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GANAPATI CONSTRUCTION
GANAPATI CONSTRUCTION
KABULE KHONY
PARTNER

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GANAPATI CONSTRUCTION

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# DEVELOPMENT AGREEMENT

Certified that the Document is admitted to Registration and the Signature Sheet and the Endersement Sheet attached to this Document are part of this Document

> Addl. District Sub-Registrat Bhekti Nager, Jalpaigeri

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# DEVELOPMENT AGREEMENT



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# THIS INDENTURE IS MADE ON THIS THE 21<sup>ST</sup> DAY OF NOVEMBER, 2024.

## PARTIES:

#### 1.1 OWNERS:

- Mr. SANTOSH KHARGA, PAN-AEUPK1869B, AADHAR- 2756 7084 0002 son of Late Shri Bhim Bahaur Kharga;
- (2) Mrs. KABITA KHARGA, PAN AGHPK9572E, AADHAR- 9525 3622 9172 Wife of Santosh Kharga;
- (3) Mr. PRAKASH KHARGA alias PROKASH KHARGA, PAN-AFUPK5723P, AADHAR-8701 1232 2768, son of Late Shri Bhim Bahaur Kharga;

all Hindu by faith, Business by occupation, Indian by Nationality and residing at 2nd Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Jalpaiguri, West Bengal-734001 of the One Part.

## 1.2 DEVELOPER:

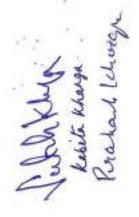
GANAPATI CONSTRUCTION, (having PAN AAZFG2176J) a Partnership Firm governed by the Indian Partnership Act, 1932 as amended upto date, having its registered office at HOLDING NO- 7/5/2713/2/1, 2ND MILE SEVOKE ROAD, UPPER BHANU NAGAR, Siliguri, Jalpaiguri, West Bengal, 734001, represented by its Partners: (1) Mr. SANTOSH KHARGA, PAN-AEUPK1869B and AADHAR- 2756 7084 0002, son of Late Shri Bhim Bahaur Kharga, (2) Mrs. Kabita Kharga, PAN – AGHPK9572E and AADHAR- 9525 3622 9172, Wife of Santosh Kharga, (3) Mr. Karan Kharga, PAN-GELPK2241Q, Aadhar- son of Mr. Santosh Kharga, (4) Mr. Nitesh Kharga, PAN-CPHPK0669F and AADHAR- 7349 3590 5121, son of Mr. Santosh Kharga all Hindu by faith, Business by occupation, Indian by Nationality and residing at 2nd Mile, Upper Bhanu Nagar, Sevoke Road, Siliguri (M. Corp), Dist: Jalpaiguri, West Bengal- 734001 of the Other Part.



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The terms "Owner" and "Developer" shall include each of their respective successor-in-interests, executors, legal representatives, nominees and assigns.

# 2. SUBJECT MATTER

The "Project" being development of the Premises described in Schedule-B by constructing a fully featured building complex having, primarily commercial units with provision for development of portions thereof for residential / mercantile/ multipurpose purposes if feasible and viable and if so mutually agreed upon between the Parties hereto which units/constructed spaces can be separately and exclusively used and/or enjoy for the ear marked purpose(s).

#### 3. BACKGROUND

- 3.1 The Owner and the Developer are the joint owners of their respective undivided share in the Premises (described in the Schedule-B). The devolution of title of the Premises is mentioned in Schedule "A" hereto.
- 3.2 The Parties being the owners of the Premises free from all encumbrances and with marketable unencumbered title on which the Parties and/or each of them are fully satisfied and have no reservations, whatsoever, and also being satisfied that no person other than the Parties herein has or can have any right, title and/or interest, of any nature whatsoever in the Premises or any part thereof and also being further satisfied that there will not be any difficulty for the Parties herein to construct, develop and/or promote the commercial Project, are, therefore, desirous of taking up construction and development of the commercial Project on the Premises;
  - 3.3 The Developer, is having the technical knowhow, expertise and experience to develop the commercial Project and hence the Parties herein have decided that the commercial Project be developed by the Developer herein for and on behalf of itself and also on behalf of the Owner.

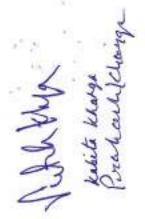


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3.4 In consideration of the foregoing and also in consideration of the manual covenants and agreements contained herein and also other good and valuable consideration as mentioned in this agreement, the receipt and sufficiency of which are hereby respectively acknowledged by the Parties herein and each of them, it has been thought fit and proper to put into writing the terms and conditions as so mutually agreed upon by and between the Parties hereto.

# 4. NOW IT IS AGREED AND DECLARED:

#### 4.1 AGREEMENT:

- (a) The Developer is hereby appointed to construct and execute the commercial Project on the Premises for and on behalf of itself and also on behalf of the Owner herein and for the purpose of enabling the Developer to take up such development for and on behalf of the Owner, the Owner is hereby granting an exclusive right to the Developer for the purpose of construction and development of the commercial Project for and on behalf of the Owner and the Developer (apart from having taken up development of the Project for itself and on its own account) hereby accepts such appointment from the Owner on the terms and conditions herein contained.
- (b) With regard to such development, it is agreed, confirmed and clarified by and between the Parties hereto, that this agreement is not an agreement to sell and/or transfer of the Premises or any part or portion thereof to the Developer but is merely an agreement authorizing the Developer to develop the Project by constructing and completing the Project in all respects at the costs and expenses of the Developer and also to enable and/or authorize the Developer to enter into contracts on its own behalf and also on behalf of the Owner on mutually pre-agreed terms with prospective allottees purchases/ lessee(s)/ transferee(s) for sale/transfer/lease and/or for otherwise dealing with the units/spaces in the building(s) comprised within the Project.





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# 4.2 OBLIGATIONS OF THE DEVELOPER: THE DEVELOPER SHALL

# 4.2.1 COSTS AND EXPENSES:

To bear and pay all the expenses related to the execution of the Project (except those which are specifically agreed to be paid and/or borne by both the Parties herein, and/or the expenses to be shared between the Parties as so agreed and as mentioned below) which will, inter alia, include:

#### 4.2.1.1 PLAN:

The Owner has obtained the necessary commercial plan sanction for the Said Project vide Siliguri Municipal Corporation (Sanctioned Plan details) Building Permit No: SWS-OBPAS/0104/2024/1557 dated 30th October, 2024. If required, this plan may be modified through additions and alterations to maximize the permissible constructed area, subject to approval from the authority ("Sanctioning sanctioning appropriate Authority"). It is agreed that the Developer, in consultation with the Owner, will strive to achieve the maximum saleable area, provided it remains both marketable and sanction-able by the Sanctioning Authority.

The Developer shall bear all costs associated with obtaining such sanctions, including any sanction fees. Accordingly, any sanction fees or related expenses initially paid by the Owner shall be reimbursed by the Developer to the Owner.

#### 4.2.1.2 APPOINTMENT:

Appoint architects, contractors, sub-contractors or any other person or persons and decide their emoluments/fees/remunerating e.t.c.





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#### 4.2.1.3 PERMISSIONS:

Obtain all clearances and permissions required only for executing the commercial Project. In this regard it is agreed that in case there is any requirement for obtaining 'conversion' of the land use of the Premises to "BASTU" or some other use by statutory authorities prior to sanction of Plan or After the sanction of the Plan, as the case may be then, and in such event, such conversion of the Premises shall be caused to be effected and/or completed by the Developer.

## 4.2.1.4 CONSTRUCTION:

Start constructing the buildings of the Project (in phases, if so agreed) within 3 months from the date of the sanction of the Plan and the Concerned Authorities permitting the Developer in writing to start the construction in terms of the Plan (the "Commencement Date") and complete the Project in all respect in strict conformity with the Plan and making tenantable in all respects within 60 (sixty) months (with a grace period of 6 months) or within such extended time as may be agreed (the "Completion date").

