., from any Bank, Financial Institution, NBFC's, Private or Public lenders etc. for development of the said Landed Property on security or charge or mortgage of the Developer's Allocation after handing over of the owners allocation to the owners of that floor/phase without recourse to the owner/First Party.

**ARTICLE - IV, APARTMENT CONSIDERATION**

In consideration of the owner's having agreed to permit the developer to sell save and except for the share of owner of 10% of the entire sale proceeds and absolute right over 10% in the unsold portion of the salable space of the proposed building together with the undivided Proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor. Developers shall construct, erect and complete the building in the said land:

a. At its own costs and shall obtain all necessary permissions and/or approvals and/or consents.

b. In respect of the consideration of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.

*[Handwritten mark]*

  
K T Projects Pvt. Ltd.  
  
Director  
K T Projects Pvt. Ltd.  


c. To bear all costs, charges and expenses for construction of the building at the said premises.

**ARTICLE - V, OWNER'S ALLOCATION**

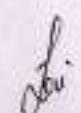
1. **OWNER'S ALLOCATION:** shall mean 10% of the entire sale proceeds and absolute right over 10% in the unsold portion of the salable space of the proposed building together with the undivided Proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

2. The Developer shall construct, erect and complete at its own costs the entire common facilities and amenities for the said building by using good quality materials which will be specified for construction purpose for which owners hereof has no liability of any nature whatsoever.

3. The Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of the owner's allocation and of the undivided proportionate share in common facilities and amenities.

**ARTICLE - VI, DEVELOPERS ALLOCATION**

1. In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space viz. remaining saleable space area i.e. (excluding the owner's share) in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building and/or buildings and the developer shall be entitled to enter into agreement for sell and transfer by its own name with any transferees for their residential purpose and to receive and collect all moneys in respect thereof which shall absolutely belong to the developer and it is hereto expressly




*AK*  
K F Projects Pvt. Ltd.  
*R. K. S.*  
Director  
Imprint Vinimay Pvt. Ltd.  
Director

agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner and comply with all other obligation of the developer to the owner under this agreement. It is further agreed that the owner shall be a party in the deed of conveyances to be executed by the developer in respect of his allocation. The developer will be a confirming party in all such deeds.

**ARTICLE - VII, THE DEVELOPER'S OBLIGATION:**

1. The Developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-law of appropriate authority in conformity with the sanctioned plan as aforesaid.

2. The developer shall indemnify and keep the owner saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the developer during demolition and construction of the new building and/or buildings, including claims by the owner of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the developer on any account whatsoever, including any accident or other loss, any demand and/or claim made by the owner of the developer's area and any action taken by the any authority for any illegal or faulty construction or otherwise of the new building and the developer shall also indemnify and keep the owner indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the developer, in pursuance of the authorities granted as aforesaid.

  
KT Projects Pvt. Ltd.  
Director

  
Insprint Windmay Pvt. Ltd.

3. That all documentation and plan with all relevant legal cost to be borne by the developer which will be excluded from land owner's entity.

4. That the Developer shall construct the multistoried Building/tower(s) in good order and shall use standard quality of materials. The quality of materials shall be such as may from time to time be recommended by the Architect and such recommendation of the Architect shall be acceptable to the parties hereto.

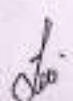
5. That the Developer at its own cost and expenses shall obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction use and enjoyment of the Buildings. The said connection may be in the name of the Developer and/or the Owners and/or both of them.

6. That the Second Party/Developer shall be solely liable and responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed multistoried buildings and towers.

7. That the second party 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.

**ARTICLE VIII- POWER OF ATTORNEY**

1. The owners shall sign, execute and register one General Power of Attorney in favour of the developer and/or its nominee or nominees for (a) compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder, (b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the developer hereunder (including those relating to sell, conveyance or otherwise transfer of the developer's allocated share).



ADM  
Projects Pvt. Ltd.  
Director  
Ltd.

2. It is further understood that to facilitate the construction of the new building and/or buildings by the developer various deeds, matters and things not herein specified may be required to be borne 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 from time to time relating to which specific provisions may not have been mentioned herein and the owner hereby agrees to do at the costs and expenses of the developer all such acts, deeds, matters and things and execute such application, papers and such further/ additional power of attorney and/or authorization as may be required by the developer.

3. The owner agrees not to revoke the power of attorney granted by the owners for the purpose and as herein contained during the subsistence of this agreement not prejudicial to the original contents of the agreement.

