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M/s. Shree Krishna Constructions

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AGREEMENT

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Document are part of this Document

Post Sub-Registrar Bnakti Nagar, Jalpaiguri

JUN 2019

SI. No. 644 Dated 06 06 2019	
Name MIS Shree Krishna construction	
of Silique	
Value Rs	14

SANDHYA SAHA GOON GOVT, STAMP VENJOR SILIGURI COURT L/NO.-174RM OF 2015



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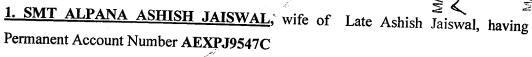
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M/s. Shree Krishna Constitut

THIS AGREEMENT IS MADE ON THIS THE $\frac{\mathcal{I}^h}{}$ DAY OF JUNE, TWO THOUSAND AND NINETEEN

BETWEEN



- 2. MISS HANSIKA SAHU, daughter of Sri Rajesh Kumar Sahu, having Permanent Account Number DQDPS6311G
- 3. SRI KUSHAGRA SAHU, Son of Sri Rajesh Kumar Sahu, having Permanení A0ccount Number DPKPS5467D

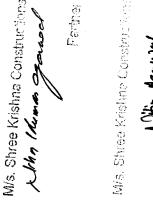
All of them Hindu by religion, No.1 house-wife and No. 2 & No. 3 students, all of them residents of Pranami Mandir Road, Siliguri, Post Office Sevoke Road and Police Station Bhaktinagar, District Jalpaiguri - hereinafter referred to as "The Owners" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include their heirs, legal representatives, executors, administrators and assigns) of the ONE PART. All of hem

ndians by nationality

SHREE KRISHNA CONSTRUCTION, (having PA No. ADUFS5769H), a partnership firm having it's principal office at Sanjeevni Apartment, Station Feeder Road, Siliguri, Post Office and Police Station Siliguri, District Darjeeling hereinafter called the " DEVELOPER" (which name and expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include it's representatives, successors-in-office and assigns) of the OTHER PART, represented in these presents by it's partners, 1. Sri Nitin Kumar Agarwal, son of Late Raj Kumar Agarwal, Hindu by religion, Indian by nationality, resident of Guru Nanak Sarani, Punjabipara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling and 2. Sri Nitin Agarwal, son of Sri Suresh Kumar Agarwal, resident of Babupara, Post Office and Police Station Siliguri, District Darjeeling.

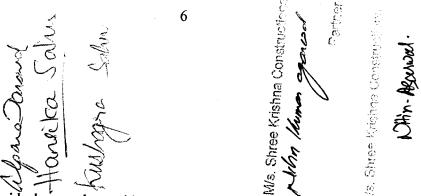
WHEREAS:

- Mrs. Shree Krishna Constr_{ich} A. That Arvind Kumar Prasad, son of Late Gauri Shankar Prasad, became the sole and absolute owner of all that piece and parcel of land measuring 48 (forty eight) kathas, more or less, comprised in Plot No. 429 (R.S), appertaining to Khatian No. 321/1, Sheet No.07, Mouza Dabgram, Pargana Baikunthapur, holding No. 3342 within Ward No. 40 of Siliguri Municipal Corporation, Post Office Sevoke Road , Police Station Bhaktinagar , District Jalpaiguri , by virtue of a Deed of Partition, registered in Book No. I, CD Volume No. 08, Pages 5494 to 5508, being Document No. 00956 for the Year 2008, registered in the office of the Additional District Sub Registrar, Siliguri, District Darjeeling.
- B. That aforesaid Arvind Kumar Prasad, expired on 30th Day of August, 2008, leaving behind his wife Smt Asha Prasad, her three daughters namely (1) Smt Anila Sahu, wife of Sri Rajesh Sahu, (2) Smt Alka Jaiswal, wife of Sri Abhay Jaiswal and (3) Smt Alpana Ashish Jaiswal.
- C. That Smt Anila Sahu, wife of Sri Rajesh sahu also expired leaving behind a son 1. Sri Kushagra Sahu and only daughter Miss Hansika Sahu.
- D. 1. Smt Asha Prasad, 2. Sri Kushagra Sahu, 3. Miss Hansika Sahu, 4. Smt Alka Jaiswal and 5. Smt Alpana Ashish Jaiswal became the sole and absolute Owners of the land measuring 48 kathas, more or less, comprised in Plot No. 429 (R.S), appertaining to Khatian No. 321/1, Sheet No.07, Mouza Dabgram, Pargana Baikunthapur , holding No. 3342 within Ward No. 40 of Siliguri Municipal Corporation, Post Office Sevoke Road, Police Station Bhaktinagar, District Jalpaiguri, free from all encumbrances and charges whatsoever.
- E. That by a mutual understanding between themselves the aforesaid land was partitioned among themselves with their respective shares according to Hindu Succession Act, 1956, according to which the deceased are governed.
- F. That by virtue of the aforesaid amicable partition between themselves the Owners 1. Smt Asha Prasad , 2. Sri Kushagra Sahu , 3. Miss Hansika Sahu , and 4. Smt



Alpana Ashish Jaiswal became the Owner of the below mentioned Schedule A land collectively.

