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Green Hill Industries (P) Ltd

Director

Shiv Shakti Lifespace

Harish Kumar Agarwal
Partner

Shiv Shakti Lifespace

Partner

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT IS MADE ON
THIS THE 11th DAY OF FEBRUARY 2020 AT
SILIGURI.

Cont.P/2

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

Addl. District Sub-Registrar,
Siliguri-II at Gangra

11 FEB 2020

GREEN HILL INDUSTRIES PRIVATE LIMITED (PAN: AABCG8412E), A Private Limited Company incorporated under the provision of Companies Act 1956 bearing certificate of Incorporation No. U20299WB1997PTC085877 Dated 12/11/1997, having its office 4A, Pollock Street, Room No. 101D, 1st Floor, Swaika Centre, Kolkata-700001, P.O. & P.S. Burrobarazar --- hereinafter called **LAND OWNER/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **ONE PART** represented by one of its Director duly authorized for this purpose **SRI MANOJ KUMAR AGARWAL (PAN: ACRPA9092M)** S/o Sri Hari Kishan Agarwal, Hindu by religion, Indian by Nationality, Director of the above named Company by Occupation, resident of Tirumani Apartment, Ashutosh Chowdhury Avenue, Near Birla Mandir, Ballygunge, Kolkata-700019, P.O. & P.S. Ballygunge in the District of South 24 Pargana.

A N D

M/S SHIVSHAKTI LIFESPACE (PAN:- ADIFS5396J) A Partnership Firm, having its Office at 4A, Pollock Street, Room No. 101D, 1st Floor, Swaika Centre, Kolkata-700001, P.O. & P.S. Burrobarazar represented by one of its Partners **(1) SRI MANISH KUMAR AGARWAL (PAN:- AEFPA5395F)** S/o Sri Durga Prasad Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, resident of 427 Nehru Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri, District-Darjeeling & **(2) SRI MANOJ KUMAR AGARWAL (PAN:- ACRPA9092M)** S/o Sri Hari Kishan Agarwal, Hindu by Religion, Indian by Nationality, Business by occupation, resident of Tirumani Apartment, Ashutosh Chowdhury Avenue, Near Birla Mandir, Ballygunge, Kolkata-700019, P.O. & P.S. Ballygunge in the District of South 24 Pargana ---- hereinafter referred to as the **DEVELOPER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, successors in office, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

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Green Hill Industries (P) Ltd.

[Signature]
Director

Shiv Shakti Lifespace

[Signature]
Partner

Shiv Shakti Lifespace

[Signature]
Partner

AND WHEREAS First Party hereof **GREEN HILL INDUSTRIES PRIVATE LIMITED** acquired a piece and parcel of land measuring 10.89 Acres appertaining to and forming part of Plot No. 207, 208, 209, 210, 214, 215, 227 & 246 of Sheet No. 1 recorded in Khatian No. 44, 65 & 107 of Mouza - Mahismari in the District of Darjeeling by virtue of a Deed of conveyance jointly executed by **PURNA KUMAR ADHIKARI, BHAWANI SHANKAR ADHIKARI, HARI PRASAD ADHIKARI & AVISEK SHARMA** and registered at the Office of the Additional District Sub-Registrar, Siliguri II at Bagdogra and Recorded in Book No. I, Volume No. 60, Pages 43 to 52 being Document No. 2369 for the year of 2006.

AND WHEREAS the First Party/owner is the absolute owners in possession of all that piece or parcel of land measuring 248 Decimal more fully described in the schedule given below, which is part of the aforesaid land.

AND WHEREAS the First Party are desirous of constructing multistoried building or block by block-wise separated building/residence/commercial or official blocks for purpose of selling them on ownership basis/renting/leasing 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 multipurpose use and advantage due to lack of funds, experiences, expertise, energy and preoccupations.

AND WHEREAS the Second Party and its partners are a bona-fide and renowned developer/ Promoter/ Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and has got standing goodwill and reputation to collect/advance/securities during the tenure of construction.