**ARTICLE - IX CONSTRUCTION**

The developer shall be solely and exclusively responsible for construction of the said building.

**ARTICLE -X SPACE ALLOCATION**

1. According to the completion of the building the owner shall be handed over its allocation as aforesaid said and the balance area as agreed above of the said building shall belong to the developer exclusively.

2. Subject as aforesaid and subject to the owner's allocation and undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the owner and the developer contained herein.

  
KT Projects Pvt. Ltd.  
Director  
  


3. The owner shall be entitled to transfer or otherwise deal with the owners allocation in the building without any claim whatsoever of the developer.

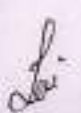
4. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the owner and to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.

#### ARTICLE XI, BUILDING

1. The developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the sanctioned Plan being Plan sanctioned vide order No. 41/BP/PPS Dated 21/5/2014 of the building as aforesaid with good and standard materials as may be specified by the architect from time to time.

2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding the parties hereto.

3. The developer shall erect in the said building at its own costs as per specification and drawings provided by the architect, pump, tube well, water storage tanks, lift, overhead reservoirs, septic tank, electrifications, generators, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in a residential building of self contained flats and commercial building and constructed spaces for sell and/or residential flats and/or constructed space therein on ownership basis.



*AG*  
KT Projects Pvt. Ltd.  
*Relax*  
KT Projects Pvt. Ltd.  
*[Signature]*

4. The developer shall be authorized in the name of the owner in so far as the necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction or enjoyment of the building or buildings for which purpose the owner shall execute in favour of the developer a power of attorney as shall be required by the developer without incurring any liability to the owner.

5. The developer shall at its own cost and expenses construct and complete the building and various units and/or apartments herein accordance with the building plan and amendments thereto or modification thereof made or caused to be made by the developer.

6. All costs, charges and expenses including architect fees shall be paid, discharged and borne by the developer and the owner shall have no liability in this context.

7. The developer shall provide at its own cost supplying, main switch, socket etc. water pipeline, sewerage connection in portion of the owner's allocation.

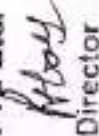
**ARTICLE XII COMMON FACILITIES**

1. The developers shall pay and bear the property taxes and other dues and outgoing of the said building according to dues as and from the date of this agreement till the said building is fully constructed. Thereafter respective purchaser of flats shall bear the same proportionately.

*[Handwritten mark]*



KT Projects Pvt. Ltd.



Director

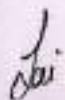
Imperial Vastness Pvt. Ltd.



2. As and from the date of service of letter of possession in respect of the new building/ construction, the owner and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation and the said charges shall include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes, light, sanitation and lift maintenance, operation, repair and renewal charges for bill collection, maintenance of the common facilities, renovation, replacement, repair and renewal charges and expenses for the building and of the common wiring, pipes, lifts, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

**ARTICLE XIII LEGAL PROCEEDINGS**

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the constituted attorney of the owner to defend all actions, suits and proceedings which god forbids may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specifically may be required to be done by the developer and for which developer may need the authority of the owner's application and other documents may be required to be signed of made by the owner relating to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the owner shall execute authorizations as may be required by the developer for the purpose and the owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owner and/or go against the spirit of this agreement.





*Am*  
K T Projects Pvt. Ltd.  
*Alloy*  
Director  
*FF*

2. It is hereby expressly agreed by and between the parties hereto that owner shall be liable and responsible to make good the title and/or possession in case any dispute arises relating to the title and/or possession of the below schedule land and to defend all actions, suits and proceedings which god forbids may arise in respect of the said land on which the building is to be constructed.

3. That the owner is liable to clear up all the dues of property taxes, municipal taxes and other outgoing taxes as per proportionate shares in respect of the said property and if the owner fails to clear up the above dues in that event, the developer will provide the said money from his own fund and the same will be realized from the owner's.

4. Both the developer and the owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof, all the owner hereby agree to abide by all the rules and regulations, as such management, society/ association/ holding organization do hereby give their consent to abide by the same.

5. It is hereby expressly agreed by and between the parties the developer is entitled to sell, assign, lease and mortgage its allocation of total saleable space during and after the completion of any premises of the building and also keep handing over the owners allocation to them. It is being expressly agreed and understood that in no event the owners or any portion of their allocation shall be sold, transferred or mortgaged by the developer with the written consent of the owners and on the happening to any contrary act developer shall be responsible and/or made liable for payment of any dues of such banks and for that purpose, the developer shall keep the owner indemnify against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

*Am*

  
K T Projects Pvt. Ltd.

