

Sl. 2244/2022

In 2184/2022



पश्चिमवङ्ग पश्चिम बंगाल WEST BENGAL

G 257360

By 22/02/2022

Sl. No. 574046

Vol. no. 108/2022

Signature

Selma Devi Singh

Signature

Koti Ratan Buidesa (P) LTD

Director

DEVELOPMENT AGREEMENT

WHEREBY THE DOCUMENT IS ADMITTED TO REGIS. AFTER THE SIGNATURE SHEET AND THE ENGAGEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Signature
A/mt. District Sub-Registrar,
Singuri-II of Bagdogra

23 FEB 2022

NON JUDICIAL STAMP

SL. NO. 3232 DATE 22/02/22
NAME Kartikeyan Baiden Pvt Ltd
OF Siliguri
VALUE RS. 5000 RUPEES Five Thousand only

DIKRAV PAUL
GOVT. STAMP VENDOR
LNO - 74/FM OF 2015

Ajit Kumar Singh



10029

Ajit Kumar Singh



10036

Seena Devi Singh



10031

Sanjiv Kumar Singh



Lahundaibasad



Ajit Kumar Singh
Seema Devi Singh

Koti Ratan Buildcon (P) LTD
Director

THIS DEED OF INDENTURE is made on this the 22nd day of February
Two Thousand and Twenty Two (2022).

B E T W E E N

1. **SRI AJIT KUMAR SINGH, PAN No. AKOPS4946F**, son of Sri Ram Sakha Singh, &
2. **SMT. SEEMA DEVI SINGH, PAN No. ADVPD0921F**, wife of Sri Ajit Kumar Singh; ---- both Hindu by faith, Indian by Nationality, Business by occupation, resident of Jyotinagar colony, Champasari, Siliguri, Ward no. 46, P.O. & P.S. Pradhan Nagar, District : Darjeeling, Pin - 734001 ---- hereinafter referred to as the "**OWNERS / FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**.

A N D

KOTIRATAN BUILDCON PVT. LTD. (PAN NO. AAECK6383K), a Private Limited Company incorporated under the provisions of Companies Act, 1956, bearing certificate of Incorporation No. U45400WB2012PTC173245 having its registered office at Muzaffar Ahmed Sarani, Pakurtala More, Ashrampara, P.O. & P.S. Siliguri, Dist: Darjeeling - 734001, in the State of West Bengal; represented by its Director **SRI BRIJ KISHORE PRASAD**, son of Sri Baleshwar Prasad, Hindu by faith, Indian by nationality, Business by occupation, resident of Ashrampara, Pakurtala More, P.O. & P.S. Siliguri, District Darjeeling - 734001, in the State of West Bengal ---- hereinafter referred to as the "**DEVELOPER/SECOND PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context thereof be deemed to mean and include its successors-in-interest, administrators and assigns) of the "**OTHER PART**".

Adm.

Ajit Kumar Singh

Seema Devi Singh

Koti Rajan Baidya (PJT/D)

Director

WHEREAS the Owner no. 1 herein, i.e., Sri Ajit Kumar Singh became the absolute owner by purchase of **ALL THAT THE** piece and parcel of land measuring 4 kathas or 0.066 acres, appertaining to and forming part of R.S. Plot no. 88 and 89, recorded in R.S. Khatian No. 62/1 and 62/3, situated within Mouza Mandlaguri, J.L. No. 107(85), Pargana Patharghata, Touzi no. 91, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation Ward no. 46, Police Station Matigara (then) Pradhan Nagar (now), District Darjeeling by virtue of a registered Deed of Sale executed by (i) Sri Kalyan Kumar Mazumdar, son of Late Kishori Mohan Mazumdar, (ii) Smt. Mira Sen, wife of Late Amalendu Sekhar Sen, (iii) Smt. Bina Guha, wife of Sri Prakash Kumar Guha, (iv) Smt. Menoka Sinha, wife of Sri Uma Shankar Sinha, (v) Smt. Bharati Dutta, wife of Sri Rabindra Nath Dutta, (vi) Sri Subir Kumar Mazumdar, son of Late Kishori Mohan Mazumdar, (vii) Smt. Tapati Bhattacharjee, wife of Sri Arun Bhattacharjee & (viii) Sri Chanchal Mazumdar, son of Late Kishori Mohan Mazumdar and registered at the Office of the Addl. Dist. Sub-Registrar, Siliguri District Darjeeling and recorded in Book No. I, Volume No. 7, pages from 57 to 64, being document no I-406 for the year 1997 having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS the Owners no. 1 & 2 herein, i.e., Sri Ajit Kumar Singh and Smt. Seema Devi Singh became the joint owners of **ALL THAT THE** piece and parcel of land measuring 9 Kathas, recorded in R.S. Khatian no. 62/1 & 62/3, appertaining to and forming part of R.S. Plot no. 88 with area measuring 5 Kathas and part of R.S. Plot no. 89 with area measuring 4 Kathas, situated within Mouza Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation Ward no. 46, Police Station Pradhan Nagar, District Darjeeling by virtue of a registered Deed of Gift executed by Sri Ram Sakha Singh, son of Late Bhogi Singh and registered at the Office of the Addl. Dist. Sub-Registrar of Siliguri-II at Bagdogra, District Darjeeling and recorded in Book No. I, CD Volume No. 13, pages from 3327 to 3338, being document no I-6098 for the year 2013 having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges

Adv.

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Seema Devi Singh

S. Kodli Khatian (Bulidc-01) P/ITC
Director

whatsoever. That due to mistake and inadvertence, the aforesaid Deed of Gift being no. I-6098 of 2013 incorporated the incorrect boundary which was subsequently amended by the actual boundary by executing a Deed of Declaration and registering it at the Office of the Addl. Dist. Sub-Registrar of Siliguri-II at Bagdogra, District Darjeeling and recorded in Book No. IV, Volume No. 0403-2019, pages from 5402 to 5412, being document no 040300353 for the year 2019.