- G. That-Smt Asha Prasad gifted her undivided share to her daughter Smt Alpana Ashish Jaiswal wife of Late Ashish Jaiswal and the same was registered in the office of the Additional District Sub-Registrar, Bhaktinagar, Jalpaiguri in three Deed of Conveyance/s (Sale) No.1 being Document No. I 2350 for the Year 2019, registered in Book No. 1 Volume No. 0711-2019, Pages from 59813 to 59829. No. 2 being Document No. I 2349 for the Year 2019, registered in Book No. 1 Volume No. 0711-2019, Pages from 59761 to 59777 and No. 3 being Document No. I 2351 for the Year 2019, registered in Book No. 1, Volume No. 0711-2019, Pages from 60106 to 60122.
- H. That by virtue of Inheritance and aforesaid transfer by virtue of Deed of Gifts the Owners herein are thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entirety of the land, more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as "the said premises".
- I. For the purpose of an integrated development, the Owners 1. Sri Kushagra Sahu, 2. Miss Hansika Sahu, and 3. Smt Alpana Ashish Jaiswal collectively decided to develop their portion or the said premises by demolition of the existing structures and constructing a multistoried building thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, they approached the Developer herein to develop the said premises by constructing a multistoried building thereon, to which the Developer has agreed on the terms and conditions stated hereunder.
- J. All costs, charges and expenses in connection with the preparation of the plan or plans for construction of the building at the said premises, getting the same approved and/or sanctioned by the Siliguri Municipal Corporation, and for completing the construction of the building at the said premises in accordance



with the said plan or plans with or without any modification, shall be borne and met by the Developer.

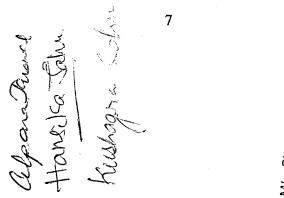
K. The Owners has agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.

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

ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

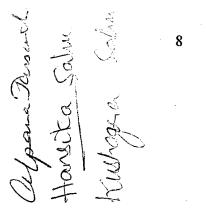
- 1.1 Owners shall mean the said 1. Sri Kushagra Sahu, 2. Miss Hansika Sahu, and 3. Smt Alpana Ashish Jaiswal, the aforesaid persons not only as Owners but also as having whatsoever right, title or interest that he or any person claiming under, through or in trust for them may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the First Schedule hereunder written including their heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said SHREE KRISHNA CONSTRUCTION, and its executors, representatives, administrators and assigns including its Partners at all materials times.
- 1.3 Premises shall mean ALL THAT the entirety of the premises more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building (Basement + Parking + Seven storied building) to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Siliguri





Municipal Corporation for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.

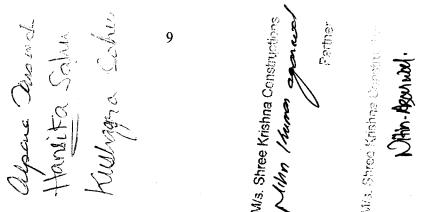
- 1.5 Unit shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building to be constructed at the said premises.
- 1.6 Super built-up area shall mean the total constructed area which will include corridors, staircases, landings, passageways, lift well, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said Premises.
- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building to be constructed at the said premises.
- 1.8 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the Siliguri Municipal Corporation including modification or variation thereof which may be made from time to time.
- 1.9 Saleable Area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required therefor.
- 1.10 Old Building shall mean the building or portion thereof and the structures at present existing at the said premises.
- 1.11 Owner's Allocation shall be One flat measuring 800 Sq ft, more or less in the rear portion of the top floor (the measurement of which includes proportionate share of staircase landings and lift area with 20 % super built up area) and a sum of Rs 12,15,13,000/- (Rupees twelve crore fifteen lac thirteen thousand) only to be paid by the Developer to the Owners as full and final consideration, subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said





premises, including the common facilities, together with all amenities to be allocated to the Owners as part consideration for permitting the Developer to develop the said premises and commercially exploit the same. That the aforesaid sum shall be paid by the Developer to the Owners as follows:-

- a. A sum of Rs 81,00,000/- as first installment to be cleared by the Developer before execution of this agreement.
- b. A sum of Rs 3,78,04,333/- as Second Installment within 12 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
- c. A sum of Rs 3,78,04,333/- as Third Installment within 24 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
- d. A sum of Rs 3,78,04,334/- as Fourth and final Installment within 36 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
- 1.12 **Developer's Allocation** shall mean the remaining constructed area along with the super built-up area of the building as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said premises including the common facilities which shall absolutely belong to the Developer after providing for the Owner's Allocation as aforesaid under this agreement, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation.
- 1.13 Transfer with its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.



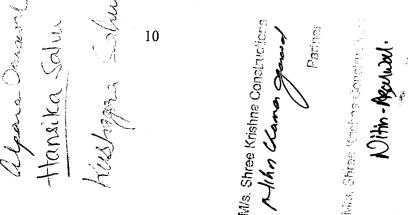
- 1.14 Transferee shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said premises, has been transferred.
- 1.15 Words importing singular shall include plural and vice versa.
- 1.16 Words importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

ARTICLE II - COMMENCEMENT

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

ARTICLE III - OWNERS'S RIGHTS & REPRESENTATIONS

- 3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.
- 3.2 Excepting the Owners, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.
- 3.3 The said premises is free from all encumbrances, lien, lis pendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- 3.4 There is no vacant land at the said premises within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.
- 3.5 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the Owners or any person claiming under them.
- 3.6 It is agreed and understood by and between the parties hereto that the Owners shall sign all such forms and papers as would be required by the Developer for the purpose of obtaining such clearance certificates for transfer of the undivided



proportionate share of land pertaining to the area falling under the Developer's Allocation at the cost of the Owners.

