

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

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Proposition of the state of the

JALSANGH REALTY PVT. LTD



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 07th DAY OF JULY, TWO THOUSAND TWENTY THREE

### BETWEEN

CLANGE THE DECUMENT IS ADMITTED IN REGIS WHICH THE SHOWATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT LIRE THE PARTS OF THIS DOCUMENT.

Contd.....P/2

Addı. District Sub-Registrar, Singuri-li at Bagdogra

10 JUL 2023

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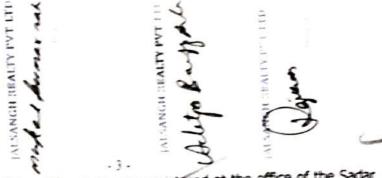
JALSANGH REALTY PRIVATE LIMITED, [PAN NO. AAECJ3116F] a Private Limited Company, having its office at Matigara Bazar, D.I. Fund Office Road, P.O. & P.S. Matigara, District Darjeeling, represented by its directors namely [1] SRI MUKESH KUMAR SAH, [PAN NO. AJIPS8034M] [AADHAR NO. 662574406239], Son of Late Ram Narayan Sah, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Khopalasi, P.O. New Chamta, P.S. Matigara, Pin No. 734009, District Darjeeling, [2] SRI ADITYA BAISHYA SAHU, [PAN NO. BEUPS4482P] [AADHAR NO. 856711901796], Son of Late Mohan Sahu, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of LIG/MIG Complex, Uttorayan, P.O. & P.S. Matigara, Pin No. 734010, District Darjeeling, [3] SRI RAJU SHAH, [PAN NO. AQBPS4191B] [AADHAR NO. 482968895665], Son of Sri Ashok Shah, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Matigara Bazar, P.O. & P.S. Matigara, District Darjeeling, (W.B.) - hereinafter called the **<u>DEVELOPER/FIRST PARTY</u>** (which expression shall mean and include unless excluded by or repugnant to its directors, executors, representatives, directors, administrators and assigns) of the ONE PART.

ALSANGH REALITY PVT. LT

### A N D

SMT. ANJU SAHU, [PAN NO. ARGPS5726C] [AADHAR NO. 923623800278], Wife of Late Mohan Sahu & Daughter of Late Sailendra Kumar Sahu @ Nirmal Kumar Shalendra, Hindu by Religion, Indian by Nationality, Private-service by Occupation, resident of Khopalasi, P.O. New Chamta, P.S. Matigara, Pin No. 734009, District Darjeeling (W.B.) - hereinafter referred to as the LAND OWNER/SECOND PARTY (Which expression shall mean and include unless excluded by or repugnant to the context her heirs, executors, successors, legal representative, administrators and assigns) the OTHER PART.

WHEREAS the present Land owner namely Smt. Anju Sahu, Daughter of Late Sailendra Kumar Sahu, became the absolute owner of Land measuring 3.39 Acres, recorded in L.R. Khatian No. 107, appertaining to part of L.R. Plot Nos. 243, 195, 196 & 194, Situated within Mouza Khopalasi, J.L. No. 21, Touzi No. 8, Pargana Patharghata, Within the jurisdiction of P.S. Matigara (previously Siliguri), District Darjeeling, by virtue of a registered Deed of Gift being No. I-3778 for the year of 2006 recorded in Book No. I Volume No. 94 Pages from 89 to 96 registered at the office of the Additional District Sub-Registrar Siliguri II at Bagdogra, executed by Sri Bhagwan Dayal Sahu, Son of Late Kedar Nath Sahu, being represented by his constituted attorney cum his son namely Sri Satyendra Kumar Sahu, Son of Sri Bhagwan Dayal Sahu, by virtue of a registered General Power of Attorney being No. IV-18 for the year of 2003



recorded in Book No. IV and the same was registered at the office of the Sadar Sub-Registrar Ballia, Dated 15.02.2003.