  
Director

  
Director

6. As and from the date of completion of the building and/or its transferees and the owner and/or his transferees shall be liable to pay and bear proportionate charges on account of ground rent and wealth tax, sales tax and other taxes payable in respect of their spaces.

7. The owner hereby assures the developer that there is no existing agreement regarding the development or sell of the said land and that all other agreement if any prior to this agreement have been cancelled and the owner agrees to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

8. After the completion of every consecutive floors in the building and after handing over the owners share in that floor to the owner, the owner undertakes and agrees to cause their signature and execute and register all conveyance and transfer in favour of person or the persons with whom the developer enter into agreement or deed of sale out of his allocation when required by the developer to effect the deed more perfectly and effectively (the stamp duty, registration fees and all other expenses towards the registration will be borne by the developer or by the intending purchaser as the case may be).

#### **ARTICLE XIV FORCE MAJEURE**

1. The parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

2. The Developer shall not be liable nor responsible for any loss or damage caused by the act of God or on happening of anything/act behind its control such as Earthquake, Flood, Lightning, Acid Rain etc. inspite of constructing the building with seismic designee or standard quality materials with proper supervision of the developer.





KT Projects Pvt. Ltd.

*Handwritten signature*  
Director



3. Force Majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout, air raid and/or any court order or injunction restraining the construction of the building or buildings at the said property (not occasioned at the instance of the developer) and/or changes in any municipal or other rules and laws relating to sanction of plans after the same is submitted for sanction.

#### ARTICLE XV, ARBITRATION

All disputes and/or differences by and between the parties hereto arising out of or relating to the said premises or any of the provisions hereof shall be referred for arbitration. Arbitrators will be appointed and/or selected by both the parties according to the choice of each of them and adjudicated under the provision of the Arbitration and Conciliation Act, 1996 with an amendment or modification thereof. The venue of arbitration will be at Siliguri.

#### ARTICLE XVI, JURISDICTION

The ordinary original civil jurisdiction of the Hon'ble Siliguri Court, Siliguri shall have jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this agreement.

#### SCHEDULE OF LAND

All that piece of parcel of vacant land measuring 560 (Five Six Zero) Decimals appertaining to and forming part of R.S. Plot No. 9 corresponding to L.R Plot Nos. 142(One Four Two), 143(One Four Three), 144(One Four Four), recorded in R.S. Khatian Nos. 2/1 (Two by One), 2/3 (Two by Three), 2/5 (Two by Five) & 2/7 (Two by Seven) corresponding to L.R. Khatian Nos. 429 (Four Two Nine) and 539 (Five Three Nine) of Mouza - Kalaram, J.L. No. 76 (Seven Six) situated within Pargana - Patharghata, P.S. Phanshidewa, in the District of Darjeeling.



The said land is butted & bounded as follows:-

NORTH : LAND OF L.R. PLOT NO. 141;  
SOUTH : LAND OF PLOT NO. ROSHAN AGARWAL;  
EAST : LAND OF MOUZA - BARA PATHURAM  
WEST : 90'-00" WIDE ROAD

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

WITNESSES

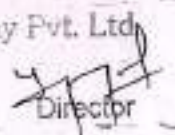
EXECUTANTS

1. Sai Agarwal  
S/o G.D. Agarwal  
R/o Kholpara, Siliguri,  
P.O. & P.S. Siliguri,  
Dist- Darjeeling,  
PIN- 734005

  
-----  
KT Projects Pvt. Ltd  



(FIRST PARTY)

2. Aman Singh  
S/o H.D. Singh  
Kholpara, Siliguri,  
P.O. & P.S. Siliguri,  
Dist - Darjeeling












Imprint Vinimay Pvt. Ltd  
  
Director

(SECOND PARTY)

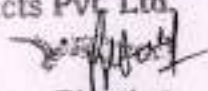
Drafted by me and printed at my office.

  
J. AGARWAL  
ADVOCATE / SILIGURI  
Reg. No. F/1300/1283/2014












# FINGER IMPRESSION

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 LEFT					
RIGHT					

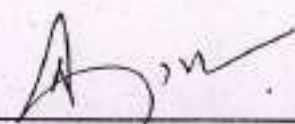
K T Projects Pvt. Ltd

  
Director











SIGN. WITH DATE

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 LEFT					
RIGHT					

SIGNATURE OF R.O.