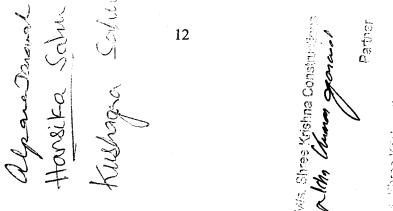
ARTICLE IV - DEVELOPER'S RIGHTS

- 4.1 The Owners hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said Premises upon the demolition of the old structures standing thereon and constructing the new building at the said premises in accordance with the plan or plans to be sanctioned by the Siliguri Municipal Corporation with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Siliguri Municipal Corporation and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.
- 4.3 Nothing in these presents shall be construed as a demise or any assignment creating any charge or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive and irrevocable licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's

allocation in the new building to be developed at the said premises in the manner hereinbefore and hereinafter stated.

ARTICLE V - CONSIDERATION

- 5.1 In consideration of the Owners allowing the Developer to develop the said premises the Developer shall allocate One flat measuring 800 Sq ft, more or less in the rear portion of the top floor (the measurement of which includes proportionate share of staircase landings and lift area with 20 % super built up area) and a sum of Rs 12,15,13,000/- (Rupees twelve crore fifteen lac thirteen thousand) only to be paid by the Developer to the Owners as full and final consideration, subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said premises, including the common facilities, together with all amenities to be allocated to the Owners as part consideration for permitting the Developer to develop the said premises and commercially exploit the same. That the aforesaid sum shall be paid by the Developer to the Owners as follows:
 - a. A sum of Rs 81,00,000/- as First installment to be cleared by the Developer before execution of this agreement.
 - b. A sum of Rs 3,78,04,333/- as Second Installment within 12 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
 - c. A sum of Rs 3,78,04,333/- as Third Installment within 24 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
 - d. A sum of Rs 3,78,04,334/- as Fourth and final Installment within 36 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.



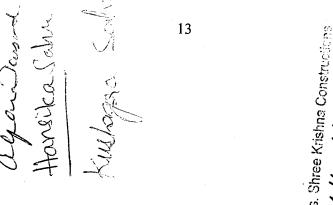
The specifications of the said residential flat being the Owner's Allocation has been described in a separate sheet annexed to these presents.

ARTICLE VI - PROCEDURE

- 6.1 The Owners shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement to be retained until the completion of the construction of the new building at the said premises.
- 6.2 The Owners shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its partners as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally.
- 6.3 The Owners along with his family and other occupants, if any, shall remove all belongings and vacate the said premises and hand over physical possession thereof to the Developer within fifteen days from the date of signing of this Agreement. Upon such delivery of vacant possession of the said premises, the Developer shall demolish the existing house/structures on the said premises and remove the debris there from at its own cost and expense for the convenience of the construction work of the new building.
- 6.4 That no rent or any remuneration of any nature shall be paid by the Developer to the Owners as rent for alternative accommodation.

ARTICLE VII - SPACE ALLOCATION

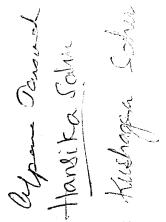
7.1 Upon finalization of the plan for construction of the new building at the said premises, the Parties hereto shall earmark the Owner's Allocation (if desired by the



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Owners) as stated hereinabove and as set out in the Second Schedule hereunder written, subject to the modifications and variations as may be permitted by the Siliguri Municipal Corporation, and the balance of the constructed area shall go to the share of the Developer in consideration of its having undertaken the construction of the new building at its own cost.

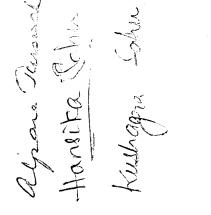
- 7.2 The Developer shall on completion of the new building, put the Owners in undisputed possession of the Owner's allocation together with all rights in common in the common portions and common facilities.
- 7.3 Subject as aforesaid, the common portion of the said new building or buildings and open spaces (excluding the roof of the building until completion of construction) shall belong to the Owners and Developer in proportion to their sharing ratios/allocation herein mentioned.
- 7.4 The Owners shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owner's allocation in the new building at his will, subject to the conditions laid down elsewhere in this agreement.
- 7.5 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building with exclusive right to choose and enter into agreements with intending purchasers thereof, fix rates, receive payments of advances and consideration money from the intending purchasers and to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.
- 7.6 In so far as necessary, all dealings by the Developer in respect of construction and completion of the new building shall be in the name of the Owners for which purpose the Owners undertakes to give in favour of any one or more of the partners of the Developer firm or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.





ARTICLE VIII - BUILDING

- 8.1 The Developer shall at its own costs, construct erect and complete the new building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by its Architects from time to time. The new building shall be of residential type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Siliguri Municipal Corporation. The Owner's Allocation shall be provided with the fixtures, fittings and amenities as set out in the separate sheet annexed to this agreement titled "Specifications".
- 8.2 The salvage arising out of the demolition of the old house/structures shall belong to the Developer and the Developer shall be entitled to dispose of the same and realize the proceeds thereof.
- 8.3 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.
- 8.4 The Developer shall install and erect in the said new building, at its own costs, pumps, tube-well, water storage tanks and other facilities as are required to be provided in a multi-storied building in Siliguri having self-contained units and constructed for sale of constructed areas therein on Ownership basis and as mutually agreed to.
- 8.5 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building and other inputs and facilities required for the construction and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer firm or one or more of its partners Power(s) of attorney and other





authorities as shall be required by the Developer and all costs charges and expenses thereof shall be borne and met by it.