### A N D

WHEREAS being owner in such possession said Smt. Anju Sahu, Daughter of Late Sailendra Kumar Sahu, had mutated her name at the office of the B.L. &L.R.O. Matigara in respect of her said landed property and therefore a new khatian had been issued in her favour vide L.R. Khatian No. 1173, Bearing L.R. Plot Nos. 243, 195, 196 & 194, and thereafter she also converted her Land measuring 1.7758 Acre's classification to "Commercial Bastu" under L.R. Plot Nos. 195 (Area measuring 0.82 Acre), 196 (Area measuring 0.9058 Acre) & 194 (Area measuring 0.05 Acre) out of her total Land measuring 3.39 Acres vide Conversion Certificate Memo Nos. 4173/BLLRO-MTG/22, 4174/BLLRO-MTG/22, 4190/BLLRO-MTG/22. 4188/BLLRO-MTG/22, 4187/BLLRO-MTG/22, 4195/BLLRO-MTG/22, 4192/BLLRO-MTG/22, 4191/BLLRO-MTG/22, 4196/BLLRO-MTG/22. 4193/BLLRO-MTG/22, 4194/BLLRO-MTG/22, 4198/BLLRO-MTG/22. 4199/BLLRO-MTG/22, 4197/BLLRO-MTG/22. 4164/BLLRO-MTG/22. 4163/BLLRO-MTG/22, 4171/BLLRO-MTG/22, 4200/BLLRO-MTG/22, Dated 08.06.2022 & 09.06.2022 respectively, since then in her khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

### A N D

WHEREAS the owner of the land have decided to develop her converted area of Land measuring 1.7058 Acre under L.R. Plot Nos. 195 (Area measuring 0.75 Acre), 196 (Area measuring 0.9058 Acre) & 194 (Area measuring 0.05 Acre) out of her total landed property, by making a Residential cum Commercial Building complex divided into six different G+5 Storied Buildings/Blocks as per the plan vide Order No. 345/MPS & Registration No. 1219 approved/sanctioned by the Matigara Panchayet Samity, Dated 13.04.2023 on the said "A" scheduled land.

AND WHEREAS now in order to continue the development work of the Land measuring 1.7058 Acre by way of Residential cum Commercial Building complex therein, the Second Party took a decision to that effect, but even after taking such decision for constructing the building/s, the Second Party have also realized about her paucity of fund, skill and expertise knowledge to construct the aforesaid Residential cum Commercial Building complex on the land. As such the Second Party was in search of a Developer for the development of the "A" Schedule land, according to a plan/s, approved by the appropriate sanctioning authority.



AND WHEREAS the First Party, who are running their business of land development and construction within the Matigara and its vicinity, after knowing the aforesaid intention of the Second Party/Land owner, had approached her to deliver the actual and physical possession of the said Land measuring 1.7058 Acre, more fully described in the schedule "A" herein below unto their favour to develop the same as per sanction plan/s, approved by the competent authority and also at the cost, to be borne by them on the land with its expertise knowledge, skill and performance and to that extent both the parties to overcome all sorts of future complications and misunderstanding have seceded to reduced into writing all their mutually agreed terms and condition upon which they have arrived at in a written format.

WHEREAS the Second Party further declares that the below scheduled land are not acquisitioned/requisitioned either by the Central Government or State Government and no part of the same is under alignment or have been vested in the Government and title of the property is remaining free from all encumbrances and the Landlord/Second Party have good marketable and indefeasible title to the same.