AND WHEREAS the Owner no. 2 herein, i.e., Smt. Seema Devi Singh became the absolute owner of **ALL THAT THE** piece and parcel of land measuring 12 Decimals or 7 Kathas 4 Chhataks, recorded in R.S. Khatian no. 62/1 comprised of R.S. Plot no. 89 with area measuring 4 Decimals and recorded in R.S. Khatian no. 62/3 comprised of R.S. Plot no. 92 with area measuring 8 Decimals, situated within Mouza Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation Ward no. 46, Police Station Pradhan Nagar, District Darjeeling by virtue of a registered Deed of Gift executed by Sri Rahul Kumar, son of Sri Munni Prasad and registered at the Office of the Addl. Dist. Sub-Registrar of Siliguri-II at Bagdogra, District Darjeeling and recorded in Book No. I, Volume No. 0403-2017, pages from 54981 to 54995, being document no I-2728 for the year 2017 having permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS Sri Amit Kumar Singh and Smt. Seema Devi Singh, i.e., the First Party / Owners hereof got the aforesaid Land recorded in the Record of Rights (ROR) with the B.L. & L.R.O'S Office Siliguri, and the authorized officer under West Bengal Land Reforms Act, 1955 after verification of their documents and being satisfied duly recorded their name in the Record of Rights and finally published Record of Right/Khatian being L.R. Khatian no. 724 in favour of Sri Amit Kumar Singh with an area of land measuring 0.14 acre and L.R. Khatian no. 725 in favour of Smt. Seema Devi Singh with an area of 0.194 acre in Mouza Mandlaguri, Dist: Darjeeling.

Adv

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Sarvesh Devi Singh

Koti Katar Building (P) Ltd
[Signature]

Director

AND WHEREAS the First Party/ Owners are thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to as an Owners thereof to ALL THAT butted and bounded piece and parcel of land measuring about 0.334 acres, recorded in R.S. Khatian no. 62/1 appertaining to and forming part of R.S. Plot no. 88 with an area of 0.122 acres and R.S. Plot no. 89 with an area of 0.04 acres and recorded in R.S. Khatian no. 62/3 appertaining to and forming part of R.S. Plot no. 89 with an area of 0.132 acres and R.S. Plot no. 92 with an area of 0.08 acres, corresponding to L.R. Khatian no. 724 appertaining to and forming part of L.R. Plot no. 8245 with an area of 0.013 acres and L.R. Plot No. 8246 with an area of 0.127 acres and recorded in L.R. Khatian no. 725, appertaining to and forming part of L.R. Plot no. 8245 with an area of 0.073 acres, L.R. Plot No. 8246 with an area of 0.054 acres and L.R. Plot No. 8247 with an area of 0.067 acres, situated within Mouza Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation Ward no. 46, Police Station Pradhan Nagar, District Darjeeling more fully and particularly described in **First Schedule** hereunder written and hereinafter referred to as the "said Land" having permanent heritable and transferable right, title and interest thereon.

AND WHEREAS for the purpose of integrated development of the said Land, the Owners have decided to develop the said land by constructing a multistoried residential building complex thereon, but not having the resources and expertise in the sphere of construction, they have approached the Developer herein to develop the said Land by constructing a multistoried residential building complex thereon after getting sanction from the Siliguri Municipal Corporation or any other competent authorities over the said land within the limits of P.S. Pradhan Nagar, Siliguri Municipal Corporation Ward no. 46, District Darjeeling.

AND WHEREAS the said Land is free from all encumbrances, charges, liens, lis pendences, attachments or trusts in any manner whatsoever or howsoever.

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Secy. Revision

Koti Ratan Building (P) LTD
Director

AND WHEREAS upon the aforesaid representation of the Owners and subject to verification of title of the Owners concerning the said Land, the Developer has agreed to develop the said Land at its own costs, risks and expenses by constructing new residential building/s thereat at the said Land in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

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

ARTICLE I - DEFINITIONS

Unless there is anything repugnant to the Subject or Context:

1.1. **"BUILDING"** shall mean residential Building or Buildings to be constructed at the said Land as per the Building plan.

1.2 **"BUILDING PLAN"** shall mean the plan to be sanctioned by the Siliguri Municipal Corporation/SJDA or any other competent authority and shall include all amendments and / or modifications thereof.

1.3 **"COMMON AREA"** shall include corridors, stairways, staircase and lift, lobbies, common entrances, exit/Gates, passage-ways, fire escapes, driveways, garden, pathways, lift, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, electric/generator/meter or other equipment room, common toilets, water tanks/reservoirs, pumps, motors, tube-wells, pipes, gymnasium, indoor game area, ladies and gents changing room with toilet etc, community hall, car ramps, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports and facilities whatsoever required for the use, enjoyment, establishments, locations, maintenance and/or management of the Building and/or Buildings and/or the common facilities or any of them as the case may be.

B Adv.

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Seema Devi Sinha

Koti Ramesh Bhandari (P) LTD

Director

1.4 **"CONSULTANT"** shall mean any civil and electrical Engineer, any person having expertise in plumbing, sanitary etc. for the purpose of development of the said building.

1.5 **"CONSTRUCTED"** shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per Sanction Plan.

1.6 **DEVELOPER SHARE** shall mean 50% (five zero percent) of the multistoried building complex saleable area to be constructed on the said Land including *undivided* proportionate share in the *land and* common facilities and amenities on *pro rata* basis.

1.7 **OWNER' SHARE** shall mean 50% (five zero percent) of the saleable area in the said multistoried building complex to be constructed on the said Land including *undivided* proportionate share in the *land and* common facilities and amenities on *pro rata* basis.

1.8 **"OWNERS AND DEVELOPER"** shall include their respective transferees/nominees.