  
SIGNATURE WITH DATE

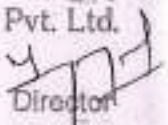
# FINGER IMPRESSION

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT					
RIGHT					













LEFT  
RIGHT

Imprint Vinimay Pvt. Ltd.

  
Director

SIGN. WITH DATE

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT					
RIGHT					



LEFT  
RIGHT

SIGNATURE OF R.O.

SIGNATURE WITH DATE



Government of West Bengal  
Directorate of Registration & Stamp Revenue  
FORM-1564

Miscellaneous Receipt

Visit Commission Case No / Year	0403001061/2015	Date of Application	15/07/2015
Query No / Year	04030000435525/2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Applicant Name of QueryNo	Mr RAJESH KUMAR AGARWAL		
Stampduty Payable	Rs.75,000/-		
Registration Fees Payable	Rs.7/-		
Applicant Name of the Visit Commission	Mr Rajesh Agarwal		
Applicant Address	bagdogra		
Place of Commission	bagdogra		
Expected Date and Time of Commission	15/07/2015 6:00 PM		
Fee Details	J1: 250/-, J2: 400/-, PTA-J(2): 0/-, Total Fees Paid: 650/-		
Remarks			








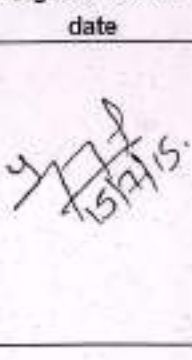
Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BAGDOGRA, District Name :Darjeeling

Signature / LTI Sheet of Query No/Year 04030000435525/2015

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri NARSINGH AGARWAL Salghari (Urban), P.O:- JORETHANG, P.S:- JORETHANG, District:- South, Sikkim, India, PIN - 737121	Land Lord			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri RATAN KUMAR GOEL 2½ Mile, Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN - 734001	Represent ative of Land Lord [K.T. PROJECT S PRIVATE LIMITED]			
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Shri YOGESH GOEL 2½ Mile, Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN - 734001	Represent ative of Developer [M/S IMPRINT VINIMAY PRIVATE LIMITED]			



Sl No.	Name and Address of identifier	Identifier of	Signature with date
--------	--------------------------------	---------------	---------------------

JAI AGARWAL  
 R/o Khalpara, Siliguri  
 P.O. & P.S. Siliguri  
 Dist - Darjeeling  
 PIN - 734005

- ① Nanshing Agarwal
- ② K.T. Associates Pvt. Ltd.
- ③ M/s Smlaint Vinitay Pvt. Ltd.

(Kaushik Ray)  
 ADDITIONAL DISTRICT  
 SUB-REGISTRAR  
 OFFICE OF THE A.D.S.R.  
 BAGDOGRA  
 Darjeeling, West Bengal

*Handwritten signature*  
 15/7/2015



(Kaushik Ray)

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

On 29/07/2015

**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 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 7/-

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Draft Rs 70,000/-, by Stamp Rs 5,000/-

**Description of Stamp**

1. Rs 5,000/- is paid on Impressed type of Stamp, Serial no 6883, Purchased on 10/07/2015, Vendor named J Das.

**Description of Draft**

1. Rs 35,000/- is paid, by the Draft(other) No: 059042000427, Date: 14/07/2015, Bank: STATE BANK OF INDIA (SBI), EKTIASAL.
2. Rs 35,000/- is paid, by the Draft(other) No: 059043000427, Date: 14/07/2015, Bank: STATE BANK OF INDIA (SBI), EKTIASAL.



(Kaushik Ray)

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

Office of the A.D.S.R. BAGDOGRA, District: Darjeeling

Endorsement For Deed Number : I - 040307167 / 2015

Query No/Year	04030000435525/2015	Serial no/Year	0403007689 / 2015
Deed No/Year	I - 040307167 / 2015		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Name of Presentant	Shri NARSINGH AGARWAL	Presented At	Private Residence
Date of Execution	15-07-2015	Date of Presentation	15-07-2015

**Remarks**

On 15/07/2015

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

Presented for registration at 19:15 hrs on : 15/07/2015, at the Private residence by Shri NARSINGH AGARWAL , one of the Executants.