**AND WHEREAS** to avoid all ambiguity regarding the measuring of certain words and phrases used in the presents, are define as follows:-

- i. "Building/s" shall mean the R.C.C./ Brick Built, having six different buildings/blocks to be constructed on the below "A" schedule plot of land, owned by the Second Party/Land Owner, according to the drawing, plans/specifications to be sanctioned by the appropriate authority and/or any other authority and constructed in conformity therewith.
- ii. "Architect/Engineer" shall mean person of firm appointed or nominated by the land-developer as Architect/Engineer for the supervising of the construction of the Residential cum Commercial Building complex.
- "Building Plan/s" shall mean drawing plan/s and specification for the construction of the Residential cum Commercial Building complex, on the plot of land described in below "A" schedule land, sanctioned by the appropriate authority and/or renewal of the same, caused to be made by the appropriate authority.
- iv. "Common area and facilities" shall mean items mentioned in Section 3(D) of the West Bengal Apartment Ownership Act, 1972.
- v. "Common expenses" shall mean the proportionate share of all grounds rent. Property maintenance charges and dues and outgoing paid by the

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Page 4 of 13

Second Party/Land Owner and other purchasers/owners of the other constructed area of the buildings. All other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of their flats/commercial space/parking space etc., as may be determined jointly by the owners and the other purchasers of the buildings.

- vi. "Transferee/Purchaser" shall mean purchasers to whom any flats/commercial space/parking space etc. any be transferred or sold for consideration.
- vii. "The said plot of land" shall mean all that piece or parcel of land particularly mentioned in the Schedule "A" below.

### NOW THE AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES UNDER THE TERMS AND FOLLOWS:-

- That the Second Party/Land Owner will all responsibility and assertion hereby declares that the piece of land, described in the schedule "A" below is free from all liens, charges and encumbrances whatsoever and its title is saleable and marketable one.
- 2. That as per mutual settlement in between the parties herein below arrived at the Second Party/Land Owner shall allow the First Party/Developer to Residential cum Commercial Building complex, according to the sanction plan, on the below "A" schedule plot of land, now owned by the Second Party/Land Owner and for the purpose of construction, the Second Party shall hand over the actual, khas and physical possession of the below "A" schedule land to the first party immediately, and buildings shall be carried out at the cost, design and architectural performance of the first party only.
- 3. That before starting the construction of the below scheduled land, the Second Party/Land Owner shall also clear all pending Panchayet taxes, ground rent etc. in respect of the below "A" schedule property. After execution of this agreement and during the continuance of the construction of the proposed Residential cum Commercial Building complex, if the Government, Semi-government institution or any private individual initiate/file any suit in respect of any dispute or matter concerning the below "A" schedule land and/or for any acts of god, the construction is being delayed, in that event the period of such delay shall be excluded for completion of such constructions.

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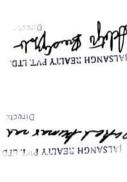
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### (OWNER/SECOND PARTY ALLOCATION AND DEVELOPERS/FIRST PARTY ALLOCATION)

advertisement cost, TDS charge or any direct or indirect tax imposed or to be share shall be restricted to the flats, parking spaces and commercials spaces after deducting marketing cost, brokerage charge (if any), 14.1 OWNER'S ALLOCATION: shall mean 40% of entire sale proceeds from the Residential cum Commercial Building complex which will be constructed upon the Land measuring 1.7058 Acre fully described in Schedule "A" below. imposed by the Central/State Government. That the said

However if the Land owner wants to retain/keep any property in the said building complex she may do so at the market value of the property with additional charges whatsoever.

- from the Residential cum Commercial Building complex which will be constructed upon the Land measuring 1.7058 Acre fully described in Schedule 14.2 DEVELOPER'S ALLOCATION: shall mean 60% of entire sale proceeds "A" below.
- N.B. It is hereby pertinent to mention that the GST cost, Income Tax expenses will be deducted accordingly from the both parties hereof.