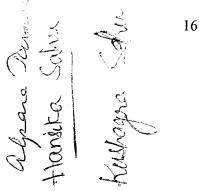
8.6 The Developer shall at it's own costs and expenses, construct and complete the said new building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.

8.7 All costs, charges and expenses, including architect's fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the Owners shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

ARTICLE IX - COMMON FACILITIES

9.1 The Developer shall pay and bear all Corporation taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owners to the Developer, till the date of the Owners receiving the Owner's Allocation as stated herein in the new building and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc., in respect of the Developer's Allocation only.

9.2 As soon as the new building is completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owner's Allocation in the building and after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the said Owner's Allocation, the said rates to be

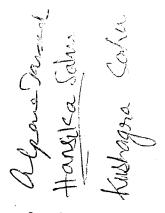




apportioned pro-rata with reference to the saleable space in the building if the same are levied on the building as a whole.

9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.

9.4 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building which will be fixed and/or determined mutually from time to time for the common facilities in the new building payable in respect of the Owner's Allocation. The said charges include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or in the accommodation with the Owner's Allocation or any part thereof or any additional maintenance or repair is required for the Owner's Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges, as the case may be.



9.5 Any transfer of any part of the Owner's Allocation in the new building shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owner's transferee(s) does/do not pay the said rates and service charges for the common facilities. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoings and impositions in respect of the portions allocated to the Owners to the authorities concerned.

9.6 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises.

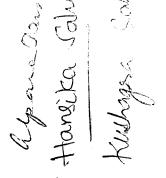
ARTICLE X – COMMON RESTRICTIONS

10.1 The Owner's Allocation in the new building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building which shall include the following.

10.2 The Owners/Developer shall not use or permit to use the Owner's Allocation/Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

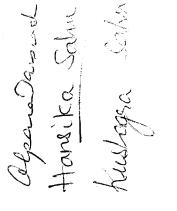
10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other and the architect in writing in this behalf.

10.4 Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless:





- a) Such party shall have observed and performed all terms and conditions on their respect/part to be observed and/or performed, and
- b) The proposed transferee/s has/have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in his/her/their/it's possession.
- 10.5 Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.
- 10.6 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach. The respective allottees shall always permit the repair and maintenance works of the building in general and the flats in particular including electrical, plumbing and other works in the best interest of all concerned.
- 10.7 The parties hereto shall not do or cause or permit to be done any act or thing which may render void or voidable any insurance of the new building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 10.8 No goods or other items/materials shall be kept by the Owners or by the Developer for display or otherwise in the staircase/landings/corridors/passages or other places for the common use in the new building and no hindrance shall be caused in any manner in the free movement in the staircase/landings/corridors/passages and other places for common use in the new building and in case any such hindrance is

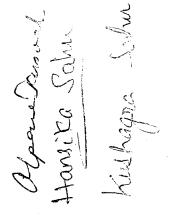


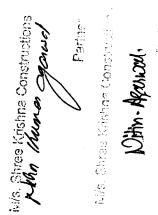
W/s. Shree Krishna Constructions caused, the Developer or the Owners, as the case may be, shall be entitled to remove the same at the risk and cost of the other.

10.9 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.

<u>ARTICLE XI – OWNER'S OBLIGATIONS</u>

- 11.1 The Owners hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer or by their acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.
- 11.2 The Owners hereby agree and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building.
- 11.3 The Owners hereby agrees and covenants with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction. However, the Owners shall always have the right to enter into agreement for sale/lease and transfer in respect of the Owner's Allocation only with the consent of the Developer during the period of the construction work and only after the completion of the construction work and handing over the possession of the Owner's Allocation and fulfillment of all the obligations under this agreement and /or any further agreement, the Owners shall be entitled to deal with or dispose the remaining portion of the Owner's Allocation .
- 11.4 That the GST liability with respect to the Owners allocation shall be paid and borne by the Owners. The Developer shall have no liability of any nature in this respect.





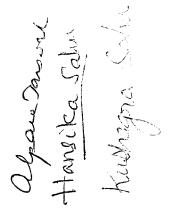
ARTICLE XII – DEVELOPER'S OBLIGATIONS

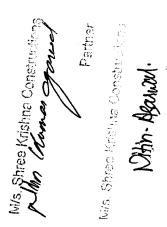
12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the Owner's allocation in the new building at the said premises in terms of the sanctioned plan/s within a period of 48 (forty eight) months from the date of obtaining the sanctioned Plan from the Siliguri Municipal Corporation subject to the obtaining of vacant possession of the said premises from the Owners for the purpose of development. Such period shall however exclude any delay, which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

12.2 The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners is prevented from enjoying, selling, assigning and/or disposing of any of the Owner's Allocation in the new building at the said premises, subject to the terms and conditions herein contained.

12.3 That if the Developer fails to complete the construction of the Owner's allocation of the building at the said premises within the time specified in Clause 12.1 hereinabove in that event the Developer shall be afforded a further period of six months to complete such construction, but no further extension shall be allowed. If, however, the Developer is unable to complete the construction of the new building at the said premises within the extended period, it shall be entitled to seek payment of the cost of the construction upto the extent undertaken by it from the Owners along with the amount of consideration deposit paid by it in terms of this agreement without any interest.

12.4 Tax liabilities such as income tax, sales tax, wealth tax and other liabilities in the nature of provident fund contributions, E.S.I. etc., as statutorily leviable in respect of the construction activity upto the extent of the Developer's share in the allocation, excepting capital gains impositions, shall be borne by the Developer.