1.9 **"PROPORTION"** shall mean the proportion of ratio which the super built up area of any flat or unit or floor space bears to the total super built up areas of all the flats and all the Units and all the floor spaces for the time being (excluding the areas comprising the common parts thereof) in the said building.

1.10 **"SALEABLE AREA"** shall mean the space or spaces in the new multistoried building complex available for independent use and occupation after making due provisions of common facilities and the space required therefore.

1.11 **"SALES COLLECTIONS"** shall mean and include all receipts and collection made pursuant to commercial exploitation of the said Land, including without restriction from the sale of flats/apartments/units



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Koti Katan Builders (P) LTD
Director

constructed thereon including all receipts of whatsoever description as interest, compensation etc. less "EXEMPT RECEIPTS" i.e. funds/deposits collected from the unit purchasers of the flats/apartments/units for onward transmission to the Body of Purchasers (as defined hereinbelow), to/from the Government/statutory authorities/utility companies and funds/deposits received towards share money, development charges, common area maintenance charges, society registration charges, gas pipelines, legal charges, stamp duty, registration fees, taxes, corpus funds, deposits, GST, any other taxes that may be collected from the purchasers for payment to the Government.

The Sales Collection (less exempt receipts) arising from the commercial exploitation of the said land and other direct and/or indirect benefits attached to the same shall be shared between the Owner and the Developer in the agreed ratio and the method set out in the body of this *Joint Development Agreement*.

1.12 "**STRUCTURAL ENGINEER**" shall mean any person as may be appointed by the Developer from time to time.

1.13 "**SUPER BUILT UP SPACE**" shall mean the aggregate area comprised in the space in the Buildings available for independent use and occupation together with the space required for corridors, lobbies, lift walls, staircases, electric, generator, meter and caretaker rooms, water tanks, gymnasium, indoor game area, ladies and gents changing room with toilet etc, community hall, car ramps and other common areas.

1.14 "**SUPERSTRUCTURES**" shall mean foundation, basement, R.C.C. Columns, all slabs, beams, staircase, lift shafts, etc.

1.15 "**TRANSFER**" with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is understood as transfer of unit in a multi storied Building/s/s to purchasers thereto although the same may not amount to a transfer in law.

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Koti Rajan Building (P) Ltd
[Signature]
Director

1.16 **"THE SAID LAND/PREMISES"** shall mean ALL THAT butted and bounded piece and parcel of land measuring about 0.334 acres, recorded in R.S. Khatian no. 62/1 appertaining to and forming part of R.S. Plot no. 88 with an area of 0.122 acres and R.S. Plot no. 89 with an area of 0.04 acres and recorded in R.S. Khatian no. 62/3 appertaining to and forming part of R.S. Plot no. 89 with an area of 0.132 acres and R.S. Plot no. 92 with an area of 0.08 acres, corresponding to L.R. Khatian no. 724 appertaining to and forming part of L.R. Plot no. 8245 with an area of 0.013 acres and L.R. Plot No. 8246 with an area of 0.127 acres and recorded in L.R. Khatian no. 725, appertaining to and forming part of L.R. Plot no. 8245 with an area of 0.073 acres, L.R. Plot No. 8246 with an area of 0.054 acres and L.R. Plot No. 8247 with an area of 0.067 acres, situated within Mouza Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation Ward no. 46, Police Station Pradhan Nagar, District Darjeeling more fully and particularly described in First Schedule hereunder written.

1.16 **"UNIT"** shall mean the flat and / or constructed area and / or other space/s in the Building or Buildings being constructed or intended to be constructed by the Developer and/or constructed area capable of being exclusively occupied and enjoyed independently, including common area.

Expressions imparting masculine shall include feminine and neuter gender.

Words imparting plural number shall include singular number as well and vice-versa.

The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.

ARTICLE-II COMMENCEMENT

2. The Agreement shall come into effect on execution of this Agreement.

[Signature]

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Seema Devi Singh

Koti Ratan Building (R) LLP
Sanyal Singh
Director

ARTICLE-III RIGHT, TITLE AND INDEMNITIES OF THE OWNER

- 3.1 The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the said Land and every part thereof.
- 3.2 Except the Owners, no other person or persons has/have any claim or interest and/or demand over and in respect of the said Land and/or any portion thereof.
- 3.3 That the entirety of the said Land is free all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever and the Owners have a marketable title in respect of the said Land. That in the event the title of the Owners to the said land is found to be defective or encumbered in any way, then the Owners shall take all necessary and effective steps to remove such defects and encumbrances and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly.
- 3.4 The Owners agrees to keep the Developer indemnified against any claim or demand in respect of the said Land arising out of aforesaid.
- 3.5 That no suit or proceedings is pending in any court or before any other authority regarding the title or of any other nature whatsoever in respect to the said land or any part thereof and / or created third party interest therein.
- 3.6 The Owners have not entered into any agreement for sale, lease, mortgage, license, transfer or any commitment of any nature whatsoever with any person for creating any right or encumbrance of any nature in respect of the said land or any part thereof nor have the Owners entered into any agreement for sale of the complex(es) or any part thereof proposed to be constructed thereon nor shall the Owners hereafter enter into any agreement and/or commitment with any other person entitling such person to execute development of the said land or for sale of the said land or the

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Koli Katan Builders (P) LTD
Director

complex(es), or any part thereof, built thereon, except as provided elsewhere in this Agreement

3.7 That The Owners are in exclusive possession of the said Land.

ARTICLE IV - DEVELOPER RIGHTS

4.1 That the Owners hereby grants exclusive right to the Developer to build upon and to commercially exploit the said Land by constructing the new multistoried building complex at the said Land in accordance with the plan or plans to be sanctioned by the Siliguri Municipal Corporation /SJDA or any other competent authority (ies) with or without any modification and/or amendment thereto made or caused to be made hereto.

4.2 That all applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer on behalf of the Owners and shall be signed by the Owners and / or the Developer (through the duly authorized representative in that behalf) and submitted by the Developer at the Developer own costs and expenses.