## (POWER OF ATTORNEY)

- Power of Attorney in favour of First Party/Developer/or its nominee or 15.1 The Second Party/Land Owner shall sign, execute a register Development nominees for:
- a) compliance of the obligations on the part of the developer to be observed, fulfilled and performed hereunder,
- (including those relating to entering into agreement to sale, construction b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to granted to the developer hereunder works etc.).
- the developer and for which the developer may need authority of the Land Owner and various applications and other documents may be It is further understood that to facilitate the construction of the Residential cum Commercial Building complex by the developer various matters and things not herein specified may be required to be borne by 15.2

required to be signed or made by the Land Owner from time to time relating to which specific provisions may not have been mentioned herein and the Land Owner agrees to do at the cost and expenses of the developer all such acts, matters and things and execute such applications, DIFECTOF papers and/or authorizations as may be required by the developer.

expressly agreed that the owner shall not be absolved for any of her By the said Development Power of Attorney, the Second Party shall also and to sell, as aforesaid Allocations of the both parties, units covering on the schedule "A" herein below of the propose building/s from those intending purchaser(s) by acknowledgement thereof. By virtue of the powers and authorities granted by the Land owner in pursuance hereof from time to time, the Developer shall not do any such acts, matters and things whereby the rights of the owners hereunder or otherwise are obligations hereunder notwithstanding the power of authority being empower the First Party to negotiate with the intending purchaser to sell granted by it to the developer or its nominee or nominees in that regard. affected and/or which go against the spirit of this agreement,

subsistence of this agreement not prejudicial to the original contains of 15.4 The Land Owner agrees not to revoke the power of attorney granted by during the the Land Owner for the purpose and as herein contained the agreement.

## ARTICLE I - COMMON FACILITIES

from the date of handing over vacant possession by the owner to the as would be levied by the Government or any statutory authority in respect of the said complex and The Developer shall pay and bear Gram - Panchayat taxes, insurance thereafter the developer and / or its nominee(s) transferees shall bear such taxes, fees, etc. premium and other statutory outgoing Developer and

indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in costs, charges and expenses and proceedings whatsoever directly or Taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the developer and both the parties shall keep each other indemnified against all claims, actions, demands, 16.2 The Owner and the Developer shall punctually and regularly pay for their

# **ARTICLE II - COMMON RESTRICTIONS**







- 17.1 The owner / developer shall not use or permit to use the any area in within the complex or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupier's of the complex.
- 17.2 The parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and shall attend to, answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.

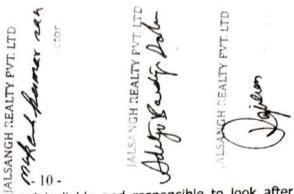
### **ARTICLE III - OWNER'S OBLIBATIONS**

- 18.1 The owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building/s at the said premises by the Developer.
- 18.2 The owner hereby agree and covenants with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sell, accept advance or part payment, execute Deed of Sale/conveyance in the complex.
- 18.3 The owner hereby agree and covenants with the developer not to let out, mortgage, and / or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.

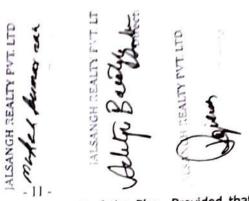
### **ARTICLE IV - DEVELOPER'S OBLIGATIONS**

- 19.1 The developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-laws of appropriate authority in conformity with the sanctioned plan as aforesaid.
- 19.2That cost of preparation and execution of all documentation / agreement(s), plan(s) in connection with construction of the independent Residential cum Commercial Building complex along with legal and registration cost shall be borne by the developer.
- 19.3 That the developer shall construct the Residential cum Commercial Building complex in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.