# 4.2.1.5 PAYMENT OF PROCEEDS:

Pay to the Owner 35% (Thirty Five percent) of the proceed of the sale/transfer/lease e.t.c as the Owners Allocation (mentioned in Clause 13 below), as and when received by the Developer PROVIDED HOWEVER that in case there be any unsold units/spaces within the Project on the Completion Date and/or its extension, then, and in such event, the payment of sale/proceeds of such unsold units and/or portions of the Project shall be postponed till such time as may be reasonable required and PROVIDED FURTHER that at the expiry of such period as may be so agreed from time to time or at any





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time after the Completion Date (or its extension if any, as the case may be) the Parties may decide to allocate all such unsold units/portions/spaces in the ratio of revenue sharing as agreed here under below and fraction and/or minor adjustments, if any, shall be settled in money between the Parties as may be then so mutually agreed upon.

### 4.2.1.6 ESCROW BANK ACCOUNT:

- > An escrow bank account shall be opened by the Developer within 30 days from the date of execution of this Agreement on account of the Project with such hank (Escrow Banker) as the Developer and the Owner shall jointly think proper. The Escrow account will be operated on the basis of escrow agreement to be signed by the developer, owner and the escrow banker. All the amounts (excluding GST) as may from time to time be received and/or realized towards Total Sale Proceeds part payments money, earnest including consideration amounts for and on account of sale or otherwise transfer disposal or including rents/lease rental of any saleable spaces of the Project or any other considerations that comes from the project and the same shall be deposited in such joint Escrow Bank Account.
- All monthly/quarterly/yearly rents to be received form the lessee/tenant from the said project shall be deposited in the escrow account and shall be shared amongst the parties in agreed ratio.
- The Escrow Banker would be irrevocably authorized and instructed to disburse and distribute the amounts, which would from time to time be deposited in the Escrow Bank Account including rent, to transfer in the separate Bank Accounts respectively of the Owner and the Developer in the ratio of 35:65 within 7 days thereof. No other bank account shall be used for deposit of the





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sale consideration for the said project which in case will be considered as breach of this contract.

The Parties shall on a quarterly basis (unless any other period is otherwise mutually agreed in writing), reconcile the accounts as regards the Total Sale Proceeds and their respective entitlements in terms thereof and if any party, is found to have received more than its entitlement, such party shall pay to the other party the amount in excess so received.

#### 4.2.1.7 <u>UTILITIES:</u>

Obtain all utilities for implementing the Project as also those that will be required by the ultimate users of the building(s) of the Project.

## 4.2.1.8 OCCUPANCY CERTIFICATE:

Obtain Occupancy Certificate from the Sanctioning Authority and all other certificates and permission required for commencing occupation of the buildings of the Project.

#### 4.2.1.9 INDEMNITY:

At all times from the Commencement Date till the Completion Date the Developer will keep the Owner, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature by the Developer whether statutory or contractual only in executing the Project and/or matters related or incidental thereto.

4.2.1.10 Development of the Said Project shall be in conformity with the prevailing rules and bye-laws of all concerned





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authorities and State Government/Central Government bodies and in conformity with the sanctioned building plan.

- 4.2.1.11 The Developer shall register the said Project immediately with the Real Estate (Regulation and Development) Act, 2016 (RERA) (the "Said Act") read with the West Bengal Real Estate (Regulation and Development) Rules, 2021 (the "Said Rules") and shall take necessary steps as per the Said Act.
- 4.2.1.12 The Developer shall be responsible for planning, designing development and construction of the building Complex with the help of professional bodies, contractors upon consultation with the Owner.
- 4.2.1.13 The Developer shall alone be responsible and liable to Government, Municipality and other authorities concerned as also to all the labourers, staff and employees engaged by it and shall alone be liable for any loss or for any claim arising from such construction and shall indemnify the Owner against any claims, loss or damage for any default or failure or breach on the part of the Developer.
- 4.2.1.14 Staff and employees engaged by the Developer if any, shall be the employees of the Developer and the Owner shall not in any way be liable or responsible for their salaries, wages, remuneration etc. The Developer indemnifies the Owner from any liability on account of accident, mishap, fire occurring in the development area with reference to any work being carried out by the Developer or its Agents/employees.
- 4.2.1.15 The Developer shall be solely responsible to look after, supervise manage and administer the progress day to day work of development.





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- 4.2.1.16 The Developer shall not deploy any child labour at the premises.
- 4.2.1.17 The Developer shall take necessary safety measures like training its employees deployed in the Project, and provide necessary safety equipment's like gloves, head gears, gumboots and any other safety equipment as may be required apart from supplying the proper tools.
- 4.2.1.18 Any structural defects, bad workmanship or other faults to any unit or in the common area or any fittings or fixture either during construction or within the defect liability period of two years from the obtaining Completion Certificate shall be rectified by the Developer at its costs and expenses within a reasonable period thereafter, as and when the same shall be brought to the notice of the Developer within the said period. The Owner has no liability in this regard.
- 4.2.1.19 The Developer shall keep the Owner updated and informed before finalizing about the progress of development including sale, transfer, lease, rent of any saleable portion of the said Project, from time to time.

# 5. OBLIGATIONS OF THE OWNER: THE OWNER, SHALL:

#### 5.1 SANCTION OF PLAN:

The Owners of the land have sanctioned the Plan but shall still provide assistance and support to the Developer in obtaining all applicable clearances, permissions, and related sanctions for the Project Plan. All associated costs and expenses shall be borne by the Developer.

#### 5.2 ALLOW ENTRY:





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Prior to the Commencement Date, allow the Developer and its men, servants and agents to enter the Premises for the purpose of measurement, soil testing and such other necessities connected with the Project.

#### 5.3 POSSESSION:

Not to obstruct the peaceful and vacant possession of the Premises to the Developer which will be deemed to be permissive and joint with the Developer for the purpose of development of the Project.

#### 5.4 HINDRANCES:

Not create any hindrances or obstruction to the Developer during or in execution of the Project.

#### 5.5 MORTGAGE:

Allow the Developer to create mortgage of the Premises and/or the constructions thereon for the purpose of raising finance for construction and development of the Project on the Premises to secure funding from banks and financial institutions with the condition, however, that any such loan(s) can only be utilized for the Project by the Developer. The Owner shall also sign/execute all documentations necessary to create such mortgage. It shall be the responsibility of the Developer to pay and/or liquidate all such loans in due course latest within 5 ( Five) year from the completion Date or within such time frame as may be so mutually agreed upon.

#### 5.6 ENCUMBRANCES:

Not, in manner, deal with charge, encumber or induct any person in occupation of the Premises or in any portion thereof or enter into any agreement relating thereto until the completion of the Project.