ARTICLE-V CONSTRUCTION AND CONSIDERATION

5.1 In consideration of the Owners allowing the Developer to develop the said Land the Owners shall be entitled to 50% (five zero percent) of the total saleable area in the proposed multistoried building complex as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation/SJDA or any other concerned authority (ies) for the proposed multistoried building complex to be constructed at the said Land, including the common facilities, together with all amenities to be allocated to the Owners as Owners' Allocation as defined in Article 1.7 hereinabove.

5.2 All costs, charges, expenses and outgoings for construction, erection and completion of the Building/Buildings with amenities and facilities as



Ajith Kumar S. A.

Seema Devi Srinivasan

Kasthi Rajan Builders (P) LTD
Director

specified herein shall be borne and paid by the Developer without any claim for cost escalation.

5.3 Both the parties shall bear all expenses for brokerage fees proportionately as per allocated ratio mentioned above for sale/rent of the residential flats, other spaces, open terrace and car parking spaces. It is agreed between the parties that the brokerage fees towards the sale of the saleable area in the said complex shall be *maximum of 2%* which shall be borne proportionately as per ratio mentioned above.

5.4 The Owners shall have the right to inspect and/or cause to be inspected at any time the material and construction at the said Land. The Developer shall furnish the certificate of the Architect as to the quality of material and construction being carried out at the said Land in terms of this Agreement, to the Owners as and when required by the Owners.

5.5 That neither the Owners nor the Developer shall be earmarked and / or allocated any demarcated area in the multistoried building complex being their share of respective allocated area. That the TOTAL SALEABLE AREA generated after the development of the said Land shall be at the disposal of the Developer who shall receive advances and sale consideration on the total saleable area from the intending buyers and allocate and earmark the saleable area to the intending buyers at the highest prevailing market rates. It is further provided that neither the Owners nor the Developer shall be entitled to stake claim *in* any part (s) or portion (s) of the proposed multistoried building complex as being absolute owner of Owners allocation or Developer allocation and the TOTAL SALEABLE AREA generated from the development of the said Land shall be at the disposal of the Developer who shall dispose off the same at the highest market rates to the intending buyers.

That if any of the Parties decides to retain any space in the multistoried building complex such shall be valued at the prevailing market rate on the date of retention on similar terms and conditions under which spaces in the complex are allocated to any third party in general.

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Koti Retan (Build) (P) LTD
Director.

5.6 The Developer hereby undertakes to sign all agreements, documents, conveyances as Confirming Party for all sales.

5.7 Similarly the Owners hereby expressly covenants that they shall execute and register sale deed in favour of the Developer in respect of developer's share being 50% (five zero percent) in the said land / premises as Developer's consideration as and when required by the Developer for undertaking the development of the said Land.

5.8 It is expressly agreed between the parties that out of the total sale proceeds to be received from the prospective buyers, the sale proceeds shall be distributed among the Owners and Developer in the following manner:-

That the sale proceeds shall be distributed among the Owners' and Developer in the ratio of 50:50 till the completion of the project and disposal of the entire saleable area generated after development of the said Land by constructing a multistoried building complex therein.

On execution of these presents the Owner shall make over vacant possession of the said Land to the Developer.

5.9 Save and except the Owner's Allocation, the Owner shall not be entitled to any other consideration in the new building complex and/or any other or further sum of money as or towards consideration or otherwise.

5.10 The Developer by the consent of the Owners from time to time can appoint Consultant for the development of the said Land at the fees, costs, charges and expenses to be paid by the Developer. The Developer shall keep the Owner harmless and indemnified against the same.

ARTICLE VI - PROCEDURE

6.1 The Owners shall handover all the original title deeds and other documents to the Developer simultaneously with the execution of this

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Director

agreement and the same shall be retained by the Developer until completion of the entire project. Provided however the Owner or their nominee or nominees shall have the right of inspection of the original documents and/or title deeds from the Developer.

6.2 That the Owner shall grant to the Developer or his nominated person(s) as per the desire of the Developer a General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the new building complex at the said Land and also for pursuing and following up the matter with the Siliguri Municipal Corporation and any other authorities and for all other matters concerning or related to development of the said Land by constructing a multistoried building complex therein which shall remain in full force until completion of the entire project.

ARTICLE VII - SPACE ALLOCATION

7.1 That immediately after obtaining sanction of plan of the new building complex at the said premises, the Developer shall determine the Owners Allocation as stated hereinabove and as set out in the Second Schedule hereunder written, subject to the modification and variations as may be permitted by the Siliguri Municipal Corporation, and the balance of the constructed area shall go to the share of the Developer in consideration of its having undertaken the construction of the new building complex at its own cost.

7.2 Subject as aforesaid, the common portion of the said new building complex and open space (excluding the entire roof and parking space of the new building complex) shall belong to the Owner and Developer in proportion to their sharing ratios/allocation herein mentioned.

7.3 That insofar as necessary all dealings by the Developer in respect of the building complex including agreements for sale or transfer concerning space allocation shall be in the name of the Developer for which purpose the

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Seema Devi Singh

Koti Ratan Builders
TO
Director

Owner undertakes to give the Developer an Irrevocable General Power of Attorney in a form and manner required by the Developer.

7.4 That the Owner shall execute Deeds of Conveyance in favor of such purchaser of the units or in favour of any co-operative society or company or association of purchasers of units or saleable space as the Developer may desire and as may be permissible under the law in force. Such Deeds of Conveyance shall be prepared by the Developer and approved by the Owner. The cost of drafting and Stamp Duty on the conveyance, cost of registration and all other expenses shall be borne by the Developer, and/or purchasers of the flats as may be agreed upon by and between the Developer and the purchasers of flats.