Cont.P/4

Green Hill Industries (P) Ltd

Shiv
Director

Shiv Shakti Lifespace

Harish Kumar Agarwal
Partner

Shiv Shakti Lifespace

Shiv
Partner

AND WHEREAS the First Party having come to know about the credential of the Second Party, the First Party approaches 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 its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/building/ utility areas/common spaces to the intending buyers/purchasers/ company's/ organizations/co-operatives and/or as deemed fit from its allocated share.

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 is hereby agreed by and between the parties hereto as follows:-

ARTICLE 1, DEFINATIONS

1. **OWNER:** Shall mean **GREEN HILL INDUSTRIES PRIVATE LIMITED** (First Party) their successor in interest and assigns.
2. **DEVELOPER:** Shall mean the aforesaid **SHIV SHAKTI LIFESPACE** represented by its partner **SRI MANISH KUMAR AGARWAL & SRI MANOJ KUMAR AGARWAL** and its successors in interest and assigns.
3. **BUILDING:** Shall mean multi storied residential building to be constructed on the said land in accordance with the Building Plan prepared which shall be approved by respective Regulatory Authority.

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Green Hill Industries (P) Ltd

Manoj K. V.

Director

Shiv Shakti Lifespace

Hemish K. P.
Partner

Shiv Shakti Lifespace

Manoj K. V.
Partner

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, fire protection, transformer and motor and other facilities which may be 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 occupancy after making the provisions for common facilities as aforesaid and for space required for car parking space.
6. **OWNER'S ALLOCATION:** shall mean 25% of the entire sale proceeds and/or absolute right over 25% the saleable 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 75% of the entire sale proceeds and/or absolute right over 75% of the saleable 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.

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Green Hill Industries (P) Ltd

Neelika

Director

Shiv Shakti Lifespace

Hemish Kew Singh
Partner

Shiv Shakti Lifespace

Neelika
Partner

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 25:75 among the two parties.

9. ARCHITECT: 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 it 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 except 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 proceeding 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.

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Green Hill Industries (P) Ltd

[Signature]

Director

Shiv Shakti Lifespace

[Signature]
Partner

Shiv Shakti Lifespace

[Signature]
Partner

6. That in case if in future any dispute or litigation arises or is found pending with respect to the land as more fully described in the schedule "A" below the same shall be settled by the First Party/Land owner at its own cost and the Second Party shall cooperate and assist the First Party in doing so, but the second party shall not make any expenditure in doing so.
7. 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.
8. That the Developer shall handover all documents, plans etc. to the owner after completion of the building and sell of entire Developers allocation.

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 the various sizes of shops, office spaces, show rooms, residential flats, parking, to public for their residence and/or commercial purpose 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.

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Green Hill Industries (P) Ltd

[Signature]

Director

Shiv Shakti Lifespace

[Signature]

Partner

Shiv Shakti Lifespace

[Signature]

Partner

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 they deem fit and proper subject to the general restrictions for mutual advantage inherent in the ownership offices, shops, showrooms, etc. They 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 favor of the developer for the sale of the Developers allocation by the Developer and/or both the parties may part on their respective shares by executing a Deed of Partition in this regard.
5. 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.
6. That the Developer shall be entitled to obtain loans, project loans etc., from any Bank, Financial Institution 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 and if any confirmation or document is required by the Developer/second party the owner/First Party shall provide it and fully co-operate with the Developer/second party.

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Green Hill Industries (P) Ltd to

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

Page - 9

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 - IV, BUILDING CONSIDERATION

1. That the Developer shall pay a sum of Rs. 5,00,000/- (Rupees Five Lakhs) only to the Land Lord as interest free refundable security deposit hereof for settlement of all their personal liabilities and claims in relation to the below schedule "A" property and the same shall be adjusted by the Developer from the allocation of the land owner/Sale Proceeding.
2. That the aforesaid sum of Rs. 5,00,000/- (Rupees Five Lakhs) only shall be Paid by the Developer to the Land Owner at the time of execution of this agreement.
3. In consideration of the owners having agreed to permit the developer to sell, save and except owners 25% saleable space as allocated shop rooms, show rooms, office space, residential flats, parkings and other saleable units/premises of the said premises and construct, erect and complete the building in the said land as the developer agrees.
 - a. At their own costs shall obtain all necessary permissions and/or approvals and/or consents.