#### 6. POWERS AND AUTHORITIES:

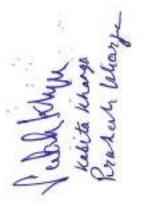




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- 6.1 The Owner shall grant the Developer and/or nominees a General Power of Attorney simultaneously with the execution of this Agreement and shall grant to such person/persons nominated by the Developer all such powers and authorities.
  - 8.1.1 That will be required by the Developer for execution of the Project.
  - 8.1.2 Enable the Developer to exclusively, sale, transfer, allot and/or leave out the units/spaces in favour of the buyers/allottees/and/or lessees, as the case may be and subject, however, to payment to be made to the Owner in terms hereof.
  - 8.1.3 While exercising powers and authorities under this agreement, the Developer shall not do any act, deed, matter or thing which would in any way infringe or prejudicially affect the rights of the owner and/or go against the spirit of this agreement. The Power of Attorney shall be specific and valid for the purposes that would be given.
  - 8.1.4 Execution: Execute and admit if required, registration of the units/constructed spaces before the Concerned Registrar, as also sign and execute such forms and other documents as may be required for the Project however the costs and expenses for these will be borne by the Developer.
  - 8.1.5 Association: Enable the Developer to form an association of the ultimate purchasers/lessees of the units/constructed spaces of the building(s) of the Project and/or the several phases of the Project, as the case may be, (the "Allottees" including those to be retained by the Owner or the Developer if any, and causing such associations to be registered as statutorily required.
  - 8.1.6 Title Deeds: Hand over the Title Deeds and/or allow the Developer to remain in possession of the title deeds, as the





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case may be, of the Premises and also to further allow the Developer to hand over the title deeds to the Association after its Formation and registration

8.1.7 Indemnity: The Owner shall keep the Developer, saved, harmless and indemnified in respect of all actions, proceedings, fines, penalties or other consequences arising due to any non-compliance or violation of any kind or nature, whether statutory or contractual, prior to the commencement Date and/or for defalt, if till the completion of the Project any, and/or for non-compliance of any statutory requirement regarding Premises under the relevant law(s).

#### 13. OWNER'S ALLOCATION:

The Owner shall be entitled to 35% (thirty five percent) of all sale/transfer proceeds and/or lease premium, as the case may be, of all the Units/ constructed spaces/ servant's quarters/kiosks/ signages, wall hangings the parking spaces and other areas in the buildings of the Project (collectively "Units") which can be separately occupied, used and enjoyed (collectively the "Saleable Areas"). All sale/transfer proceeds and/or lease premium, and/or any other considerations that comes from the project as the case may be, shall be distributed between the Owner at follows

- (1) Santosh Kharga:
- (2) Kabita Kharga:
- (3) Prakash Kharga alias Prokash Kharga:

#### 14. DEVELOPER'S ALLOCATION:

The Developer shall be entitled to 65% (Sixty Five percent) of all sale/transfer proceeds and for lease premium, as the case may be, of all the Units/ constructed spaces/servant's quarters/kiosks/ signags, wall hangings the parking spaces and other areas in the buildings of the Project (collectively "Units) which can be separately occupied, used and





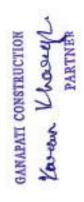
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enjoyed (collectively the "Saleable Areas"). All sale transfer proceeds and/or lease premium, and/or any other considerations that comes from the project after payment of the sale proceeds of the Owner's Allocation. It is expressly agreed, confirmed and clarified that for enabling the Developer to pay the Owner's Allocation or to retain the Developer's Allocation, as the case may be, the Developer shall be entitled to negotiate with the intending acquirers of the Developer's Allocation as also of the Owner's Allocation, and to sell, transfer and/or lease such portions at such rates/prices as determined and agreed from time to time by the Developer in consultation with the Owners and to distribute the receipts from such transfers in the manner provided in this Agreement.

#### 15. RATES AND TAXES AND UTILITIES:

All municipal rates/Land revenue, taxes and outgoings if any, in respect of the Premises shall be borne and paid in the manner following:

- 15.1 Jointly by the Parties herein up to the Commencement Date.
- 15.2 By the Developer from the Commencement Date till the Completion Date.
- 15.3 35% by the Owner and/or the purchasers/ allottees/ transferee(s)/ lessee(s) of the Owner's Allocation and balance 65% by the Developer and/or by the Purchasers/ allottees/transferee(s) / lessee(s) of the Developer's Allocation after the Completion Date.

#### 16. TAX LIABILITIES:

All tax liabilities in relation to the Construction and development, namely sales tax, GST and other dues, shall be paid by the Developer in the manner provided in the relevant law(s). Any tax on income arising out of transfer of Owner's Allocation shall be borne by the Owner and the GST if any, shall be borne by the transferees of the Units. The Owner shall pay GST for the Developer constructing the Units for and on behalf of the Owner (if applicable) and also on the unsold units, if





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any transferred over to the Owner after the Complete Date and shall be entitled to claim set-off there from (if applicable).

## 17. POST COMPLETION MAINTENANCE:

# 17.1 COMMON AREA MAINTENANCE ("CAM"):

Upon completion of the said Project, the CAM account in respect to the said Project shall be solely handled by a Special Purpose Venture (hereinafter called the "SPV") formed jointly by the Owner and Developer and incorporated as a private company under the provisions of the Companies Act, 2013. The shareholding of such SPV shall be in the ratio of 35:65 (i.e Owner-35% and Developer-65%). This CAM account shall be based upon the actual expenses incurred for maintaining the common areas and infrastructure of the said Project. The purchasers/ occupiers of the said Project shall make payment of relevant charges for maintenance of the same (hereinafter called the "CAM CHARGES") to "SPV" directly and for the said purpose, a separate bank account shall be opened and handled by "SPV". The CAM Charges collected shall be used exclusively for the purpose of maintenance of the said Project. However, if any surplus from the collected CAM Charges remains towards the end of any financial year, then such surplus shall be distributed between the Owner and Developer in the ratio of 35:65 (i.e. Owner-35% and Developer-65%).

17.2 Besides management of the CAM account of the said Project, SPV shall be responsible for day-to-day maintenance, basic operations/functioning, administration, repair and mending work (whenever required) of the said Project, applications/ submissions before electricity board/ authority for electricity connections, provision of electricity at the premises leased out to the purchasers/ occupiers within the said Project, etc. Further, the SPV shall be in charge of collection and maintenance of all non-leasable income generated from the said Project like parking, branding in lobby space, lift branding, escalator branding, kiosk and so oh. All the transactions related thereto shall be operated through the aforesaid bank account.





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- 17.3 THAT the Owner and Developer shall be entitled to divide between themselves the revenue generated from the said common parking area in the ratio of 35:65 (i.e. Owner 35% (Thirty Five percent and Developer-65% (Sixty Five percent), after deduction of the relevant expenses for the same.
- 17.4 THAT any and all revenues generated from the usage of the common area like lobby space, lift branding, escalator branding, kiosk or any other means of utilization, shall be divided in the ratio of 35:65 between the Owner and Developer (i.e: Owner 35% and Developer -65%), after deduction of the relevant expenses for the same.

#### 18. INSPECTION:

The Owner shall be entitled, from time to time to inspect all work regarding the construction and development of the Project.

#### 19. MISCELLANEOUS:

- 19.1 The Owner and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be of the essence of this Agreement especially the entitlement of the Developer to obtain loans/finance from banks/financial institutions to ensure that the Developer in in a position (without any impediment or obstruction or restraining order, as the case may be) from any authority (ies) to take up and complete the execution of the Project.
- 19.2 The Saleable Area of the Project will be sold leased out, as the case may be, by the Developer as caused to be sold/leased out by the authorized marketing agents of the Developer if there be any, and/or by the Developer itself, as the case may be. The entire sale proceeds received by the Developer will be kept deposited in Escrow Account and disbursed in the manner mentioned above.