ARTICLE VIII - BUILDING

8.1 That the Developer shall at its own costs construct and complete the new Building Complex at the said land in accordance with the sanctioned plan and conforming to such specifications as are mentioned in the "THIRD SCHEDULE" hereunder written and any amendment thereto or modification thereof made or caused to be made by the Developer and as may be recommended by the Architect from time to time. The building complex shall be of commercial type having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the Siliguri Municipal Corporation/SJDA or any other competent authority.

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specifications as stated in the Third Schedule shall be final and binding upon the parties hereto.

8.3 That the Developer shall install in the said Building at its own costs pump-operated deep tube-well, water storage tanks, overhead reservoirs, electric wiring and installations and other facilities as are required to be provided in the new building constructed for sale of units/flats herein on Ownership basis and as mutually agreed.

Adv.

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Seema Devi Simon

Koti Ramen Building (P) LTD
Director

8.4 That the Developer shall be authorized in the name of the Owner insofar as is necessary to apply for and obtain allocation of building materials allocable to the owner for the construction for the building and to similarly apply for and obtain temporary and permanent connection of water, electricity connection, drainage, sewerage to the new building and other inputs and facilities required for the construction and enjoyment of the buildings for which purpose the owner shall execute power of attorney in favour of the aforesaid Developer and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

8.5 All costs, charges and expenses including architects fees during the construction of the building at the said Land shall be borne by the Developer and the Owner shall bear no responsibility in this context, provided that the owner shall perform all the obligations required of them under this agreement in a diligent and sincere manner.

8.6 That as from the date of making over possession the municipal rates and taxes as also other outgoings in respect of the said Land shall be borne and paid by the Owner and the Developer in the ratio of 50: 50 and all outstanding dues on account of municipal rates and taxes as also other outgoings up to the date of delivery of possession shall remain the liability of the Owner and shall be borne and paid by the Owner.

ARTICLE IX - COMMON RESTRICTIONS

9.1 That neither party shall use or permit to be used in the Building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/occupiers of the apartments or the building.

9.2 That neither party shall make any structural alteration without the previous consent of the other. PROVIDED HOWEVER such alteration shall

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Seema Devi Sivasu

Koti Rajan Buidcon (P) LTD
Director

always be made with the approval of the appropriate authority as may be required for the purpose.

9.3 That both parties shall abide by all statutory rules and regulations, by-laws etc. as the case may be and shall be responsible for any deviation, violation and/or breach of any of these said laws, byelaws, rules and regulations.

9.4 That the Developer hereby declares that to keep at all times the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep the either of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising there from.

9.5 That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the Building or any part thereof and shall keep the other occupiers of the said Building harmless and indemnified from and against the consequences of any breach.

9.6 That articles of display or otherwise shall not be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the Building Complex.

9.7 That neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the Building or in the compounds, corridors or any other portion or portions of the Building.

9.8 That the Owner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the said land and every part thereof for the purpose of

Adm.

Ajith-kumar S. S.
Seema Devi Sirogha

Koti Ratan Buildcom (P) Ltd
Director

10.6. To remain bound to execute all agreements for sale or transfer concerning the said building complex and shall remain bound to execute a general power of attorney empowering the Developer or Developer agent to execute all such agreements for sale or transfer for and on behalf of the owner concerning the building complex at the said Land.

10.7. The Owner hereby agree and covenants with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Developer.

ARTICLE XI - DEVELOPER OBLIGATION

11.1 The Developer hereby agree and covenants with the Owner to complete the construction of the new Building complex at the said premises within 36 (thirty six) months from the date of sanctioning of the plan.

11.2 The Developer hereby agree and covenants with the owners not to violate or contravene any of the provisions or rules applicable to construction of the said building.

11.3 The Developer hereby agree and covenants with the owners not to do any act, deed or thing whereby the owner allocation in the new Building Complex at the said Land is prevented from being sold, assigned or disposed off.

11.4 The Developer hereby agree and covenants with the owner to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer actions with regard to the Development of the said Land and/or in the matter of construction of the said Building and/or for any defect therein.

11.5 The Developer hereby agree and covenants with the Owner that if the Developer fails to complete the construction of the owner allocation of the

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Ajith-Var-Sibs

Seema Devi Singsh

Koti Rath Builders (P) LTD
S. Singh
Director

building complex at the said premises within the time specified in clause 11.1 hereinabove in, that event the Developer shall be afforded a further period of six months to complete such construction. If, however, the Developer are unable to complete the construction of the new building complex at the said Land within the extended period, the parties would be entitled to repudiate the present agreement. However in such an event, the Developer shall be entitled to seek payment of the cost of the construction up to the extent undertaken by him along with refund of any amount, due if any.

ARTICLE XII - IT IS FURTHER AGREED BY AND BETWEEN THE OWNER & DEVELOPER

12.1 That the Owner and the Developer shall be responsible for payment of all Panchayat, Municipal and Property taxes, rates, duties and other public outgoings and impositions whatsoever, payable in respect of their respective allocations, PROVIDED THAT the said rates to be apportioned *pro rata* with reference to the saleable space in the building.

12.2 That the Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.

12.3 That as and from the date of service of notice of completion the Owner shall also be responsible to pay and bear the service charge for the common facilities in the new Building payable with respect to the Owner's allocation, such charges are to include proportionate share of premium for the insurance of the Building; water, fire and scavenging charges and taxes; light; sanitation; repair and renewal; charges for bill collection and management of the common facilities; renovation; replacement and maintenance charges and expenses for the Building and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and



Ajith Kumar Sibi

Secy. Devi Sishu

Koll Realty Builders (P) Ltd
Director

other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passageways, gardens, parkways and other facilities whatsoever as may be mutually agreed from time to time PROVIDED THAT if any additional insurance premium costs and expenses by way of/and maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the Owner's allocation or any part thereof the Owner shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer.

ARTICLE XIII - MUTUAL COVENANTS AND INDEMNITIES :

13.1 The Owner hereby agrees and covenants that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer and the Owner shall mutually sell or dispose of the saleable area.