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Green Hill Industries (P) Ltd

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

Page - 10

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.

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 25% of the entire sale proceeds or absolute right over 25% 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.

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Green Hill Industries (P) Ltd to

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

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 cum commercial purpose and to receive and collect all moneys in respect thereof which shall absolutely belong to the developer and it is hereto expressly 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 OWNER'S OBLIGATION

1. That the allocation of the owner will be 25% of the entire sale proceeds and/or absolute right over 25% of the salable space and the allocation of the developers will be the rest of the 75% of the entire sale proceeds and/or absolute right over 75% of the salable space in the building as per sanctioned plan duly sanctioned by the appropriate authority.

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2. That the Owner's/First Party shall not demand for any payment apart from that mentioned in this indenture whatsoever and any liability on part of the owner's such as P.F., E.T. and/or any other kind of personal liability to clear the said property shall be borne solely by the Land Owner itself.
3. That the owner shall co-operate and arrange to hand over the vacant possession of the said landed property after clearing all kind of dispute if any with whomsoever.
4. That the owner shall co-operate to get the Building Plan Sanction from the respective authority at the cost of Developer.
5. That in case of any dispute or obstructions in respect of title and/or possession of the below scheduled land, before/ during/post construction, the Developers shall take all necessary measures to resolve it and the land owners shall co-operate in any manner to resolve the same at the cost of the owners. Any delay in project due to such dispute or obstructions shall not be considered as delay in the part of the developer in completion of the project.

ARTICLE - VIII, THE DEVELOPER'S OBLIGATION

1. That the allocation of the owners will be 25% saleable space and/or sale Proceeding and the allocation of the developers will be the rest of the 75% of the saleable Space and/or sale Proceeding in the building as per sanctioned plan duly sanctioned by the Matigara Panchayat Samity or any Authority Concern. Land owner and developer shall share the sale Proceeding in the ratio of 25:75, land owner's share shall be directly deposited in its account by the purchaser and/or reimburse by the developer to the land owner.

Cont.P/13

Green Hill Industries (P) Ltd to

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

2. 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 the authority concerned and in conformity with the sanctioned plan as aforesaid.
3. 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 corporation and/or any other 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.
4. That the Land owners shall handover all documents, building plans and other related documents etc. to the developers after the completion of building, if in future Landowners requires the same it shall be provided by the developers.
5. That henceforth all documentation and plan renewal with all relevant legal cost to be borne by the developer which will be excluded from land owner's entity.

Cont.P/14

Green Hill Industries (P) Ltd

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

6. 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.
7. That the Developer at its own cost and expenses shall obtain connections for water, electricity, Fire, drainage, sewerage, Security System for common areas, Landscaping 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.
8. 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.
9. 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.
10. That the Developer shall complete all the common areas requisites such as fire, septic tanks, common bathroom, parking lots, common electricity, flooring, plumbing and waters (for common), exterior painting works, boundary wall and common roads and passage, etc

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Green Hill Industries (P) Ltd
[Signature]
 Director

Shiv Shakti Lifespace
[Signature]
 Partner

Shiv Shakti Lifespace
[Signature]
 Partner

12. That in case of any dispute or obstructions before/during/post construction, the Developers shall take all necessary measures to resolve it and the land owners shall co-operate in any manner to resolve the same.

ARTICLE IX - POWER OF ATTORNEY

1. The owners shall sign, execute and register one General Power of Attorney in favor of the developer 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 saleable space)

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 unconditional 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.