ARTICLE XIII - OWNER'S INDEMNITY

13.1 The Owners hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance, provided that the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or act of the Owners, the Owners undertakes to indemnify the Developer upto the extent of the damages/losses suffered by the Developer as a consequence thereof.

13.2 The Owners hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the Owner's Allocation and Developer's Allocation at the said premises.

ARTICLE XIV – DEVELOPER'S INDEMNITY

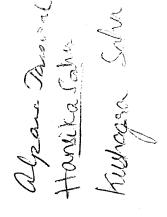
14.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of breach of the Developer in or relating to or arising out of the construction of the said building at the said premises.

14.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

ARTICLE XV - MISCELLANEOUS

15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership between the Developer and the Owners or as a joint venture between the

Shree Krishna Construction

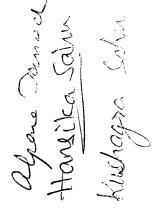


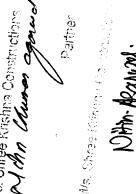
parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons. None of the parties shall be entitled to challenge the legality and/or validity or enforceability of this agreement on the ground of it being inadequately stamped and if the same is required to be stamped/impounded at any time hereafter the charges thereof shall be equally borne by the parties herein.

15.2 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the Owners and/or go against the spirit of this Agreement.

15.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid Registered post with acknowledgement due to the office of the Developer.

15.4 The Developer and the Owners shall mutually frame a scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the





Rules and Regulations of such Management/Society/Association/Holding Organization and hereby give their consent to abide by the same.

15.5 As and from the date of completion of the new building, the Developer and/or its transferees and the Owners and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.

15.6 The entire roof / terrace of the building, until the completion of the construction and grant of occupancy certificate by the competent authority, shall belong to the Developer exclusively. Further construction shall be carried out by the Developer at its cost on the roof/terrace if necessary sanction/approval is given by the Siliguri Municipal Corporation in the course of the construction of the building in terms of this agreement or at any time thereafter.

15.7 The new building to be constructed on the said premises shall be named as "KRISHNA HEIGHTS", as desired by the Owners in consultation with the Developer.

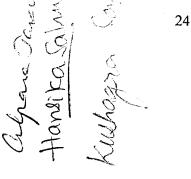
ARTICLE XVI - FORCE MAJEURE

16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

16.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVII – ARBITRATION

17.0 In case of any dispute, difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an





arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XVIII - JURISDICTIOIN

18.0 The Courts at Jalpaiguri alone shall have jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERRED TO

DESCRIPTION OF THE PREMISES

All that piece or parcel of homestead land measuring 36 kathas, more or less, situated within Pargana Baikunthapur, Mouza Dabgram, Sheet No.07, Post Office Sevoke Road, Police Station Bhaktinagar, District Jalapaiguri, J.L. No. 2, appertaining to Khatian No. 321/1 (R.S), comprised in Plot No. 429 (P), at Pranami Mandir Road, bearing Holding No. 215 / 3342 within Ward No. 40 of Siliguri Municipal Corporation.

The said premises is butted and bounded as follows:-

On the North: By Godown of Garg & Sons;

On the South: By Siliguri Municipal Corporation Road; (40 Feet wide Road),

Pranami Mandir Road.

On the East : By Mansarover Colony;

On the West: By Private Road and then Pranami Plaza.

THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of the residential flat and garage constituting the Owner's Allocation)



Mis. Shree Krishna Constructor One flat measuring 800 Sq ft, more or less in the rear portion of the top floo (the measurement of which includes proportionate share of staircase landings and lift area with 20 % super built up area) and a sum of Rs 12,15,13,000/- (Rupees twelve crore fifteen lac thirteen thousand) only to be paid by the Developer to the Owners as full and final consideration, subject to the available area as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said premises, including the common facilities, together with all amenities to be allocated to the Owners as part consideration for permitting the Developer to develop the said premises and commercially exploithe same. That the aforesaid sum shall be paid by the Developer to the Owners as follows:-

- e. A sum of Rs 81,00,000/- as First installment to be cleared by the Developer before execution of this agreement.
- f. A sum of Rs 3,78,04,333/- as Second Installment within 12 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
- A sum of Rs 3,78,04,333/- as Third Installment within 24 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.
- h. A sum of Rs 3,78,04,334/- as Fourth and final Installment within 36 months from the date of sanction of the building plan by the respective authority of the Siliguri Municipal Corporation.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

SIGNED and DELIVERED by the within named OWNERS at Siliguri in the presence of:

Scikat Lehootyd Slo Lt Sadbong shu Azhenga Kakimpana Siliguni.

SIGNED and DELIVERED by the within named DEVELOPER at Siliguri in the presence of:

Ront Against 810 lt M.P. Agawal Jevoke Lood Siligani.

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10-4 PN Barmar
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OWNERS

Mila. Shree Krishna Constructions

Alhn Kunon aganua

Partner

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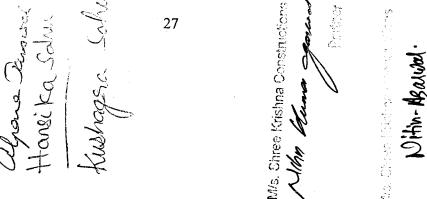
(Shree Krishna Construction) **DEVELOPER**

Represented by its partners Sri. Nitin Kumar Agarwal Sri Nitin Agarwal.

Drafted by me and computer set and printed in my chamber.

Debashish Chakraborty Advocate, Siliguri

Enrolment No. 202/210/1990.



SPECIFICATIONS IN RESPECT OF THE FLAT (to be allotted to the Owners-Second Schedule Flat).