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- 19.4 That the developer shall be solely liable and responsible to look after, supervise, manage and -administer the progress and day to day work of construction of the proposed Residential cum Commercial Building complex.
- 19.5 That the developer shall solely be liable and responsible to settle all issues, disputes related to construction of Residential cum Commercial Building complex at its own cost. All the construction hazards including the workmen issues shall be settled by the Developer party at its own cost & expenses and in compliance with/ adherence to the extent law in regard to such matters.
- 19.6 The Developer shall obtain all statutory and mandatory licenses, registrations, sanctions, permissions, consent- etc. from the appropriate authority as applicable from time to time.
- 19.7 The Developer shall get itself registered under The Real Estate (Regulation and Development) Act, 2016 and/ or The West Bengal Housing Industry Regulation Act, 2017, as the case may be as and when the provisions of the said become applicable to the Developer.
- 19.8 That the Developer shall be entitle to realize and receive all advances, sale consideration, etc. in any form from any intending purchasers and enter into Agreement/s of Sale in respect of their entire salable spaces of the said building complex being six different G+5 Storied Buildings/Blocks to be constructed on Schedule "A" land.
- 19.9 That the Developer shall upon completion and selling/disposal of various units in the said building complex to different intended persons shall handover land owner's share to the land owner mentioned herein after deducting marketing cost, brokerage charge (if any), advertisement cost, TDS charge or any direct or indirect tax imposed or to be imposed by the Central/State Government.
- 19.10 The Developer shall abide by and comply with all Labour Laws in relation to employment and manpower, directly or indirectly, for construction of the building; all laws including bye-laws, rules & regulations, whether statutory, mandatory or local regarding construction of Residential cum Commercial Building complex on the owner's land and owner shall have no liability or responsibility whatsoever in this regard.
- 19.11The Developer shall complete in all respects the construction of the Residential cum Commercial Building complex within the period of 7



(Seven) Years from the date of approval of the Plan. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts or pandemic and consequential lock downs etc. the said time period for completion of construction shall be extended. The essence is of completion of the project properly.

### ARTICLE V - OWNER'S INDEMNITY

- 20.1 The owner hereby undertakes, assures and indemnify the developer that the owners shall not disturb or cause unnecessary interferences and shall render all its cooperation and assistances as and when required by the developer.
- 20.2 The owners hereby undertakes to keep the developer indemnified against all third party 'claims and' actions against the land mentioned in Schedule A.
- 20.3 The owner shall take responsibility and shall sort out any kind of land disputes in respects of title and position arises in future with her own cost. The developer has nothing to do in these presents.

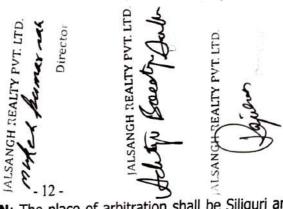
### ARTICLE VI - DEVELOPER'S INDEMNITY

21.1 The developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in connection with the construction of the said Residential cum Commercial Building complex on the below Scheduled land.

### **ARBITRATION**

- 22.1 **DISPUTES TO BE SETTLED BY ARBITRATION**: any dispute, controversy or claims between the First Party/Developer and the Second Party/Land Owner arising out of relating to this Agreement of the breach, termination or invalidity thereof, including claims for damages losses and etc. shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to date.
- 22.2 COMPOSITION OF THE TRIBUNAL: The arbitral tribunal shall be composed of three arbitrators, one to be appointed by the Developer, one to be appointed by the Owner and a third arbitrator to be appointed by the above named 2(two) arbitrators.

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- 22.3 **PLACE OF ARBITRATION**: The place of arbitration shall be Siliguri and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Siliguri.
- 22.4 LANGUAGE AND APPLICABLE LAW: The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- 22.5 **AWARD FINAL AND BINDING**: The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall be entitled (but not obliged) to enforce the award. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- 22.6 SUMMERY PROCEEDINGS AND INTERIM AWARDS: The arbitrator shall have the right to proceeds summarily and to make interim awards.

### NAME OF THE BUILDING COMPLEX

23. That the said building complex/Project to be constructed on the below schedule "A" land shall be named as "ROHINI RESIDENCY".

### <u>S C H E D U L E "A</u>" (<u>DESCRIPTION OF THE LAND</u>)

ALL THAT PIECE OR PARCEL of Vacant Land measuring 1.7058 Acres, recorded in L.R. Khatian No. 1173, appertaining to part of R.S. Plot Nos. 121, 122 & 149, corresponding to L.R. Plot Nos. 195 (Area measuring 0.75 Acre), 196 (Area measuring 0.9058 Acre) & 194 (Area measuring 0.05 Acre), Situated within Mouza Khopalasi, J.L. No. 21, Touzi No. 8, Pargana Patharghata, Under Patharghata Gram Panchayet Area, Registry office at Additional District Sub-Registrar Bagdogra, Within the jurisdiction of P.S. Matigara, District Darjeeling, in the state of West Bengal.