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Green Hill Industries (P) Ltd

Shiv Shakti

Director

Shiv Shakti Lifespace

Manish K. Sharma

Partner

Shiv Shakti Lifespace

Shiv Shakti

Partner

ARTICLE - X CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said building.
2. The construction shall be completed within 3 years of sanction/renewal of the building plan subject to force majeure. Further the stipulated time can be extended for a period of not more than 6 months.
3. That the said period of 3 years shall begin only after all previous disputes of the Land Owner is settled and in case there is delay in construction due to any reason whatsoever related to Land owners, the said period shall not be considered for calculation of 3 years as per point no. 2 of Article X.
4. That the Architects and Engineers so appointed shall be the deciding authority for the quality of the material used in construction and of the construction work too. They shall also be authorized to declare whether the residential/commercial premises are fit for possession or not.

ARTICLE - XI SPACE ALLOCATION

1. According to the completion of the floors of the building the saleable space shall be sold out only by the Developer, Space allocation shall be made only if both the parties decide to part and the constructed area being other 75% of the total portions of the said building shall belong to the developer exclusively.

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Green Hill Industries (P) Ltd

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

ARTICLE - XII, 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 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 on the parties hereto. The owner may inspect the site during the construction period and may indicate any variation and/or regarding quality of material if it is poor.
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, electrification, 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 cum commercial building and constructed spaces for sell and/or lease of constructed space therein on ownership basis.
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

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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 electricity, main switch, socket etc water pipeline, sewerage connection in portion of the owner's allocation.

ARTICLE XIII 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 spaces shall bear the same proportionately.

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Green Hill Industries (P) Ltd
[Signature]
 Director

Shiv Shakti Lifespace
[Signature]
 Partner

Shiv Shakti Lifespace
[Signature]
 Partner

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 - XIV, 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.

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Green Hill Industries (P) Ltd

Director

Shiv Shakti Lifespace

Partner

Shiv Shakti Lifespace

Partner

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 the rights of the owner and/or go against the spirit of this agreement.

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. Any notice required to be given by the developer shall without prejudice to any other mode of service available deemed to have been served on the owner if delivered by hand with due acknowledgement at the residence of the owner and shall likewise be deemed to have been served on the developer by the owner if delivered by hand or send by pre paid registered post to the registered office of the developer.
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. The name of the building shall be any name as decided by the developer.

Cont.P/21

Green Hill Industries (P) Ltd

Devendra Agarwal
Director

Shiv Shakti Lifespace

Manick Kumar
Partner

Shiv Shakti Lifespace

Devendra
Partner

6. The owner hereby assures the developer that there is no existing agreement regarding the development or sale 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.

ARTICLE - XV, 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.
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 - XVI, 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.

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ARTICLE - XVII, JURISDICTION

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

ARTICLE - XVIII, PAYMENT SCHEDULE

That the Second Party shall also pay to the First Party as interest free refundable security deposit for this indenture a total sum of Rs. 5,00,000/- (Rupees Five Lakhs) only at the time of execution of this agreement;

SCHEDULE OF LAND

All that piece or parcel of homestead land measuring 248 (Two Four Eight) Decimal appertaining to and forming part of R.S. Plot No. 133 (One Three Three) & 134 (One Three Four) corresponding to L.R. Plot No. 207 (Two Zero Seven) & 208 (Two Zero Eight), recorded in R.S. Khatian No. 5 (Five) & 9 (Nine) corresponding to L.R. Khatian No. 749 (Seven Four Nine) of Mouza - Mahismari, J.L. No. 47 (Four Seven), P.S. Pradhan Nagar in the District of Darjeeling. Propose Land Use:- Industrial Use, ROR of Land :- Rupni.