- 1. Entire Flat of Marble flooring price not exceeding Rs 40/- Per Sq Ft
- 2. Kitchen slab of granite price not exceeding Rs 100/- Per Sq Ft.
- 3. Bathroom wall: Covered with tiles upto 6 feet height.
- 4. Main door of flat :32 MM with mica pasting.
- 5. Interior doors of flat: 32 mm Flush Doors with white surface paint.
- 6. Two Bathroom cum toilet in flat: one Indian type and one Western type toilet.
- 7. Bathroom doors: PVC doors.
- 8. Doors shall have wooden frame (chowkath) 5 x 2.5 size.
- 9. Windows: Aluminium frame.
- 10. Walls: Brick built, cement plastered walls with coat of lime punning in interior.
- 11. Electrical points in all rooms with concealed wiring of ISI quality materials
- 12. Switches of MK Ivory modular switches.
- 13. Wires of Mescab, Anchor etc.
- 14. Other works at the cost of Owners.

SPECIFICATION IN RESPECT OF BUILDING (to be constructed in First Schedule land).

- 1. Standard specifications as aforesaid.
- 2. Layout of flats as per approved plan and special requirements at extra cost.
- 3. Boring of 4" inches till 60 to 70 Ft depth.
- 4. Main gate and sub-gate: Decorated.
- 5. Staircase: Marble slabs with steel railings.
- 6. Water tank: Two tanks of 2000 ltrs. each in fixed location above top terrace/roof.

- 7. Electricity meter: Common to be installed by developer. Separate to be installed by subsequent allottees / purchasers at own cost at specified portion.
- 8. Steel rods: ISI/Super/SRMB.
- 9. Finishing of boundary walls on all four sides.
- 10. The name of the building "KRISHNA HEIGHTS" in stainless steel letters of English script to be fixed in frontal face of building.

Alpana Tanswel Hansika Sahu Kushagra Sahu

M/s. Shree Krishna Constructions withou (lunes ogonword

Ma. Shees Krishna Constructions

Witin-Bawal.

Signed on behalf of Developer

Signature of Owners

Date:

Place: SILIGURI.

EXECUTANT SHEET

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Alpane Taiswal
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Partner

With-Asarwal

SIGNATURE

Partner

आयकर विमाग INCOME TAX DEPARTMENT

भारत सरकार GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड Permanent Account Number Card

ADUFS5769H

नाम / Name SHREE KRISHNA CONSTRUCTIONS



02122018

निगमन/गठ ने की तारीख Date Of incorporation/Formation 20/11/2018

M/s. Shree Krishna Constructions
With Acoust.
Partner



ভারতের নির্বাচন কমিশন পরিচয় পত্র **ELECTION COMMISSION OF INDIA** IDENTITY CARD

XEQ0607374



নির্বাচকের নাম :নিতিন আগরওয়াল

Elector's Name : Nitin Agarwal

পিতার নাম

: সুরেশ কুমার আগরওয়াল

Father's Name

: Suresh Kumar Agarwal

निञ् / Sex

:পুং / M

জন্ম তারিখ Date of Birth : XX / XX /1989

Witin-Agawadi

XEQ0607374

जानम त्यार्न वर्गू त्वार्फ. मिनिश्चिष्ट मिनिश्चिष्ट मार्खिनः 734004

Address:

ANANDA MOHAN BASU ROAD SILIGURI SILIGURI DARJEELING 734004

Date: 04/12/2008 26-শিশিগুড়ি নির্বাচন ক্লেত্রের নির্বাচক নিবন্ধন আধিকারিকের স্বাহ্নরের অনুকৃতি Facsimile Signature of the Electoral Registration Officer for 26-Siliguri Constituency

ঠিকানা পরিবর্তন হলে নতুন ঠিকানায় ভোটার লিট্টে নাম তোলা ও একই নম্মরের নতুন সচিত্র পরিচয়পত্র পাওয়ার জন্য নির্দিষ্ট ফর্মে এই পরিচয়পত্রের নম্বরটি উল্লেখ করুন। In case of change in address mention this Card No. In the relevant Form for including your name in the roll at the changed address and to obtain the card with same number.

आयकर विभाग INCOME TAX DEPARTMENT NITIN AGARWAL



भारत सरकार GOVT OF INDIA

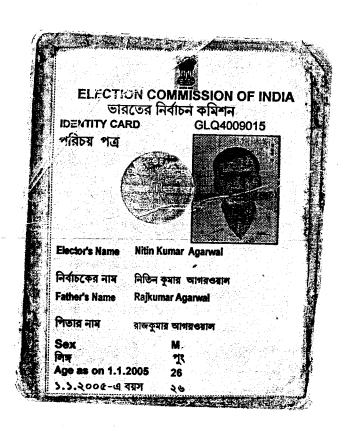
SURESH AGARWAL

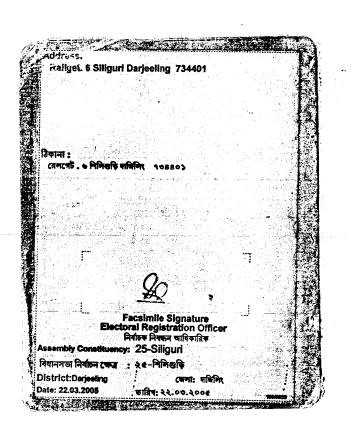
28/09/1989 Permanent Account Number APEPA4794E

URAN - April 2018



Within-Agarwal.