13.2 To Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them or as a Joint Venture in any manner nor shall the parties hereto constitute an Association of persons.

13.3 The Owner shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Owner, including any such additional Power of Attorney and/or authorization as may be required for the purpose PROVIDED that all such acts deeds matters and thing shall not in any way infringe on the rights of the Owner and/or go against the spirit of these presents.

13.4 The Owner shall not be liable for any Income-Tax, Wealth-Tax, GST, or any other taxes in respect of the Developer allocation which shall be the liability of the Developer who shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.



Ajib Kumar Singh

Selma Devi Singh

Koti Ratan Bhatnagar (P) Ltd
Director

13.5 Any notice required to be given by either of the parties to the either of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned.

13.6 The Developer and the Owner shall mutually frame Scheme for the management and administration of the said Building complex and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/Association and/or any other Organization who will be in charge of such management of the affairs of the Building complex and/or common parts thereof.

13.7 The name of the Building shall be as decided by mutual consent of the parties.

13.8 As and from the date of completion of the Building complex, the Developer and the Owner and/or its transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.

ARTICLE XIV - LIQUIDATED DAMAGES & PENALTY

14.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the *Force Majeure* conditions i.e. flood earthquake riot war storm tempest civil commotion strike and/or any other act or commission beyond the control of the parties hereto.

14.2 If due to any willful act on the part of the Developer the construction and completion of the building is delayed then in that event the Developer shall be liable to such loss or damages to the Owner as shall be determined by the Arbitrators to be appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996.

Adm.

Ajib-ber Singh

Seema Devi Singh

Koti Ratan Bhatia
Director

14.3 In the event of the Owner committing breach or any of the terms and conditions herein contained or delaying in delivery of possession of the said Land as hereinbefore stated, the Developer shall be entitled to payments of and the Owner shall be liable to pay such losses and compensation as shall be determined by the Arbitrators so appointed provided however if such delay shall continue for a period of 6(six) months then in that event in addition to any other right, which the Developer may have against the Owner, the Developer shall be entitled to sue the Owner for specific performance of this Agreement or to rescind this Agreement and claim refund of all the money paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.

ARTICLE XV - ARBITRATION

15.1 Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning, construction or import of this Agreement or their respective rights and liabilities as per this Agreement shall be adjudicated by reference to the arbitration of an independent Arbitrator to be appointed by the parties herein and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

15.2 Notwithstanding the foregoing provisions, the right to sue for specific performance of this contract by One Party against the other as per the terms of this Agreement shall remain unaffected.

ARTICLE XVI - JURISDICTION

All Courts within the limits of Siliguri District shall have the jurisdiction only to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

Ajith Kumar Singh
Seema Devi Singh

Koti Rajan Building (R) LTD
Director

THE FIRST SCHEDULE LAND ABOVE REFERRED TO:
"BEING THE SAID LAND"

ALL THAT THE pieces and parcel of vacant land admeasuring 0.334 acres, recorded in R.S. Khatian no. 62/1 appertaining to and forming part of R.S. Plot no. 88 with an area of 0.122 acres and R.S. Plot no. 89 with an area of 0.04 acres and recorded in R.S. Khatian no. 62/3 appertaining to and forming part of R.S. Plot no. 89 with an area of 0.132 acres and R.S. Plot no. 92 with an area of 0.08 acres, corresponding to L.R. Khatian no. 724 appertaining to and forming part of L.R. Plot no. 8245 with an area of 0.013 acres and L.R. Plot No. 8246 with an area of 0.127 acres and recorded in L.R. Khatian no. 725, appertaining to and forming part of L.R. Plot no. 8245 with an area of 0.073 acres, L.R. Plot No. 8246 with an area of 0.054 acres and L.R. Plot No. 8247 with an area of 0.067 acres, situated within Mouza Mandlaguri, J.L. No. 107(85), Pargana Patharghata, under B.L. & L.R.O. Siliguri, within Siliguri Municipal Corporation Ward no. 46, Police Station Pradhan Nagar, District Darjeeling. The said land is Bastu and proposed to be used as Bastu.

The first schedule premises is butted and bounded as follows:

- ON THE NORTH : Land and house of Lalan Prasad Gupta & Baban Gupta;
- ON THE SOUTH : 20 feet wide metal road;
- ON THE EAST : 8 feet wide road and Land of Surendra Pd Chourasia and Lalbabu Jaiswal;
- ON THE WEST : Land & House Rakesh Singh & Ors.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(OWNER ALLOCATION)

A saleable area generated in the multistoried Building complex not more than 50%(five zero percent) in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on *pro rata* basis as defined in Article 1.7 hereunder written.

IN WITNESS WHEREOF THE PARTIES HERETO SETS SEALED AND
SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH
AND THE YEAR FIRST ABOVE WRITTEN.

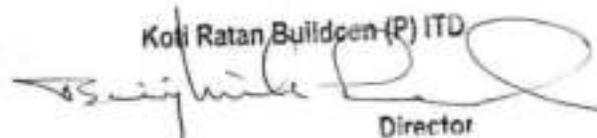
WITNESSES: -

1. Bahut Lal Prasad.
S/o Brijkishore Prasad.
Jhampura, Patatala More,
P.O & P.S. Siliguri.
Dajjeeling District.


Seena Devi Singh

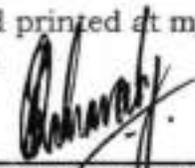
SIGNATURE OF THE OWNERS

2. Rajesh Saha
Siliguri

Koti Ratan Buildcon (P) LTD

Director

SIGNATURE OF THE DEVELOPER

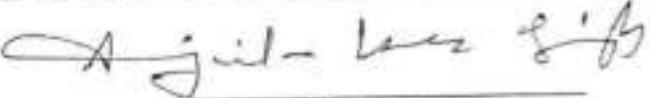
Drafted by me and printed at my
office



Binod Kumar Chakraborty
(Advocate/Siliguri)
Enrol: WB/1044-A1/2004

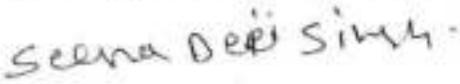
Finger prints of _____

		Thumb	Fore finger	Middle finger	Ring finger	Little finger
	Left Hand					
Right Hand						