Plot wise detail of the land is as follows:-

PLOT NO.		KHATIAN NO.		AREA
R.S.	L.R.	R.S.	L.R.	
133	208	5	749	024 DECIMAL
134	207	9		224 DECIMAL

The Land is butted and bounded as follows:-

NORTH : ABOUT 23 FT WIDE ROAD,
 SOUTH : LAND OF SOMRA NAGESHTA,
 EAST : LAND OF LANDOWNER, P.K. ADHIKARY & HARI ADHIKARY,
 WEST : ABOUT 35 FT WIDE ROAD,

Cont.P/23

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. Amit K. Sahas
S/o Bhim Prasad Sahas
Mit an pally (G)
Siliguri - 05

Green Hill Industries (P) Ltd

Shiv K. Agarwal
Director

(FIRST PARTY)

2. Anand K. Das.
S/o. San Biki Das.
Paalpara, Siliguri

Shiv Shakti Lifespace
Manish Kumar Agarwal
Partner

Shiv Shakti Lifespace

Shiv K. Agarwal
Partner

(SECOND PARTY)

Drafted by me and printed at my office.

(Signature)
(RAJESH KUMAR AGARWAL)
ADVOCATE / SILIGURI
Reg. No. WB/73/1997

MEMO OF RECEIPT

Rs. 5,00,000/-

RECEIVED of and from the within named DEVELOPER by within named LAND OWNER the within sum of Rs. 5,00,000/- (Rupees Five Lakh) only paid by the DEVELOPER by Cheque/ RTGS to the LANDOWNER as interest free security deposit in respect of this development agreement as per the terms conveyed herein.

MEMO OF CONSIDARATION

BANK NAME	CHEQUE NO.	AMOUNT
SBI	3202041	500,000/-
		1
Total Rs.		5,00,000/-

Green Hill Industries (P) Ltd

Mayur Agarwal
Director












Shiv Shakti Lifespace

Manish Kumar Singh
Partner

Shiv Shakti Lifespace

Mayur Agarwal
Partner

FINGER IMPRESSION

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Hanish Kumar Agarwal					
RIGHT					

Hanish Kumar Agarwal

SIGN WITH DATE

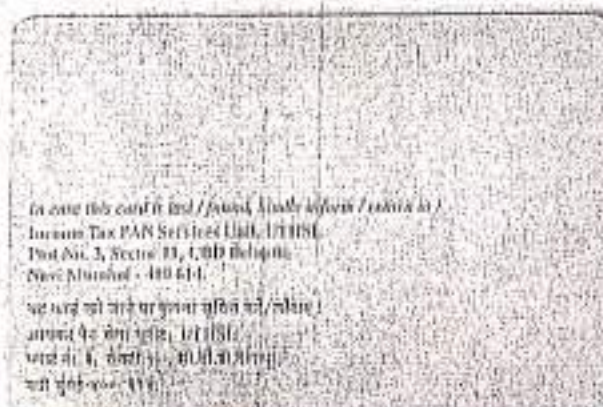
FINGER IMPRESSION

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Mayur Kumar					
LEFT					

Mayur Kumar

SIGN WITH DATE

आयकर विभाग INCOME TAX DEPARTMENT	भारत सरकार GOVT. OF INDIA
GREEN HILL INDUSTRIES PRIVATE LIMITED	
12/11/1997	
Presumptive Income of Partnership	
AADC60412E	

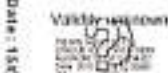




भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India

Enrolment No.: 2016/00673/07580

To
Manoj Kumar Agarwal
C/O Hari Kishan Agarwal
FLAT 83, TIRUMANI APARTMENT
ASUTOSH CHOWDHURY AVENUE
Ballygunge
NEAR BIRLA MANDIR
Ballygunge
Kolkata Ballygunge
West Bengal - 700019
9434083422



आपका आधार क्रमांक / Your Aadhaar No. :

9663 8948 6006

मेरा आधार, मेरी पहचान



भारत सरकार
Government of India



Manoj Kumar Agarwal
DOB: 25/12/1985
MALE



9663 8948 6006

मेरा आधार, मेरी पहचान



- ध्यान
- आधार पदचालन का प्रमाण है, नागरिकता का नहीं।
 - पहचान का प्रमाण ऑनलाइन ऑथेंटिकेशन द्वारा प्राप्त करें।
 - यह एक इलेक्ट्रॉनिक प्रतिया द्वारा बना हुआ पत्र है।