The said total land is butted and bounded as follows: -

North: 33 Ft. Wide Metal Road;

South: Sold Land of the present land owner; East: Sold Land of Ravindra Kumar Sahu;

West : Land of Kamala Devi.

IN WITNESS WHEREOF, the parties of this agreement enter into this agreement in terms of the provision, contained in Article 5 of Schedule 1A of the Indian Stamp Act, 1899 as amended by Art. 5 (f) of the W.B. Finance Act 2012 (w.e.f. 01.04.2012) and the do hereby set and subscribe their hands on the day, month and year as mentioned above.

### WITNESSES:-

1. Aditya kuman Sah

S/o Mukish kuman Sah Malsangh REALTY PVT. LTD.

Of khapvail Bassan P.O New chumba P/s Martigara Dist - Davigeting

Achty Bouty John

JALSANGH REALTY PVT. LTD

Signature of the First Party/Developer.

2. Bodhisatya Dey Slo-Biplab kumar Dey kamaprita, Ambani Falakata P.O.-Kamornita, P.S. N.J.P.

Anji Sahu

Signature of the Second Party/Land Owner.

Drafted as per the instruction of the Executants, readover and explained to the parties by the and printed in my chamber:

(CHINMAY SARKAR)

Advocate, Siliguri Enrolment No. WB/523/2003.

### (DEVELOPER SHEET)

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MULBANGH JEWNEYTLER

Director

JALSANGH REALTY PVT. LTD. (SIGNATURE)

Director

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JALSANGH REALTY PVT. LTD.

John Bruty Duly

Director

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JALSANGH REALTY PVT. LTD. Director

### (EXECUTANT SHEET)

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No.	RIGHT HAND					

Anju Sahu SIGNATURE

### **IDENTIFIER PHOTO SHEET**

**РНОТО** 



### LEFT THUMB IMPRESSION



Adolya kuman Sah Signature of Identifier



### 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 04032001737109/2023

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

SI	Name of the Executant		(s) admitting the Executive Photo	Finger Print	Signature with date
1 1	Smt ANJU SAHU Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:-	Land Lord			hy by
SI	734009	Category	Photo	Finger Print	Signature with
<b>No.</b> 2	Shri MUKESH KUMAR SAH Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734009	[JALSAN			MCRE LHUMS
SI	Name of the Executant	Category	Photo	Finger Print	signature with
	SAHU Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:-	Represent ative of Developer [JALSAN GH REALTY PRIVATE LIMITED]	The second secon		JALS WOH REALTY PV

I. Signature of the Person(s) admitting the Execution of D

SI	Name of the Execut:	ant Coto	admitting the Exe	cution at Pri	vate Reside	ence.
No.		Category	Photo		er Print	Signature with
4	Shri RAJU SHAH Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matiga District:-Darjeeling, W Bengal, India, PIN:- 734010	Developer	ative of Developer [JALSAN GH REALTY PRIVATE		Sign Frint Sig	
SI No.	Name and Address of identifier	Identifi	ier of	Photo F	inger Print	Signature with date
1	Son of Shri Mukesh	Smt ANJU SAHU, KUMAR SAH, Shr BAISHYA SAHU, S SHAH	i ADİTYA			Addy Kuman Sah

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

Darjeeling, West Bengal

### Major Information of the Deed

Deed No :	I-0403-05647/2023	Date of Registration	10/07/2023		
Query No / Year 0403-2001737109/2023					
Query Date		Office where deed is re			
	07/07/2023 3:27:25 PM	A.D.S.R. BAGDOGRA,	District: Darjeeling		
Applicant Name, Address & Other Details	Chinmay Sarkar Siliguri,Thana : Siliguri, District : I 9563162008, Status :Advocate	Darjeeling, WEST BENGAL, P	IN - 734001, Mobile No. :		
Transaction		Additional Transaction			
[0110] Sale, Development /	Agreement or Construction				
Set Forth value		Market Value			
		Rs. 6,11,18,950/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,000/- (Article:48(g))		Rs. 7/- (Article:E)			
Remarks					