Signature

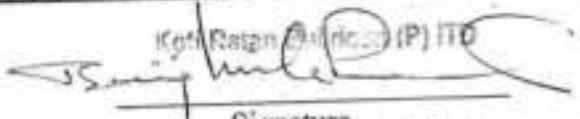
Finger prints of _____

		Thumb	Fore finger	Middle finger	Ring finger	Little finger
	Left Hand					
Right Hand						


Signature

Finger prints of _____

		Thumb	Fore finger	Middle finger	Ring finger	Little finger
	Left Hand					
Right Hand						


Signature Director

Finger prints of _____

		Thumb	Fore finger	Middle finger	Ring finger	Little finger
Left Hand						
Right Hand						

Signature



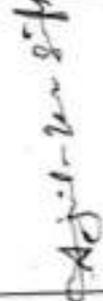
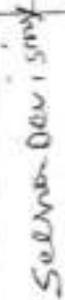
Government of West Bengal

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

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

Signature / LTI Sheet of Query No/Year 04032000574046/2022

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr AJIT KUMAR SINGH Jyotinagar Colony, Champasari,, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			
2	Mrs SEEMA DEVI SINGH Jyotinagar Colony, Champasari,, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			
3	Mr Brij Kishore Prasad Ashrampara, Pakurtala More, City:- Siliguri Mc, P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Represent ative of Developer [KOTIRAT AN BUILDCO N PVT. LTD.]			

Sl No.	Name and Address of Identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Rahul Raj Prasad Son of Mr Brij Kishore Prasad Ashrampara, Pakurtala More, City:- Siliguri Mc, P.O:- Siliguri, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Mr AJIT KUMAR SINGH , Mrs SEEMA DEVI SINGH , Mr Brij Kishore Prasad			

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

आयकर विभाग
INCOME TAX DEPARTMENT
AJIT KUMAR SINGH
RAM SAKHA SINGH
15/08/1974
PAN Card Number
AKOPS4946F
Signature

भारत सरकार
GOVT. OF INDIA



10/7/2015

Ajit Kumar Singh


 भारत सरकार
 Government of India
 श्री अजय कुमार सिंह
 Mr. Ajay Kumar Singh
 पति - राम साहेब सिंह
 Father - Ram Sahab Singh
 एम्प्लॉय / DOB: 15/08/1974
 Sex - Male

2470 5494 7458
 आधार - साधारण मानवের অধিকার

Ajay Kumar Singh


 Unique Identification Authority of India
 Unique Identification Authority of India
 Address: JYOTI NAGAR
 COLONY, CHAMPASARI
 MORE, Diamondhar, District
 Durgam, Champasari,
 West Bengal, 734003
2470 5494 7458



 भारत सरकार
 Government of India

 श्रीमती देवी सिंघ
 Seema Devi Singh
 पति: अजी कुमार सिंघ
 Husband: Aji Kumar Singh
 आयडी / DOB: 12/01/1980
 लिंग / Gender: Female

 7945 0729 9747
 आधार - साधारण मानुषेअधिकार


 भारत सरकार
 Unique Identification Authority of India
 ठेका: ज्योती नगर कॉलोनी
 चम्पसारी नगर, चम्पसारी, दार्जिलिंग
 दार्जिलिंग, पश्चिम बंगाल
 Address: JYOTI NAGAR
 COLONY, CHAMPASARI
 MORE, Champasari,
 Darjeeling, West Bengal,
 734003
 7945 0729 9747




Seema Devi Singh

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SEEMA DEVI SINGH

MUNNI PRASAD

12/01/1988
Permanent Account Number
ADVPD0921F

Seema Devi Singh
Signature



09/12/11

Seema Devi Singh



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকার

ভারত সরকার

Unique Identification Authority of India

Government of India

অনুকরণীয় আইডি / Enrollment No. : 1215/91487/34925

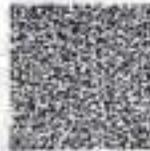
17/04/2014

To
Brij Kishore Prasad
শ্রী ব্রজ কিশোর প্রসাদ
NAJROL SARANI BY LANE
ASRAMPARA
Siliguri (M. Corp)
Siliguri, Darjeeling
West Bengal - 734001



KL836839845FT

83683984



আপনার আধার সংখ্যা / Your Aadhaar No. :

9146 4127 1530

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

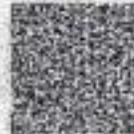
Government of India



শ্রী ব্রজ কিশোর প্রসাদ
Brij Kishore Prasad
পিতা : বালেশ্বর প্রসাদ
Father : BALESHWAR PRASAD

জন্ম তারিখ / DOB: 03/01/1966
লিঙ্গ / Male

9146 4127 1530



আধার - সাধারণ মানুষের অধিকার

Brij Kishore Prasad

आयकर विभाग

INCOME TAX DEPARTMENT

KOTIPATAN BULLDOGN
PRIVATE LIMITED

31/01/2012

Particulars Account Number

AAECKE33K



भारत सरकार

GOVT. OF INDIA



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ভারতীয় বিশিষ্ট পরিচয় প্রমাণকরণ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

চলিতকার্যক্রম আইডি / Enrollment No. : 1215/91215/37262

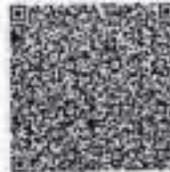
03/04/2014

To
 RAHUL RAJ PRASAD
 হাফেজ হাফেজ প্রসাদ
 NAZRUL SARANI
 SILGURI
 ASHRAM PARA
 Silguri (M. Coop)
 Silguri, Darjeeling
 West Bengal - 734001