Miller Kuran Jawa

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER ACHPA8743R





नान /NAME **NITIN KUMAR AGARWAL**

पिता का नाम /FATHER'S NAME **RAJ KUMAR AGARWAL**

जन्म तिथि /DATE OF BIRTH 27-12-1978

हस्ताक्षर /SIGNATURE

Nidh Kumaz Agai

आयकर आयुक्त, प.वं.ना

COMMISSIONER OF INCOME-TAX, W.B.

Mihn Kumas gowal





भारत सरकार **GOVT. OF INDIA**

ALPANA ASHISH JAISWAL

ARAVIND KUMAR PRASAD

03/09/1972

ermanent Account Number

AEXPJ9547C



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Income Tax PAN Services Unit, NSDL
5th floor, Mantri Sterling,
PlocNo; 341, Survey No. 997/8,
Model Colony, Near Deep Bungalow Chowk,
Rune 411.016
761: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Oeffane Tanwal



INCOMETAX DEPARTMENT

ALPANA ASHISH JAISWAL

ARAVIND KUMAR PRASAD

03/09/1972

ermanent Account Number

AEXPU9547C



भारत सरकार GOVT. OF INDIA





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Pune 411016
Tel: 91-20-2721 8080, Fax: 91-20-2721 8081
e-mail: tininfo@nsdl.co.in

Oefpare Tarrock



ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD পরিচয় পত্র

WB/03/021/153271



Elector's Name

: Prasad Alpana : প্রসাদ আলপনা

নির্বাচকের নাম

Father/Mother/ Husband's Name

: Arabindakumar

পিতা/মাতা/স্বামীর নাম Sex

: অরবিন্দকুমার : Female

Age as on 1-1-95 : 22

১-১-৯৫ -এ বয়স

Address:

Hayadar Para Dabgram Bhaktinagar

ঠিকানা

হায়দার পাড়া

ডাবগ্রাম ভক্তিনগর



Facsimile Signature of Electoral Registration Officer নির্বাচক-নিবন্ধন আধিকারিক

For Rajganj Assembly Constituency রাজ্যপ্ত বিধানসভা নির্বাচন ক্ষেত্র

Place:

Sadar, Jalpaiguri

স্থান

সদর,জলপাইগুড়ি

Date

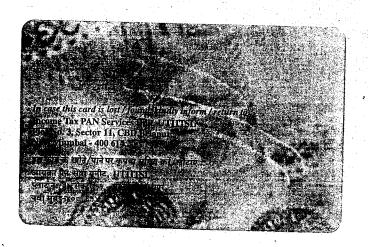
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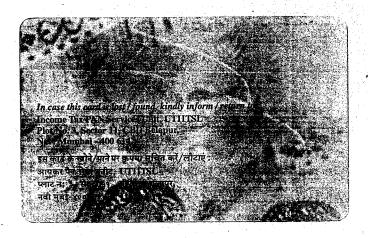
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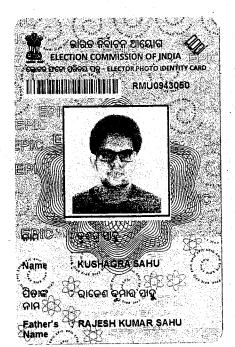
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Hansika Sahu





Kushagra Sahu



Kushagaia Sahu

Major Information of the Deed

Deed No :	I-0711-03648/2019	Date of Registration	07/06/2019
Query No / Year	0711-0000863173/2019	Office where deed is re	
Query Date	06/06/2019 8:44:51 PM	A.D.S.R. BHAKTINAGA	-
Applicant Name, Address & Other Details	D Chakraborty Thana : Siliguri, District : Darjeeli :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immor Declaration [No of Decla than Immovable Propert Agreement : 1], [4311] C Property, Receipt [Rs : 1	ration : 1], [4308] Other y, Agreement [No of other than Immovable
Set Forth value		Market Value	
Rs. 12,15,13,000/-		Rs. 12,15,13,000/-	
Stampduty Paid(SD)		Registration Fee Paid	•
Rs. 75,021/- (Article:48(g))		Rs. 12,15,151/- (Article:E	. E. E. B)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	the assement slip (Urban

Land Details:

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Pranami Mandir Road, Mouza: Dabgram Sheet No - 7, Ward No: 40 Jl No: 2, Pin Code: 734003

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-429	RS-321	Bastu	Bastu	36 Katha	12,15,13,000/	12,15,13,000/-	Width of Approach Road: 40 Ft., Adjacent to Metal Road,
	Grand	Total:			59.4Dec	1215,13,000 /-	1215,13,000 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger	print and Signatu	re		9
1	Name	Photo	Finger Print	Signature	CII.
	Smt Alpana Ashish Jaiswal (Presentant) Wife of Late Ashish Jaiswal Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Office			Alpine Oword	a -
		07/06/2019	LTI 07/06/2019	07/06/2019	,

P.O:- Sevoke Road, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AEXPJ9547C, Status: Individual, Executed by: Self, Date of Execution: 07/06/2019, Admitted by: Self, Date of Admission: 07/06/2019, Place: Office

2	Name	Photo	Finger Print	Signature	
	Miss Hansika Sahu Daugther of Shri Rajesh Kumar Sahu Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place : Office	07/06/2019		Harsika Sahu	1 # 1
			LTI 07/06/2019	07/06/2019	Technic a
1100	734003 Sex: Female, By Ca DQDPS6311G, Status :Indiv , Admitted by: Self, Date of	idual, Executed I	ipation: Studen ov: Self. Date of	Jalpaiguri, West Bengal, India, PIN t, Citizen of: India, PAN No.:: f Execution: 07/06/2019 Office	
3	Name	Photo	Finger Print	Signature	To the second
	Shri Kushagra Sahu Son of Shri Rajesh Kumar Sahu Executed by: Self, Date of Execution: 07/06/2019 , Admitted by: Self, Date of Admission: 07/06/2019 ,Place			Kushagra Sahu	