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- 19.3 It is agreed that the Project will be branded under the brand "COSMIC ORB" for marketing purposes of the Project provided, however, that the official logos of the Developer (GANAPATI CONSTRUCTIONS) shall be displayed at prominent positions of the Project on the top of the front facade of the construction/ structure building to be developed on the Premises in connection with the Project.
- 19.4 The expression "sale proceeds" and/or "proceeds from sale/transfer/lease" used in this Agreement shall mean the revenue coming out of sale/transfer/lease of the Saleable Areas of the Project including preferential location charges, if any
- 19.5 The Developer will collect various other payments such as Transformer & Electricity Charges, DG Charges; Air Conditioners etc. will be distributed in the ratio of 35:65 (i.e. Owner-35% and Developer-65%).
- 19.6 The stamp duty, registration changes, property taxes, GST, will be exclusively collected by the Developer and will be exclusively liable for the respective for the payment of such respective charges and taxes as collected.
- 19.7 The sinking fund, maintenance charges, charges towards electricity consumption, DG, running charges, water supply and sewerage system and also any order payment including statutory payments from the Allotees from time to time and these payments will exclusively be dealt by the "SPV". The deposits (such as maintenance deposit and sinking fund) as mentioned below which will he handed over by the Developer to the "SPV and / or association is the manner prescribed under the relevant law(s).
- 19.8 The agreement entered into by and between the parties herein is and shall be on principal to principal basis. The Owner and the Developer expressly agree that the mutual covenants and







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promises contained in this Agreement shall be the essence of this contract.

19.9 Nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.

Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.

The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

- 19.10 Each Party has taken and shall take its own legal advice with regard to this Agreement and all acts done in pursuance hereof and the other Party shall not be responsible for the same.
- 19.11 If any term of this agreement is found to be contrary to the provisions of the Said Act and /or the Said Rules made there under or any other similar Act which may come into force at any time hereafter, such provisions shall be modified by the parties by a supplementary agreement to make it compliant to the statutory provision.

#### 20. DEFAULT:

In case the Owner is unable to fulfil any of the Owner's obligations and the Owner fails to rectify the same within 30 days from receiving notice from the Developer to do so, then the Developer at its discretion may incur the cost of completing such obligations of the Owner and the Owner, in such event, shall forthwith reimburse the costs so incurred by the Developer failing which the Developer, alter giving 30 days' notice to the Owner shall become entitled to deduct from the Owner's share of the sale proceeds of such portions of the

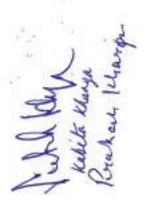




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Saleable Area payable as Owner's Allocation as may be necessary to realize such costs.

In case the Developer is unable to fulfil any of the Developer's obligations and the Developer fails to rectify the same within 30 days from receiving notice from the Owner to do so, then the Owner at its discretion may incur the cost of completing such obligations of the Developer and the Developer, in such event, shall forthwith reimburse the costs so incurred by the Owner failing which the Owner, after giving 30 days' notice to the Developer shall became entitled to deduct from the Developer's share of the Sale proceeds of such portions of the Saleable Area payable as Developer's Allocation as may be necessary to realize such costs. In the event of delay in completion of the Project, the Developer shall be liable to pay applicable compensation to the intending purchasers/transferees of the constructed area to be built in the buildings of the Project. The Developer shall keep the Owner indemnified, against any liability that the Owner may suffer in this regard besides the other rights of the Owner under the law(s).

If the Developer delays or fails to complete the Project within the agreed time frame and/or the Completion Date in spite of the Owner fulfilling all their Obligations and no other liability or encumbrance being found in respect of the Premises then, and in such event the Owner shall be entitled as agreed, quantified, liquidated damages for the period of delay but shall not be entitled to terminate this Agreement and/or seek any other damages, whatsoever, provided. However, in case if it takes more than 60 (sixty) months from the date of execution of this Agreement in completing the Project by the Developer and then giving 30 days' notice to the Developer by the Owner, the Owner shall be entitled to terminate the agreement with an immediate effect and the Owner shall take possession of the Premises along with the constructions made thereon in the state it may be at that time and have the Project completed by any other person or persons. Developer being an owner also





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Addi. Dist Sub-Registrar Bhakti Nagar, Dist-Jaloaidur











shall not raise any objection thereto. The Developer will be entitled to the financial compensation at per investment made by him till that point. Moreover the Owner will not be liable or responsible for any liabilities incurred by the Developer. Neither of the Parties shall be regarded not to have committed any breach of the terms herein if it is prevented from discharging any of its obligations due to any condition amounting to 'force majeure" as defined under the relevant law(s). In addition to such force majeure circumstances and notwithstanding such circumstances the Developer shall not be considered to be in default for delays caused due to circumstances beyond the Developer's control including, but not limited to, tempest, earthquake, fire, shortage of power, civil commotion, riot, strike, labour unrest or any political or communal unrest non availability of labour, strike, "bandhs", or lockdowns due to pandemic or epidemic such as Covid-19, delay in grating utility/completion certificate by the authorities and any legislation, regulation ruling or any relevant Government or court orders materially affecting the continuance of the obligation of the Parties.

The Party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of an event of Force Majeure shall use all reasonable endeavours to bring the event of Force Majeure to a close or to find a solution by which the Agreement may be performed despite the continuance of the event of Force Majeure.

#### 21. NOTICE:

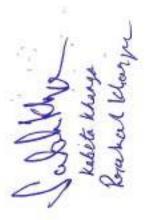
Any notice or other written communication gives under, or in connection with, this Agreement may be delivered personally, or by facsimile transmission registered post or speed post with acknowledgement due or through courier service to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each party from time to time)





Addi. Dist Sub-Registral Bhakti Nagar, Dist-Jalpaigur

21 NOV 2024:











Any such notice or other written communication shall be deemed to have been served:

- a) If delivered personally and acknowledged at the time of delivery.
- b) If sent by prepaid recorded delivery or registered post or courier service, on the 4th day of handing over the same to the postal authorities or the day the same is delivered, whichever is later. If sent by facsimile transmission, at the time of transmission (if sent during business hours) or (if not sent during business hours) at the beginning of business hours next following the time of transmission, in the place to which the facsimile was sent.

In proving such service it shall be necessary to prove that personal delivery was made or in the case of prepaid recorded delivery, registered post or by courier, that such notice or other written communication was properly addressed and delivered to the recipient/addressee or in the case of a facsimile message, that an activity or other report from the sender's facsimile machine can be produced in respect of the notice or other written communication showing the recipient's facsimile number and the number of pages transmitted.

#### 22. AMENDMENT/MODIFICATION:

No amendment or modification of this Agreement or any port hereof shall be valid and effective unless it is by an instruction is writing extended by the Parties herein.

#### 23. ENTIRE AGREEMENT:

This agreement consisting the entire Agreement between the Parties and revokes and supersedes all previous correspondence etc. signed between the Parties and also these oral or implied.

#### 24. BREACH OF CONTRACT:





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Addl. Dist Sub-Registrar Bhakti Nagar, Dist-Jalpalgur

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In case of breach of any of the provisions herein, the Party in breach shall be liable to pay such damages as determined by the Tribunal.

#### 25. ARBITRATION:

In the event of any disputes or differences between the Parties arising out of this Agreement or any part thereof, the Parties shall try to resolve or amicably settle the same through mutual discussions, negotiations, mediation by common friends. Disputes which cannot be settled amicably shall finally be referred to arbitration in accordance with the provisions of The Arbitration and Conciliation (Amendment) Act, 2015, to a Sole Arbitrator, if the Parties can agree upon one. The Arbitrator's remuneration shall be a consolidated sum as then agreed between the Parties and the Arbitrator prior to commencement of the reference. The Arbitration shall be in accordance with the Arbitration and Conciliation (Amendment) Act, 2015, or the rules thereunder as amended up to date. The place of arbitration and the venue of the Arbitral meetings shall always be at Siliguri and the language of Arbitration shall always be English.

#### 26. RULES OF INTERPRETATION:

The words used in bold in the healings of the Clauses and any Sub-Clauses have the meaning assigned to them in such Clauses or Sub-Clauses and the words put in bold in brackets define the word, phrase or expression immediately preceding.