KL859892826FT

85989262



আপনার আধার সংখ্যা / Your Aadhaar No. :

3173 9131 6641

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India



হাফেজ হাফেজ প্রসাদ
 RAHUL RAJ PRASAD
 পিতা : ব্রজ কিশোর প্রসাদ
 Father : Brij Kishore Prasad

জন্ম তারিখ/DOB: 08/07/1991
 লিঙ্গ / Male

3173 9131 6641



আধার - সাধারণ মানুষের অধিকার

Major Information of the Deed

Deed No :	I-0403-02184/2022	Date of Registration	23/02/2022
Query No / Year	0403-2000574046/2022	Office where deed is registered	
Query Date	22/02/2022 8:14:12 AM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Shashi Prakash Kanodia Sevcke Road, Thana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, Mobile No. : 9002680577, Status : Advocate		
Transaction	Additional Transaction		
[01]0] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 5,00,000/-	Rs. 2,47,65,135/-		
Stamp duty Paid (₹)	Registration Fee Paid		
Rs. 40,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: Shivaji Nagar, Mouza: Mandlaguri, JI No: 85, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-88	RS-62	Bastu	Bastu	0.122 Acre	1,00,000/-	95,10,293/-	Width of Approach Road: 20 Ft.,

District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: Netaji Nagar, Mouza: Mandlaguri, JI No: 85, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-89	RS-62	Bastu	Bastu	0.04 Acre	1,00,000/-	28,78,272/-	Width of Approach Road: 20 Ft.,
L3	RS-89	RS-62	Bastu	Bastu	0.092 Acre	2,00,000/-	66,20,026/-	Width of Approach Road: 20 Ft.,
L4	RS-92	RS-62	Bastu	Bastu	0.08 Acre	1,00,000/-	57,56,544/-	Width of Approach Road: 20 Ft.,
TOTAL :					21.2Dec	4,00,000 /-	152,54,842 /-	
Grand Total :					33.4Dec	5,00,000 /-	247,65,135 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr AJIT KUMAR SINGH (Presentant) Son of Mr Ram Sakha Singh Jyotinagar Colony, Champasari,, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGxxxxxx1L,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Pvt. Residence
2	Mrs SEEMA DEVI SINGH Daughter of Mrs Ajit Kumar Singh(Mother) Jyotinagar Colony, Champasari,, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx1F,Aadhaar No Not Provided by UIDAI, Status :Individual, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 22/02/2022 , Admitted by: Self, Date of Admission: 22/02/2022 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	KOTIRATAN BUILDCON PVT. LTD. Muzaffar Ahmed Sarani, Pakurtala More, Ashrampara, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr Brij Kishore Prasad Son of Late Baleshwar Prasad Ashrampara, Pakurtala More, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Aadhaar No Not Provided by UIDAI Status : Representative, Representative of : KOTIRATAN BUILDCON PVT. LTD. (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Rahul Raj Prasad Son of Mr Brij Kishore Prasad Ashrampara, Pakurtala More, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
Identifier Of Mr AJIT KUMAR SINGH , Mrs SEEMA DEVI SINGH , Mr Brij Kishore Prasad			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR SINGH	KOTIRATAN BUILDCON PVT. LTD.-6.1 Dec
2	Mrs SEEMA DEVI SINGH	KOTIRATAN BUILDCON PVT. LTD.-6.1 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR SINGH	KOTIRATAN BUILDCON PVT. LTD.-2 Dec
2	Mrs SEEMA DEVI SINGH	KOTIRATAN BUILDCON PVT. LTD.-2 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR SINGH	KOTIRATAN BUILDCON PVT. LTD.-4.6 Dec
2	Mrs SEEMA DEVI SINGH	KOTIRATAN BUILDCON PVT. LTD.-4.6 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Mr AJIT KUMAR SINGH	KOTIRATAN BUILDCON PVT. LTD.-4 Dec
2	Mrs SEEMA DEVI SINGH	KOTIRATAN BUILDCON PVT. LTD.-4 Dec

Endorsement For Deed Number : I - 040302184 / 2022

On 22-02-2022

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

Presented for registration at 14:12 hrs on 22-02-2022, at the Private residence by Mr AJIT KUMAR SINGH , 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 2,47,65,135/-

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

Execution is admitted on 22/02/2022 by 1. Mr AJIT KUMAR SINGH , Son of Mr Ram Sakha Singh , Jyotinagar Colony, Champasari, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mrs SEEMA DEVI SINGH , Daughter of Mrs Ajit Kumar Singh , Jyotinagar Colony, Champasari, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Identified by Mr Rahul Raj Prasad , , Son of Mr Brij Kishore Prasad , Ashrampara, Pakurtala More, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

Execution is admitted on 22-02-2022 by Mr Brij Kishore Prasad , Director, KOTIRATAN BUILDCON PVT. LTD. (Private Limited Company), Muzaffar Ahmed Sarani, Pakurtala More, Ashrampara, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Identified by Mr Rahul Raj Prasad , , Son of Mr Brij Kishore Prasad , Ashrampara, Pakurtala More, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

On 23-02-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/02/2022 4:37PM with Govt. Ref. No: 192021220190666471 on 22-02-2022, Amount Rs: 7/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1717956809 on 22-02-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 35,000/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
 2. Stamp: Type: Impressed, Serial no 3232, Amount: Rs.5,000/-, Date of Purchase: 22/02/2022, Vendor name: B Paul
- Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/02/2022 4:37PM with Govt. Ref. No: 192021220190666471 on 22-02-2022, Amount Rs: 35,000/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 1717956809 on 22-02-2022, Head of Account 0030-02-103-003-02

Yogen Tshering Bhutia
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 0403-2022, Page from 61977 to 62020
being No 040302184 for the year 2022.



Digitally signed by YOGEN TSHERING
BHUTIA
Date: 2022.03.04 16:28:04 +05:30
Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2022/03/04 04:28:04 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.