### Land Details:

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Khopalasi, Jl No: 21, Pin Code: 734009

Sch		Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
No L1	Number LR-195 (RS :-)		Bastu	Bastu	0.75 Acre		2,68,72,560/-	Width of Approach Road: 33 Ft., Adjacent to Metal Road, ,Last Reference Deed No :0403-I -03778- 2006
L2	LR-196 (RS :-)	LR-1173	Bastu	Bastu	0.9058 Acre		3,24,54,886/-	Width of Approach Road: 33 Ft., Adjacent to Metal Road, ,Last Reference Deed No:0403-I -03778- 2006
L3	LR-194 (RS :-)	LR-1173	Bastu	Bastu	0.05 Acre		17,91,504/-	Width of Approach Road: 33 Ft., Adjacent to Metal Road, ,Last Reference Deed No:0403-I -03778- 2006
		TOTAL :			170.58Dec	0 /-	611,18,950 /-	
	Grand	Total:			170.58Dec	0 /-	611,18,950 /-	

	d Lord Details :
51	Name, Address, Photo, Finger print and Signature
1	Smt ANJU SAHU Wife of Late Mohan Sahu Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734009 Sex: Female, By Caste: Hindu, Occupation: Private Service, Citizen of: India, PAN No.:: ARxxxxxx6C, Aadhaar No: 92xxxxxxxx0278, Status:Individual, Executed by: Self, Date of Execution: 07/07/2023  , Admitted by: Self, Date of Admission: 07/07/2023, Place: Pvt. Residence  Residence  Admitted by: Self, Date of Admission: 07/07/2023, Place: Pvt. Residence

### **Developer Details:**

Dev	eloper Details :
SI No	Name, Address, Photo, Finger print and Signature
	JALSANGH REALTY PRIVATE LIMITED  Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, D.I. Fund Road, P.S. Fund Road, P

### Representative Details:

Rep	resentative Details:
SI	Name,Address,Photo,Finger print and Signature
1	Shri MUKESH KUMAR SAH Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:-Matigara, Son of Late Ram Narayan Sah Khopalasi, City:- Not Specified, P.O:- New Chamta, P.S:- New Chamta, P
2	Shri ADITYA BAISHYA SAHU (Presentant ) Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, P.S:-Matigara, Son of Late Mohan Sahu Uttorayan, Matigara, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, P.S:-Matigara
1,070	Shri RAJU SHAH Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara Bazar, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara, P.S:-Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara, P.S:-Matigara, P.S:-Matigara, P.S:-Matigara, P.S:-Matigara, District:- Son of Shri Ashok Shah Matigara, P.S:-Matigara,

### Identifier Details :

Identifier Details :	Photo	Finger Print	Signature
Name	Piloto	1119-111	
Shri ADITYA KUMAR SAH Son of Shri Mukesh Kumar Sah Khopalasi, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:- Darjeeling, West Bengal, India, PIN:- 734009			A RAISHYA SAHU, Shri RAJU SHAH

Identifier Of Smt ANJU SAHU, Shri MUKESH KUMAR SAH, Shri ADITYA BAISHYA SAHU, Shri RAJU SHAH

	sfer of property for L1	
SI.NO	From Smt ANJU SAHU fer of property for L2	To. with area (Name-Area)  JALSANGH REALTY PRIVATE LIMITED-75 Dec
SI.NO	From Smt ANJU SAHU	To. with area (Name-Area)
Trans	fer of property for L3	JALSANGH REALTY PRIVATE LIMITED-90.58 Dec
SI.No	From	
1 Smt ANJU SAHU		To. with area (Name-Area)  JALSANGH REALTY PRIVATE LIMITED-5 Dec

### Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Khopalasi, Jl No: 21, Pin Code: 734009

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 195, LR Khatian No:- 1173	Owner:অঞু সাহ, Gurdian:শৈলেন্দ্র কুমার সাহ, Address:নিজ , Classification:বাগান, Area:1.42000000 Acre,	Seller is not the recorded Owner as per Applicant.
L2	LR Plot No:- 196, LR Khatian No:- 1173		Seller is not the recorded Owner as per Applicant.
L3 LR Plot No:- 194, LR Khatian No:- 1173		Owner:অঙ্কু সাহ, Gurdian:শৈলেন্দ্র কুমার সাহ, Address:নিজ , Classification:বাগান, Area:0.05000000 Acre,	Seller is not the recorded Owner as per Applicant.

### Endorsement For Deed Number: I - 040305647 / 2023

On 07-07-2023

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

Presented for registration at 13:23 hrs on 07-07-2023, at the Private residence by Shri ADITYA BAISHYA SAHU ...

### 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 6,11,18,950/-

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

Execution is admitted on 07/07/2023 by Smt ANJU SAHU, Wife of Late Mohan Sahu, Khopalasi, P.O: New Chamta, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734009, by caste Hindu, by Profession Private Service Indetified by Shri ADITYA KUMAR SAH, , , Son of Shri Mukesh Kumar Sah, Khopalasi, P.O. Matigara, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734009, by caste Hindu, by profession Business

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

Execution is admitted on 07-07-2023 by Shri MUKESH KUMAR SAH, director, JALSANGH REALTY PRIVATE LIMITED (Private Limited Company), Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010

Indetified by Shri ADITYA KUMAR SAH, , , Son of Shri Mukesh Kumar Sah, Khopalasi, P.O: Matigara, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734009, by caste Hindu, by profession Business

Execution is admitted on 07-07-2023 by Shri ADITYA BAISHYA SAHU, director, JALSANGH REALTY PRIVATE LIMITED (Private Limited Company), Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010

Indetified by Shri ADITYA KUMAR SAH, , , Son of Shri Mukesh Kumar Sah, Khopalasi, P.O: Matigara, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734009, by caste Hindu, by profession Business

Execution is admitted on 07-07-2023 by Shri RAJU SHAH, director, JALSANGH REALTY PRIVATE LIMITED (Private Limited Company), Matigara Bazar, D.I. Fund Road, City:- Not Specified, P.O:- Matigara, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010

Indetified by Shri ADITYA KUMAR SAH, , , Son of Shri Mukesh Kumar Sah, Khopalasi, P.O: Matigara, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734009, 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 10-07-2023

### 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 7.00/- ( E = Rs 7.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2023 4:07PM with Govt. Ref. No: 192023240122316411 on 07-07-2023, Amount Rs: 7/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2002153323 on 07-07-2023, Head of Account 0030-03-104-001-16

ayment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Stamp Rs 5,000 00/-, by online = Rs 70,000/pescription of Stamp

Stamp: Type: Court Fees, Amount: Rs.10.00/-

2 Stamp: Type: Impressed, Serial no 407, Amount: Rs.5,000.00/-, Date of Purchase: 05/07/2023, Vendor name: S S

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/07/2023 4:07PM with Govt. Ref. No: 192023240122316411 on 07-07-2023, Amount Rs: 70,000/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2002153323 on 07-07-2023, Head of Account 0030-02-103-003-02

h.\_\_

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

Registered in Book - I
Volume number 0403-2023, Page from 109486 to 109510 being No 040305647 for the year 2023.



Digitally signed by YOGEN TSHERING BHUTIA

Date: 2023.07.10 17:34:38 +05:30 Reason: Digital Signing of Deed.

lu.

(Yogen Tshering Bhutia) 2023/07/10 05:34:38 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA West Bengal.

(This document is digitally signed.)