# Schedule-A' (DEVOLUTION OF TITLE)

A. By a deed of conveyance dated the 2nd day of August 2010, registered in the office of the District Sub Registrar, Jalpaiguri and recorded in Book 1 CD volume no. 8, pages from 209 to 219, being deed no. I-03097 for the year 2010, Mrs. Debu Thapa wife of Late Ghana Prakash Thapa, Miss. Kanchan Thapa D/o Late Ghana Prakash Thapa, Mr. Sristhey Thapa S/o Late Ghana Prakash Thapa and Mr. Tisken Thapa





Addi. Dist Sub-Registrat Bhakti Nagar, Dist-Jalpaigur

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S/o Late Ghana Prakash Thapa, sold and/or transferred their respective shares of land All that piece or parcel or raiyati homestead of land measuring 4(four) cotta or 0.066 acre, at an annual rent of Rs. 0.5 paise only appertaining to and forming part of 4.97 acres of land at an annual rent of Rs. 21/12/9 paid only, the proportionate rent for the demised plot of land is payable to the landlord the Govt West Bengal represented by the B.L.& R.O Rajganj J.L. no.2 situated within Pargana Baikunthapur, Mouza Dabgram, ward no. 43 S.M.C., P.S. Bhaktinagar, D.S.R office & district Jalpaiguri appertaining to R.s. khatian no. 455/1, of sheet no. 7, comprising part of plot no. 256 measuring 4 cotta or 0.066 acres of land are hereby sold to Mrs. Kabita Kharga W/o Santosh Kharga are shown in the site plan annexed herewith and forming a part of these presents.

- B. By another deed of conveyance dated the 12th day of February registered in the office of the District Sub Registrar, Jalpaiguri and recorded in Book No. I, Volume No 42, pages from 397-404, being deed no. 3557 for the year 1999, Sri Ujjal Sarkar s/o Sri Renendra Sarkar and Sri Bipradas Mitra S/o Late Brajabshi Mitra sold and/or transferred All that piece & parcel of homestead land measuring about 7 cottas or 0.1155 acres situated and lying and being part of plot no 256 and 257 appertaing to Khatian no. 455/1 and J.L no.2 within Mouza Dabgram sheet no 7, Pargana Baikanthapur, P.S. Bhaktinagar, Dist: Jalpaiguri to Kabita Kharga, w/o Sri Santosh Khagra for the consideration and on the terms and conditions as mentioned therein.
- C. By another deed of conveyance dated the 12th day of February 1996 registered in the office of the District Sub Registrar, Jalpaiguri and recorded in Book I, Volume no. 43, Pages from 19-28, being deed no. 3560 for the year 1999, Smt Pabitra Devi Gurung wife of Late Dr. Pratap Singh Gurung, Hindu by religion, Housewife by occupation resident of Singrintam Basti, Singrintam Takdah, Police Station Rangli Rangli, Dist- Darjeeling represented through her constituted Attorney Sri Puran Singh Gurung son of Late Dr. Pratap Singh Gurung resident of Thimpu, Bhutan and also Singrintam, P.O. Takdah, Darjeeling by virtue of a registered power of attorney being no for the year 1987 recorded in Book No 7 of IV in the Dist- Darjeeling Sub Registrar,



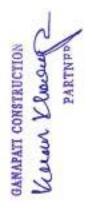


Addl. Dist Sub-Registrar Bhakti Nagar, Dist-Jahraigur











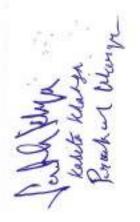
Darjeeling sold and or transferred, All that piece or parcel of homestead land measuring about 1 cotta 5 chattaks or 0.2165 acree situated any lying and being a part of plot no 413 appertaining to khatian no. 455/2 J.L. no 2 within sheet no. 8, Mouza Dabgram, P.S. Bhaktinagar. Dist: Jalpaiguri are sold to Smt. Kabita Khagra, w/o Sri. Santosh Khagra for the consideration and on the terms and conditions as mentioned therein.

- D. By another deed of conveyance dated the 12th day of February 1996 registered in the office of the Additional District Sub Registrar, Darjeeling and recorded in Book 1, volume no. 43, pages from 9-18 being deed no. 3559 for the year 1999, 1. Pabitra Devi Gurung w/o Dr. Pratap Gurung resident of Singrintam Basti, Tadak, P.S.- Rangli, Rangli of Dist: Darjeeling. 2. Smt. Sabitri Subba, wife of Late Yograj Subha, residence of Matigara, P.S. Matigara, Dist: Darjeeling both the parties are represented through their constituted Attorney Sri Puran Singh Gurung son of Late Dr. Pratap Singh Gurung of Thimpu, Bhutan and also Singrintam, Tadak, Darjeeling by virtue of Power of Attorney being no- 7 for the year 1987 recorded District Sub Registry Office Darjeeling and also being No 69 for the year 1992 duly authenticated by the Sub-Registrar Siliguri, 3. Smt. Debu Thapa wife of Late Ghana Prakash Thapa, Housewife by occupation 4. Sri Kanchan Thapa, 5. Sri Sristhy Thapa 6. Sri Teskhan Thapa all sons are of Late Ghana Prakash Thapa and business by occupation and all the parties (3) to (6) are residing at G.T More, 2nd Mile, Sevoke Road, District Jalpaiguri sold and/or transferred - All the piece or parcel of homestead land measuring about 7 cottas 4 chattaks or 0.1196 acres situated and lying and being part of plot no. 256 and 257 appertaining to Khatian no. 455/1 and J.L. 2 within Mouza - Dabgram, Sheet no.7 Pargana -Baikunthapur, P.S. Bhaktinagar, Dist. Jalpaiguri respectively for the consideration and on the terms and conditions as mentioned therein.
- E. By a deed of conveyance dated the 2nd day of August 2010, registered in the office of the District Sub Registrar, Jalpaiguri and recorded in Book 1 CD volume no. 8, pages from 220 to 230, being deed no. 03098 for the year 2010, 1. Mrs. Debu Thapa wife of Late Ghana Prakash Thapa, 2. Miss. Kanchan Thapa D/o Late Ghana Prakash Thapa, 3. Mr. Sristhey Thapa S/o Late Ghana Prakash Thapa and 4. Mr. Tisken





Addl. Dist Sub-Registrat Bhakti Nagar, Dist-Jalpaigus











Thapa S/o Late Ghana Prakash Thapa, sold and/or transferred their respective shares All that piece or parcel or raiyati homestead of land measuring 1(Katha) 5 (five) chattak or 0.02165 acre, J.L. no.2 situated within Pargana Baikunthapur, Mouza Dabgram, Ward no. 43 S.M.C., P.S. Bhaktinagar, D.S.R office & District Jalpaiguri appertaining to R.S. Khatian no. 455/1, of sheet no. 7, comprising part of plot no. 256 measuring 1(Katha) 5 (five) chattak or 0.02165 acres of land are hereby sold to Mr. Santosh Kharga respectively for the consideration and on the terms and conditions as mentioned therein.