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

- आधार देश भर में मान्य है।
- आधार शक्ति में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

Address:
C/O Hari Kishan Agarwal, FLAT
83, TIRUMANI APARTMENT,
ASUTOSH CHOWDHURY
AVENUE, NEAR BIRLA MANDIR,
Ballygunge, Ballygunge, Kolkata,
West Bengal - 700019

9663 8948
6006

1947



help@uidai.gov.in

WWW

www.uidai.gov.in



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA



स्थायी आयकर सौजन्य कार्ड
Permanent Account Number Card

AEFPA5395F



नाम / Name
MANISH KR AGARWAL

पिता का नाम / Father's Name
DURGHA PRASAD AGARWAL

कार्ड की तारीख /
Date of Birth
25/07/1983

हस्ताक्षर / Signature
Manish Kr Agarwal

14/02/2018



ভারত সরকার

Unique Identification Authority of India
Government of India

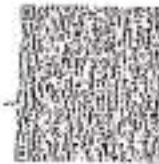
অধিকৃতি নম্বর / Enrollment No.: 12159149063302

to
শ্রী শ্রী কুমার অরুণাচল
Moulik Kr. Agnewal
427, BHALPURA HEIMU ROAD
SILIGURI BAZAR
Siliguri (M. Corp.)
Siliguri Bazar
Siliguri District
West Bengal 734006

25-02-2014
81873149



MOU035731492FH



আপনার আধার সংখ্যা / Your Aadhaar No. :

6139 6664 9865

আমার আধার, আমার পরিচয়



ভারত সরকার
GOVERNMENT OF INDIA



শ্রী শ্রী কুমার অরুণাচল
Moulik Kr. Agnewal
পিতা : শ্রী শ্রী কুমার অরুণাচল
Father : Shri Shri K. Agnewal
জন্ম তারিখ / DOB : 21/07/1983
লিঙ্গ / GENDER : MALE



6139 6664 9865

আমার আধার, আমার পরিচয়

Major Information of the Deed

Deed No :	I-0403-00912/2020	Date of Registration	11/02/2020
Query No / Year	0403-0000228997/2020	Office where deed is registered	
Query Date	07/02/2020 3:24:58 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	RAJESH KUMAR AGARWAL S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9734071122, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 12,79,68,000/-	Rs. 12,79,68,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks			

Land Details :

District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Mahismari, JI No: 47, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-133	RS-5	Bastu	Rupni	24 Dec	1,23,84,000/-	1,23,84,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
L2	RS-134	RS-9	Bastu	Rupni	224 Dec	11,55,84,000/-	11,55,84,000/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
		TOTAL :			248Dec	1279,68,000 /-	1279,68,000 /-	
	Grand Total :				248Dec	1279,68,000 /-	1279,68,000 /-	



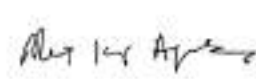


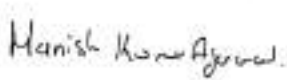
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature
1	GREEN HILL INDUSTRIES PRIVATE LIMITED 4A, Pollock Street, Room No. 101D, 1st Floor, Swai, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: AABCG8412E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SHIVSHAKTI LIFESPACE 4A, Pollock Street, Room No. 101D, 1st Floor, Swai, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001, PAN No.:: ADIFS5396J,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri MANOJ KUMAR AGARWAL Son of Shri Hari Kishan Agarwal Date of Execution - 11/02/2020, , Admitted by: Self, Date of Admission: 11/02/2020, Place of Admission of Execution: Office			
	Feb 11 2020 1:45PM	LTI	11/02/2020	11/02/2020
Tirumani Apartment, Ashutosh Chowdhury Avenue, Near Birla Mandir, Ballygunge, Kolkata, P.O:- Ballygunge, P.S:- Ballygunge Circular, District:-South 24-Parganas, West Bengal, India, PIN - 700019, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ACRPA9092M, Aadhaar No: 96xxxxxxxx6006 Status : Representative, Representative of : GREEN HILL INDUSTRIES PRIVATE LIMITED (as Director), SHIVSHAKTI LIFESPACE (as Partner)				
2	Name	Photo	Finger Print	Signature
	Shri MANISH KUMAR AGARWAL (Presentant) Son of Shri Durga Prasad Agarwal Date of Execution - 11/02/2020, , Admitted by: Self, Date of Admission: 11/02/2020, Place of Admission of Execution: Office			
	Feb 11 2020 1:45PM	LTI	11/02/2020	11/02/2020
427 Nehru Road, Khalpara, Siliguri, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: AEFP5395F, Aadhaar No: 61xxxxxxxx9865 Status : Representative, Representative of : SHIVSHAKTI LIFESPACE (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Amit Kumar Saha Son of Bhim Prasad Saha East Milanpally, Sukanta Sarani, Siliguri, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734005			
	11/02/2020	11/02/2020	11/02/2020