P.O:- Sevoke Road, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: DPKPS5467D, Status: Individual, Executed by: Self, Date of Execution: 07/06/2019, Admitted by: Self, Date of Admission: 07/06/2019, Place: Office

LTI 07/06/2019 07/06/2019

07/06/2019

Developer Details:

: Office

SI No	Name,Address,Photo,Finger print and Signature	
	Shree Krishna Constructions P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: ADUFS5769H, Status:Organization, Executed by: Representative	

Representative Details:

	Name,Address,Photo,Finger	print and Signatur	e			
1	Name	Photo	Finger Print	Signature		
	Shri Nitin Kumar Agarwal Son of Late Raj Kumar Agarwal Date of Execution - 07/06/2019, Admitted by: Self, Date of Admission: 07/06/2019, Place of Admission of Execution: Office			Mihn Kuman ganud		
		Jun 7 2019, 4:01PM	LTI 07/06/2019	07/06/2019		
2	Punjabi Para, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN -734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACHPA8743 Status: Representative, Representative of: Shree Krishna Constructions (as Partner)					
-	Name	Photo	Finger Print	Signature		
	Shri Nitin Agarwal Son of Shri Suresh Kumar Agarwal Date of Execution - 07/06/2019, , Admitted by: Self, Date of Admission: 07/06/2019, Place of			Dition Agenwal.		

Babupara, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APEPA4794E Status Representative, Representative of: Shree Krishna Constructions (as Partner)

LTI 07/06/2019

07/06/2019

Identifier Details:

Admission of Execution: Office

Name	Photo	Finger Print	Signature	3 1 L
Shri Tapas Barman Son of Late P N Barman Siliguri, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001			Tapas Darma	
	07/06/2019	07/06/2019	07/06/2019	0.1
dentifier Of Smt Alpana Ashish Jaiswal	Miss Hansika Sahi	Shri Kuchaara	Sahu Shri Nitin Kumar Aganyal Shri Niti	- 3

Identifier Of Smt Alpana Ashish Jaiswal, Miss Hansika Sahu, Shri Kushagra Sahu, Shri Nitin Kumar Agarwal, Shri Nitin Agarwal

Trans	Transfer of property for L1								
SI.No	From	To. with area (Name-Area)							
1	Smt Alpana Ashish Jaiswal	Shree Krishna Constructions-19.8 Dec							
2	Miss Hansika Sahu	Shree Krishna Constructions-19.8 Dec							
3	Shri Kushagra Sahu	Shree Krishna Constructions-19.8 Dec							

Endorsement For Deed Number: I - 071103648 / 2019

On 07-06-2019

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

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

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

Presented for registration at 13:42 hrs on 07-06-2019, at the Office of the A.D.S.R. BHAKTINAGAR by Smt Alpana Ashish Jaiswal , 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 12,15,13,000/-

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

Execution is admitted on 07/06/2019 by 1. Smt Alpana Ashish Jaiswal, Wife of Late Ashish Jaiswal, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 2. Miss Hansika Sahu, Daughter of Shri Rajesh Kumar Sahu, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Student, 3. Shri Kushagra Sahu, Son of Shri Rajesh Kumar Sahu, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Student Indetified by Shri Tapas Barman, Son of Late P.N. Barman, Siliguri, P.O: Siliguri, Thanas Siliguri, P.O: Siliguri

Indetified by Shri Tapas Barman, , , Son of Late P N Barman, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

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

Execution is admitted on 07-06-2019 by Shri Nitin Kumar Agarwal, Partner, Shree Krishna Constructions (Partnership Firm), P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Shri Tapas Barman, , , Son of Late P N Barman, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

Execution is admitted on 07-06-2019 by Shri Nitin Agarwal, Partner, Shree Krishna Constructions (Partnership Firm), P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

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Indetified by Shri Tapas Barman, , , Son of Late P N Barman, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 12,15,151/- (B = Rs 12,15,130/-,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 12,15,151/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/06/2019 9:07PM with Govt. Ref. No: 192019200021845091 on 06-06-2019, Amount Rs: 12,15,151/-, Bank: Oriental Bank of Commerce (ORBC0100392), Ref. No. 56918374 on 06-06-2019, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,021/- Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 644, Amount: Rs.5,000/-, Date of Purchase: 06/06/2019, Vendor name: Sandhya Saha Goon

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 06/06/2019 9:07PM with Govt. Ref. No: 192019200021845091 on 06-06-2019, Amount Rs: 70,021/-, Bank: Oriental Bank of Commerce (ORBC0100392), Ref. No. 56918374 on 06-06-2019, Head of Account 0030-02-103-003-02

Jell

Tapash Kanti Ghosh

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Jalpaiguri, West Bengal

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Certificate of Registration under section 60 and Rule 69. Registered in Book - I Volume number 0711-2019, Page from 92108 to 92155 being No 071103648 for the year 2019.



Digitally signed by TAPASH KANTI

Date: 2019.06.13 13:53:01 +05:30 Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 13-06-2019 13:51:35 **ADDITIONAL DISTRICT SUB-REGISTRAR** OFFICE OF THE A.D.S.R. BHAKTINAGAR

West Bengal.