- F. By another deed of conveyance dated the 18th day of October, 2004, registered in the office of the District Sub Registrar, Jalpaiguri and recorded in Book No. I, Volume No 123, pages from 47-52, being deed no. 5353 for the year 2006, Smt. Shefali Sarkar wife of Sri Kshitish Sarkar sold and/or transferred All that piece or Parcel of homestead land measuring about 5 (five) cottas 5 (Five) Chhatak or 0.08765 acres situated and lying within Pargana Baikanthapur, Mouza Dabgram, Ward No 43, SMC, P.S: Bhaktinagar, S. R Office & District Jalpaiguri, appertaining to R.s Khatian No. 455/1, in Sheet no 7, compromising of Part of Plot No 256, measuring 5 Katha 5 Chattak or 0.08765 acres of land are hereby sold to Santosh Kharga Son of late Bhim Bahadur Kharga, for the consideration and on the terms and conditions as mentioned therein.
- G. By another deed of conveyance dated the 03rd day of May 1990, registered in the office of the Sadar Joint Resistrar, Jalpaiguri and recorded in Book No. I, Volume No 84, pages from 167-169, being deed no. 3384 for the year 1990, 1. Debu Thapa 2. Kanchan Thapa, 3. Sristhey Thapa 4. Sri Teskhan Thapa sold and/or transferred All that parcel of land measuring 5 Kathas of Mouza DABGRAM, J.L.No.2, Sheet No. 7, Khatian No.455/1, Plot Nos. 256, Ward No. 43 of S.M.C., Police Station Bhaktinagar, District Jalpaiguri are hereby sold to Santosh Kharga Son of Late Bhim Bahadur Kharga, for the consideration and on the terms and conditions as mentioned therein.
- H. By another deed of conveyance dated the 12th day of February, 1996, the absolute owners of land measuring 1 Katha 8 Chhataks of Mouza DABGRAM, J.L.No.2, sheet No.8, Khatian No.453 and 449, Plot





Adult Disc Sub-Registrat Bissis Nagar, Dist-Jaips av



Nos.390 and 389/913(P), Police Station Bhaktinagar, District Jalpaiguri by virtue of a registered Deed of Sale Being No. 3558 registered at D.S.R. Office Jalpaiguri on 12/2/1996 and recorded in Book No. I, Volume No. 43, pages from 1-8, Sri Shyamal Sarkar, S/o. Sri. Gopal Gobinda Sarkar sold and/or transferred All that piece or parcel of homestead land measuring about 1 cotta 8 chattaks 0.02475 acre situated and lying and being part of plot no 390 and 389/913 pertaining to khaitan no 453 and 449 J.L. no 2 within Mouza - Dabgram Paragana Baikanthapur, P.S. Bhaktinagar, Dist; Jalpaiguri to 1.Sri Santosh Kharga S/o. Late Bhim Bahadur Kharga 2.Sri Prakash Kharga S/o. Late Bhim Bahadur Kharga and 3.Smt, Kabita Kharga W/o. Santosh Kharga for the consideration and on the terms and conditions as mentioned therein.

#### SCHEDULE B [Said Premises]

All that piece or parcel of land measuring 4 katha being R.S Plot No 256 R.S Khatian No. 455/1, 7 Katha being R.S. Plot No. 256/257 R.S Khatian No. 455/1, 7 katha 4 chatak being R.S. Plot No. 256/257 R.S Khatian No. 455/2, 1 katha 5 chatak being R.S. Plot No 256, R.S khatian no. 455/1, 5 katha 5 chatak being R.S. Plot No 256 R.S Khatian No.455/1, 5 katha being R.S Plot No. 256, R.S Khatian No. 455/1, 1 katha 5 chatak being R.S Plot No 413, R.S Khatian No. 455/1, 1 katha 8 chatak being R.S Plot No. 390/913, R.S Khatian No.453 – all of Mouza DABGRAM, J.L.No.2, R.S. Sheet No.7 and 8, L.R. Sheet No.14, Ward No.43 of S.M.C., Police Station: Bhaktinagar, District: Jalpaiguri, in the state of West Bengal.

The said land is butted and bounded as follows:

NORTH: 32 FEET WIDE ROAD;

SOUTH: LAND OF MURLI DHAR

EAST: 17 FEET WIDE ROAD: (AVENUE ROAD)

WEST: LAND OF BAILA.

Page 27 of 28



Addi. Dist Sua-Registrat Bhakti Nagar, Dist-Jaipaigur

IN WITNESSES WHEREOF the parties to this Agreement put their respective hands and signatures on these the presents on the day, month & year first above written.

WITNESSES:

1) Adilya Thakur

So R. K. Thakur

Himseld Whar

Maligna Signature of the owners

Signature of the owners

GANAPATI CONSTRUCTION

Washir Kalik Kharga

PARTINER

GANAPATI CONSTRUCTION

Washir Kharga

PARTINER

GANAPATI CONSTRUCTION

Washir Kharga

PARTINER

GANAPATI CONSTRUCTION

Washir Kharga

PARTINER

GANAPATI CONSTRUCTION

SIGNATURE OF THE DEVELOPERS

Drafted on the instructions of the parties herein, read over and explained to them & printed in my office.

Registration No. WB/913/1992

SILIBURI -

734001

BIBHUTI KUMAR THAKUR Advocate/ Siliguri

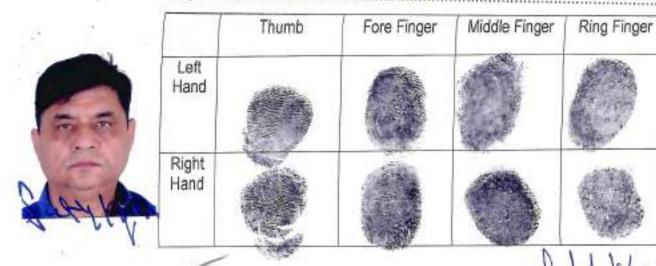
Page 28 of 28



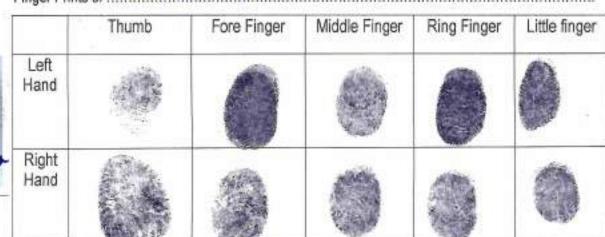
Addi, Dist Sub-Registrar Bhakti Nagar, Dist-Jalpaidur

# IMPRESSION SHEET OF OWNERS

Finger Prints of SANTOSH KHARGA



Finger Prints of KABITA KHOARGA



Finger Prints of PRAKASH KHARGA

Kabita Khanga Signature

	Thumb *	Fore Finger	Middle Finger	Ring Finger	Little finger
Left Hand	1 447		0	0	A
Right Hand			60		

Porchal Worga

1



Addi, Dist Sub-Registrar Bhakti Nagar, Dist-Jalpaigur

21 807 201

# OF DEVELOPERS

# FINGER PRINTS OF SANTOSH KHARGA



	THUMB	FORE FINGER	MIDDLE	RING FINGER	LITTLE
LEFT					
RIGHT HAND					

FINGER PRINTS OF KABETA KHARGA



	THUMB	FORE FINGER	MIDDLE	RING FINGER	LITTLE
LEFT HAND					9
RIGHT HAND					

kabita Kharga SIGNATURE



Addl. Dist Sub-Registrar Bhakti Nagar, Dist-Jalnaigur

# OF DEVELOPERS

FINGER PRINTS OF KARAN KHARGA



	THUMB	FORE FINGER	MIDDLE	RING FINGER	LITTLE
LEFT HAND				0	0
RIGHT HAND					0

FINGER PRINTS OF NITESH KHARGA



	THUMB	FORE FINGER	MIDDLE	RING FINGER	LITTLE
LEFT					
RIGHT HAND				9	

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SIGNATURE



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Addl, Dist Sub-Registrar Bhakti Nagar, Dist-Jatoaigur

# DETAILS & IMPRESSION SHEET OF WITNESS



NAME: Aditya Thakun SON OF: Pobluti Kuma



LEFT HAND THUMB IMPRESSION OF WITNESS

SIGNATURE

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Addl. Dist Sub-Registrar Bhakti Nagar, Dist-Jalpaigur