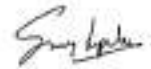
Identifier Of Shri MANOJ KUMAR AGARWAL, Shri MANISH KUMAR AGARWAL

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	GREEN HILL INDUSTRIES PRIVATE LIMITED	SHIVSHAKTI LIFESPACE-24 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	GREEN HILL INDUSTRIES PRIVATE LIMITED	SHIVSHAKTI LIFESPACE-224 Dec

On 10-02-2020

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 12,79,68,000/-



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

On 11-02-2020

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 13:10 hrs on 11-02-2020, at the Office of the A.D.S.R. BAGDOGRA by Shri MANISH KUMAR AGARWAL ..

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

Execution is admitted on 11-02-2020 by Shri MANOJ KUMAR AGARWAL, Director, GREEN HILL INDUSTRIES PRIVATE LIMITED (Private Limited Company), 4A, Pollock Street, Room No. 101D, 1st Floor, Swai, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001; Partner, SHIVSHAKTI LIFESPACE (Partnership Firm), 4A, Pollock Street, Room No. 101D, 1st Floor, Swai, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Indefinited by Shri Amit Kumar Saha, . . Son of Bhim Prasad Saha, East Milanpally, Sukanta Sarani, Siliguri, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Others

Execution is admitted on 11-02-2020 by Shri MANISH KUMAR AGARWAL, Partner, SHIVSHAKTI LIFESPACE (Partnership Firm), 4A, Pollock Street, Room No. 101D, 1st Floor, Swai, P.O:- Burrobazar, P.S:- Burrobazar, District:-Kolkata, West Bengal, India, PIN - 700001

Indefinited by Shri Amit Kumar Saha, . . Son of Bhim Prasad Saha, East Milanpally, Sukanta Sarani, Siliguri, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Others

Payment of Fees

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

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2020 1:19PM with Govt. Ref. No: 192019200178974691 on 11-02-2020, Amount Rs: 21/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 45858410 on 11-02-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

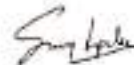
Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 74,020/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 38885, Amount: Rs.1,000/-, Date of Purchase: 19/12/2019, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 11/02/2020 1:19PM with Govt. Ref. No: 192019200178974691 on 11-02-2020, Amount Rs: 74,020/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 45858410 on 11-02-2020, Head of Account 0030-02-103-003-02



Suraj Lepcha

ADDITIONAL DISTRICT SUB-REGISTRAR

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

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2020, Page from 29870 to 29908

being No 040300912 for the year 2020.



Digitally signed by SURAJ LEPCHA
Date: 2020.02.27 10:11:57 +05:30
Reason: Digital Signing of Deed.

(Suraj Lepcha) 2020/02/27 10:11:57 AM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)

SL NO 38885 Date 19.12.2019
PURCHASER GREEN HILL INDUSTRIES PVT LTD
Full Address KOLKATA
Total Value 1000/-
Stamp Purchased from JPG Treasury-1

TDs
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl DSR Office, Rajganj, Jalpaiguri



Addl. Dist. Sub Registrar
Sh. Sub. at Bardhaman, West Bengal

91 FEB 2020