**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 4,58,18,304/-

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

Execution is admitted on 15/07/2015 by

Shri NARSINGH AGARWAL, Son of Late Daya Ram Agarwal, Salghari (Urban), P.O: JORETHANG, Thana: JORETHANG, , South, SIKKIM, India, PIN - 737121, By caste Hindu, By Profession Business  
Indetified by Mr Jai Agarwal, Son of Mr G.D. Agarwal, Khalpara, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2015 by

Shri RATAN KUMAR GOEL, , K.T. PROJECTS PRIVATE LIMITED , Jorethang Bazar, P.O: JORETHANG, Thana: JORETHANG, , South, SIKKIM, India, PIN - 737121  
Indetified by Mr Jai Agarwal, Son of Mr G.D. Agarwal, Khalpara, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession Advocate

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

Execution is admitted on 15/07/2015 by

Shri YOGESH GOEL, , M/S IMPRINT VINIMAY PRIVATE LIMITED , 2nd Mile Sevoke Road, Siliguri, P.O: SEVOKE ROAD, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734001  
Indetified by Mr Jai Agarwal, Son of Mr G.D. Agarwal, Khalpara, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, By caste Hindu, By Profession Advocate

## Seller, Buyer and Property Details

### A. Land Lord & Developer Details

Land Lord Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>Shri NARSINGH AGARWAL Son of Late Daya Ram Agarwal Salghari (Urban), P.O:- JORETHANG, P.S:- JORETHANG, District:-South, Sikkim, India, PIN - 737121 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Self Date of Execution : 15/07/2015 Date of Admission : 15/07/2015 Place of Admission of Execution : Pvt. Residence</p>
2	<p>K.T. PROJECTS PRIVATE LIMITED Jorethang Bazar, P.O:- JORETHANG, P.S:- JORETHANG, District:-South, Sikkim, India, PIN - 737121 Status : Organization Represented by ( 1-2 ) representative as given below:-</p>
1-2 (1)	<p>Shri RATAN KUMAR GOEL Son of Late BALMUKUND GOEL 2½ Mile, Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Status : Representative Date of Execution : 15/07/2015 Date of Admission : 15/07/2015 Place of Admission of Execution : Pvt. Residence</p>

Developer Details	
SL No.	Name, Address, Photo, Finger print and Signature
1	<p>M/S IMPRINT VINIMAY PRIVATE LIMITED            2nd Mile Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001            Status : Organization            Represented by representative as given below:-</p>
1(1)	<p>Shri YOGESH GOEL            Son of Shri RAM KUMAR GOEL            2½ Mile, Sevoke Road, Siliguri, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001            Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India,            Status : Representative            Date of Execution : 15/07/2015            Date of Admission : 15/07/2015            Place of Admission of Execution : Pvt. Residence</p>

#### B. Identifire Details

Identifier Details			
SL No.	Identifier Name & Address	Identifier of	Signature
1	<p>Mr Jai Agarwal            Son of Mr G.D. Agarwal            Khalpara, Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005            Sex: Male, By Caste: Hindu,            Occupation: Advocate, Citizen of: India,</p>	<p>Shri NARSINGH AGARWAL, Shri RATAN KUMAR GOEL, Shri YOGESH GOEL</p>	

#### C. Transacted Property Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details

Land Details						
Sch No.	Property Location	Plot No & Khatian No/ Road Zone	Area of Land	Setforth Value(In Rs.)	Market Value(In Rs.)	Other Details
L1	District: Darjeeling, P.S:- Phansidewa, Gram Panchayat: JALAS-NIJAMTARA, Mouza: Kalaram	RS Plot No:- 9 , RS Khatian No:- 2/1	560 Dec	0/-	4,58,18,304/-	Proposed Use: Industrial use, ROR: Industrial use, Width of Approach Road: 90 Ft., Adjacent to Metal Road,

Transfer of Property from Land Lord to Developer				
Sch No.	Name of the Land Lord	Name of the Developer	Transferred Area	Transferred Area in(%)
L1	K.T. PROJECTS PRIVATE LIMITED	M/S IMPRINT VINIMAY PRIVATE LIMITED	287	47.6786
	Shri NARSINGH AGARWAL	M/S IMPRINT VINIMAY PRIVATE LIMITED	293	52.3214

#### D. Applicant Details

Details of the applicant who has submitted the requisition form	
Applicant's Name	RAJESH KUMAR AGARWAL
Address	S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL
Applicant's Status	Advocate