### Major Information of the Deed

Deed No:	I-0711-07608/2024	Date of Registration	21/11/2024		
Query No / Year	0711-2002883401/2024	Office where deed is re			
Query Date	13/11/2024 3:40:27 PM	A.D.S.R. BHAKTINAGA			
Applicant Name, Address & Other Details	ADITYA THAKUR A-59 HIMANCHAL VIHAR MATIC BENGAL, PIN - 734010, Mobile N	SARA Thana : Matingra Dietric	t · Dadoslina WEST		
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immovable Property. Declaration (No of Declaration : 2)			
Set Forth value		Market Value			
Rs. 8/-		Rs. 9,05,12,636/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,020/- (Article:48(g))		Rs. 21/- (Article:E, E)			
Remarks	Received Rs. 50/- ( FIFTY only ) area)		the assement slip.(Uri		

#### Land Details:

District: Jalpaiguri, P.S.- Bhaktinagar, Municipality: SILIGURI MC, Road: Avenue Road, Mouza: Dabgram Sheet No - 7, Jl No: 2, Pin Code: 734001

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	100 C 201 C 201 C	Market Value (In Rs.)	Other Details
L1	RS-256	RS-455/1	Commerci al Use	Bastu	4 Katha	1/-		Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS-256/257	1000 E 1000	Commerci al Use	Bastu	7 Katha	1/-	1,84,62,906/-	Width of Approach Road: 30 Ft.,
L4	RS-256/257	RS-455/2	Commerci al Use	Bastu	7 Katha 4 Chatak	1/-	1,91,22,296/-	Width of Approach Road: 30 Ft.
L5	RS-256	RS-455/1	Commerci al Use	Bastu	1 Katha 5 Chatak	1/-	39,33,858/-	Width of Approach Road: 32 Ft.,
L6	RS-256	RS-455/1	Commerci al Use	Bastu	5 Katha 5 Chatak	1/-	1,59,22,758/-	Width of Approach Road: 32 Ft.,
L8	RS-256	RS-455/1	Commerci al Use	Bastu	5 Katha	1/-	1,49,86,125/-	Width of Approach Road: 32 Ft.,
	-	TOTAL:			49.2938Dec	6/-	829,78,175 /-	

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Avenue Road, Mouza: Dabgram Sheet No - 8, Jl No: 2, Pin Code: 734001

Sch No	Number	Khatian Number	Land Proposed	Use ROR	Area of Land	3656 00, 361, 465	Market Value (in Rs.)	Other Details
	RS-413	RS-455/1	Commerci al Use	Bastu	1 Katha 5 Chatak	1/-	39,37,791/-	Width of Approach Road: 30 Ft.
L7	RS-390/913	RS-453	Commerci al Use	Bastu	1 Katha 8 Chatak	1/-	35,96,670/-	Width of Approach Road: 30 Ft
		TOTAL :			4.6406Dec	2/-	75,34,461 /-	
	Grand	Total:			53.9344Dec	8 /-	905,12,636 /-	

#### Land Lord Details:

)	Name	Photo	Finger Print	Signature
	Mr KABITA KHARGA (Presentant) Wife of Mr SANTOSH KHARGA Executed by: Self, Date of Execution: 21/11/2024 , Admitted by: Self, Date of Admission: 21/11/2024 ,Place : Office		Captured	krek kning
		2/211/2024	21/15/2004	25/11/2024

AGxxxxxx2E, Aadhaar No: 95xxxxxxxx9172, Status :Individual, Executed by: Self, Date of Execution: 21/11/2024

, Admitted by: Self, Date of Admission: 21/11/2024 ,Place: Office

2 Name Photo Finger Print Signature Mr SANTOSH KHARGA Son of Late BHIM BAHADUR KHARGA Sarkey Executed by: Self, Date of Execution: 21/11/2024 , Admitted by: Self, Date of Admission: 21/11/2024 ,Place 25/11/2024 21/11/2024

2ND MILE, Block/Sector: UPPER BHANU NAGAR, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Jaipaiguri, District:-Jaipaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8, PAN No.:: AExxxxxx98, Aadhaar No: 27xxxxxxxx0002, Status:Individual, Executed by: Self, Date of Execution: 21/11/2024

, Admitted by: Self, Date of Admission: 21/11/2024 ,Place: Office

3	Name	Photo	Finger Print	Signature	
	Mr PRAKASH KHARGA, (Alias: Mr PROKASH KHARGA) Son of Late BHIM BAHADUR KHARGA Executed by: Self, Date of Execution: 21/11/2024 , Admitted by: Self, Date of Admission: 21/11/2024 ,Place : Office		Captured	Luca way	
		21/11/28/24	21/11/2024	21/11/2904	1



2ND MILE, Block/Sector: UPPER BHANU NAGAR, SEVOKE ROAD, City: - Siliguri Mc, P.O: - SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX2 , PAN No.:: AFxxxxxx3P, Aadhaar No: 87xxxxxxxx2768, Status :Individual, Executed by: Self, Date of Execution: 21/11/2024

Admitted by: Self, Date of Admission: 21/11/2024 ,Place: Office

#### Developer Details:

Name, Address, Photo, Finger print and Signature

GANAPATI CONSTRUCTION

HOLDING NO 7/5/2713/2/1, Block/Sector: 2ND MILE, UPPER BHANUNAGAR, SEVOKE ROAD, City:- Siliguri Mc, P.O.: SEVOKE ROAD, P.S.:-Bhaktinagar, District:-Jalpalguri, West Bengal, India, PIN:- 734001 Date of Incorporation:XX-XX-2XX1, PAN No.:: AAxxxxxx6J, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

#### Representative Details:

	Name,Address,Photo,Finger	print and Signati	ire	
1	Name	Photo	Finger Print	Signature
	Mr SANTOSH KHARGA Son of Rev BHIM BAHADUR KHARGA Date of Execution - 21/11/2024, Admitted by: Self, Date of Admission; 21/11/2024, Place of Admission of Execution: Office		Captured	Shittey
	2ND MILE Block/Sector SEV	May 21 3534 2-08PM	LTI 2011/2014	21/11/2024

2ND MILE, Block/Sector: SEVOKE ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By Caste; Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8, PAN No.:: AExxxxxx9B, Aadhaar No: 27xxxxxxxx0002 Status : Representative, Representative of : GANAPATI CONSTRUCTION (as PARTNER)

Name	Photo	Finger Print	Signature
Mr KABITA KHARGA Wife of Mr SANTOSH KHARG Date of Execution - 21/11/2024, Admitted by: Self, Date of Admission; 21/11/2024, Place of Admission of Execution; Office		Captured	Khip helonge
LIBBED BULLETING	Nev 21 2024 2:86PM	LT) 21/11/2024	21911/2024

UPPER BHANU NAGAR, Block/Sector: SEVOKE ROAD, WARD NO 43, City:- Siliguri Mc, P.O:-SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation; Business, Citizen of: India, Date of Birth:XX-XX-1XX2 , PAN No.: AGxxxxxx2E, Aadhaar No: 95xxxxxxxxx9172 Status : Representative, Representative of : GANAPATI CONSTRUCTION (as PARTNER)



Name Photo Finger Print Signature

Mr NITESH KHARGA
Son of Mr SANTOSH KHARGA
Date of Execution - 21/11/2024, Admitted by:
Self, Date of Admission:
21/11/2024, Place of
Admission of Execution: Office

Mev 21 2024 2:10FM LT

UPPER BHANU NAGAR, Block/Sector: SEVOKE ROAD, WARD NO 43, City:- Siliguri Mc, P.O:SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By
Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX1 , PAN No.::
CPXXXXXX9F, Aadhear No: 73xxxxxxxxx5121 Status: Representative, Representative of: GANAPATI
CONSTRUCTION (as PARTNER)

Mr KARAN KHARGA
Son of Mr SANTOSH KHARGA
Date of Execution 21/11/2024, Admitted by:
Self, Date of Admission:
21/11/2024, Place of
Admission of Execution: Office

May 21 2134 21999 Little SelfHarden CLODY INFORMS LIDDED BY A MINISTER SIGNAL SIGNAL SELFCONT SELFC

GLORY INFOSYS, UPPER BHANU NAGAR, Block/Sector: 2ND MILE, SEVOKE ROAD, WARD NO 43, City:- Siliguri Mc, P.O;- SEVOKE ROAD, P.S;-Bhaktlnagar, District:-Jalpaiguri, West Bengal, India, PIN:-734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6, PAN No.:: GExxxxxx1Q, Aadhaar No: 85xxxxxxxx4652 Status: Representative, Representative of: GANAPATI CONSTRUCTION (as PARTNER)

#### Identifier Details:

Name	Photo	Finger Print	Signature
Mr ADITYA THAKUR Son of Mr BIBHUTI KUMAR THAKUR HIMACHAL VIHAR, Block/Sector: MATIGARA, VIllage:- GAURCHARAN, P.O:- MATIGARA, P.S:-Matigara, District: Darjeoling, West Bengal, India, PIN:-734010		Captured	Adty Then
	21/11/2024	21/11/2024	21/11/2024 H KHARGA, Mr SANTOSH KHARGA, Mr



Tran	sfer of property for L1	
SI.No	From	To. with area (Name-Area)
1	Mr KABITA KHARGA	GANAPATI CONSTRUCTION-6.6 Dec
Trans	sfer of property for L2	Take the trace to
SI.No	From	To, with area (Name-Area)
1	Mr KABITA KHARGA	GANAPATI CONSTRUCTION-11.55 Dec
Trans	sfer of property for L3	The state of the s
SI.No	From	To. with area (Name-Area)
1	Mr KABITA KHARGA	GANAPATI CONSTRUCTION-2.16563 Dec
Trans	fer of property for L4	TO THE PROPERTY OF THE PROPERT
SI.No	From	To. with area (Name-Area)
1	Mr SANTOSH KHARGA	GANAPATI CONSTRUCTION-11.9625 Dec
Trans	fer of property for L5	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
SI.No	From	To. with area (Name-Area)
1	Mr SANTOSH KHARGA	GANAPATI CONSTRUCTION-2,16563 Dec
	fer of property for L6	The state of the s
SI.No	From	To. with area (Name-Area)
1	Mr SANTOSH KHARGA	GANAPATI CONSTRUCTION-8,76563 Dec
Transf	er of property for L7	The state of the s
SI.No	From	To. with area (Name-Area)
	Mr KABITA KHARGA	GANAPATI CONSTRUCTION-0.824917 Dec
	Mr SANTOSH KHARGA	GANAPATI CONSTRUCTION-0.825165 Dec
	Mr PRAKASH KHARGA	GANAPATI CONSTRUCTION-0.824917 Dec
ransfe	er of property for L8	
i.No	1,15,77.77	To. with area (Name-Area)
3. II	Mr SANTOSH KHARGA	GANAPATI CONSTRUCTION-8.25 Dec

### Endorsement For Deed Number : I - 071107608 / 2024

#### On 21-11-2024

# 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

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

Presented for registration at 13:48 hrs on 21-11-2024, at the Office of the A.D.S.R. BHAKTINAGAR by Mr. KABITA KHARGA, 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

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

Execution is admitted on 21/11/2024 by 1. Mr KABITA KHARGA, Wife of Mr SANTOSH KHARGA, 2ND MILE, Sector: UPPER BHANU NAGAR, SEVOKE ROAD, P.O: SEVOKE ROAD, Thans: Bhaktinagar, City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mr SANTOSH KHARGA, Son of Late BHIM BAHADUR KHARGA, 2ND MILE, Sector: UPPER BHANU NAGAR, SEVOKE ROAD, P.O: SEVOKE ROAD, Thans: Jalpaiguri, City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Mr PRAKASH KHARGA, Alias Mr PROKASH KHARGA. Son of Late BHIM BAHADUR KHARGA, 2ND MILE, Sector: UPPER BHANU NAGAR, SEVOKE ROAD, P.O: SEVOKE ROAD, Thans: Bhaktinagar, City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business. City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr ADITYA THAKUR, , , Son of Mr BIBHUTI KUMAR THAKUR, HIMACHAL VIHAR, Sector: MATIGARA, P.O.: MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by profession

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

Execution is admitted on 21-11-2024 by Mr SANTOSH KHARGA, PARTNER, GANAPATI CONSTRUCTION (Partnership Firm), HOLDING NO 7/5/2713/2/1, Block/Sector: 2ND MILE, UPPER BHANUNAGAR, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Indetified by Mr ADITYA THAKUR, . , Son of Mr BIBHUTI KUMAR THAKUR, HIMACHAL VIHAR, Sector: MATIGARA, P.O. MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by profession

Execution is admitted on 21-11-2024 by Mr KABITA KHARGA, PARTNER, GANAPATI CONSTRUCTION (Partnership Firm), HOLDING NO 7/5/2713/2/1, Block/Sector: 2ND MILE, UPPER BHANUNAGAR, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Indelified by Mr ADITYA THAKUR, . . Son of Mr BIBHUTI KUMAR THAKUR, HIMACHAL VIHAR, Sector, MATIGARA, P.O. MATIGARA, Thana: Matigara, . Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by profession

Execution is admitted on 21-11-2024 by Mr NITESH KHARGA, PARTNER, GANAPATI CONSTRUCTION (Partnership Firm), HOLDING NO 7/5/2713/2/1, Block/Sector: 2ND MILE, UPPER BHANUNAGAR, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indelified by Mr ADITYA THAKUR, , , Son of Mr BIBHUTI KUMAR THAKUR, HIMACHAL VIHAR, Sector: MATIGARA, P.O.: MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by profession

Execution is admitted on 21-11-2024 by Mr KARAN KHARGA, PARTNER, GANAPATI CONSTRUCTION (Partnership Firm), HOLDING NO 7/5/2713/2/1, Block/Sector: 2ND MILE, UPPER BHANUNAGAR, SEVOKE ROAD, City:- Siliguri Mc, P.O.- SEVOKE ROAD, P.S.-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indelified by Mr ADITYA THAKUR, , , Son of Mr BIBHUTI KUMAR THAKUR, HIMACHAL VIHAR, Sector: MATIGARA, P.O. MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by profession

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/11/2024 11:17AM with Govt. Ref. No: 192024250281977328 on 20-11-2024, Amount Rs: 21/-, Bank; SBI EPay ( SBIePay), Ref. No. 4375519080737 on 20-11-2024, 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 1,000.00/-, by online = Rs 74,020/- Description of Stamp

Stamp: Type: Impressed, Serial no 1365, Amount: Rs.500.00/-, Date of Purchase: 19/11/2024, Vendor name: Bikram
 Paul

 Stamp: Type: Impressed, Serial no 1366, Amount: Rs.500.00/-, Date of Purchase: 19/11/2024, Vendor name: Bikram Paul

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 20/11/2024 11:17AM with Govt. Ref. No: 192024250281977328 on 20-11-2024, Amount Rs: 74,020/-, Bank: SBI EPay (SBIePay), Ref. No. 4375519080737 on 20-11-2024, Head of Account 0030-02-103-003-02

DM

Biswarup Goswami ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR Jalpaiguri, West Bengal



Certificate of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0711-2024, Page from 171767 to 171808 being No 071107608 for the year 2024.





Digitally signed by BISWARUP GOSWAMI Date: 2024.12.10 11:55:15 +05:30 Reason: Digital Signing of Deed.

(Biswarup Goswami) 10/12/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

