

65.2	1733	DATED 17/4/23
SOLD TO	MSN	BUILDERS
:F	Sil	
STIPPES .	(900)	

(S. ( Serasi) STAMP VENDOR. A D.S.R. Office, Siliann



Addl. Dist. Sub-Registrar Siligur-I, Dr. Darjeching

Kalloth Eunalladen



# THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE

23xd DAY OF JUNE , 2023 AT SILIGURI.

### BETWEEN

SRI KAILASH KUMAR KANDOI, [(PAN :- AEUPK9102P) & (AADHAAR :9696 4487 1297)], Son of Late Om Prakash Kandoi, Hindu by Religion, Business by Occupation, Indian by Nationality, residing at Agrasen Road, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin - 734005, District Darjeeling, in the State of West Bengal - hereinafter called as the "FIRST PARTY / OWNER" (Which expression shall mean and include unless exclude by or repugnant to the context his heirs, executors, successors, administrators, legal representatives and assignees) of the "FIRST PART".

#### AND

MSN BUILDERS, a Partnership Firm, (PAN: AAZFM5463G), Registered unde the Indian Partnertship Act, 1932 having its principal place of business at Platinum Square, S.F. Road, Siliguri, P.O. & P.S. -Siliguri, in the District-Darjeeling, represented by one of its Authorized partner, SRI MRINAL AGARWAL (Aadhar No: 7138 5840 4131 & Pan No: AKSPA1033F) son of Sri Naresh Kumar Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Cigaratte Company Compound, S.F. Road, P.O. Siliguri Bazar, P.S. Siliguri, District Darjeeling, in the State of West Bengal hereinafter called the "SECOND PARTY / DEVELOPER" (which expression shall mean and include unless exclude by or repugnant to the context be deemed to be its partners, heirs, executors, administrators, legal representatives and assigns) of the "SECOND PART".



Addl. Dist. Sub-Registrar Siliguri-1, Dt. Darjecking

Wallest Una Vandon



AND WHEREAS as per RS Khatian No. 1427/1 in part of RS Plot No. 2946 situated within Mouza - Siliguri, J.L. No.110, Touzi No. 3(JA), Pargana-Baikunthapur, P.S. Siliguri, in the District of Darjeeling, one Rohitash Prasad Agarwala son of Mamchand Agarwala became the RS record owner of land measuring 0.27 Acres and having permanent, heritable, transferable right, title and interest therein.

AND WHEREAS thereafter the aforesaid Rohitash Prasad Agarwala son of Late Mamchand Agarwala had transferred a piece or parcel of land measuring 1 Bigha situated within Pargana-Baikunthapur, P.S. Siliguri, in the District of Darjeeling, being Document No 117 for the year 1964, recorded in Book No I, Volume No 13, Pages from 284 to 288 and registered at the office of the Sub-registrar, Calcutta, unto and in favor of M/S Mamchand Loknath represented by its proprietor Sn Jagdish Prasad Agarwal but after physical measurement only 0.27 Acres of land area was found.

and whereas thereafter the aforesaid M/S Mamchand Loknath represented by its proprietor Sri Jagdish Prasad Agarwal had transferred a piece or parcel of land measuring 15 Kathas & 11 Chhataks recorded in RS Khatian No. 1427/1 in part of RS Plot No. 2946 situated within Mouza - Siliguri, J.L. No.110, Touzi No. 3(JA), Pargana- Baikunthapur, P.S. Siliguri, in the District of Darjeeling, by virtue of Deed of Conveyance, being Document No 563 for the year 1978, recorded in Book No I, Volume No 45, Pages from 286 to 292 and registered before the office of The Registrar of Assurance,



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeling

Kadoh tura Kordon



Calcutta, unto and in favor of Om Prakash Kandoi, son of Late Daluram Kandoi and having permanent, heritable, transferable right, title and interest therein.

AND WHEREAS the above named Omprakash Kandoi died leaving behind a WILL on 19/11/2007 and that WILL aforesaid property goes to her wife Smt Bimla Devi Kandoi for her life and then to his eldest son Sri Kailash Kumar Kandoi absolutely.

AND WHEREAS the above named Bimla Devi Kandoi had died on 12/11/2008.

AND WHEREAS thereafter LD. Additional District Judge, 1st Court at Siliguri was pleased to grant Probate of the said WILL on 20th of November, 2013 in MISC. JUDICIAL (L.A.) CASE No. 76 OF 2009 & O.C. SUIT NO. 7 of 2010 in favour of Sri Kailash Kumar Kandoi.

AND WHEREAS thereafter the above named Sri Kailash Kumar Kandoi has mutate his aforesaid land Vide Mutation Case No. 2074/IX-II/13-14, dated 22/04/2014 from appropriate authority as per West Bengal Land Reform Act, 1955 and Land measuring 0.27 Acres was recorded in the name of Sri Kailash Kumar Kandoi recorded in RS Khatian No. 1427/1 in part of RS Plot No. 2946 situated within Mouza - Siliguri, J.L. No.110, Pargana-Baikunthapur, I'.S. Siliguri, in the District of Darjeeling.

AND WHEREAS the above name Sri Kailash Kumar Kandoi also recorded the aforesaid Bastu/Commercial Bastu Land in his name in the Record of Rights at the office of the Land & Land Reform Office,



Addl. Dist. Sub-Registrar Siliguri-1, Dt. Darjeelins

Houles terna trader.



Siliguri, District-Darjeeling and shall ever since one LR Khatian, being Khatian No. 9775 was framed in the name of Sri Kailash Kumar Kandoi as per provisions of West Bengal Land Reform Act, 1955.

**AND WHEREAS** the aforesaid Sri Kailash Kumar Kandoi had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land, being Holding No. 81/272/258/232, under jurisdiction of Ward No. IX of Siliguri Municipal Corporation.

**AND WHEREAS** the above name Sri Kailash Kumar Kandoi to get maximum gain and profits out of the said property decided to exploit the landed property commercially by constructing commercial building, became interested for a Entity/Developer to develop its scheduled landed property.

**AND WHEREAS** the Second Party being in the business of Promoter of multistoried Commercial buildings and one of the reputed business organization was in search of suitable land to develop and built Commercial building.

AND WHEREAS the First Party became agreeable with the proposal of the Second Party hereof agreed to permit the Second Party to develop the aforesaid landed property as more fully described herein below for the consideration and on the terms and conditions hereinafter appearing –

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



Addl. Dist. Sub-Registrar Siliguri-I, Dr. Darjeeling





### ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned:-

# 1.1 The Owner shall mean the said -

SRI KAILASH KUMAR KANDOI Son of Late Om Prakash Kandoi, residing at Agrasen Road, Khalpara, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin -734005, District Darjeeling, in the State of West Bengal.

- 1.2 The Developer shall mean the said "MSN BUILDERS", a Partnership Firm and their partners, successor/successors in office, executors and administrators and assigns at all material times.
- 1.3 Building(s) shall mean the building to be constructed on the Scheduled Land as per the plan or plans sanctioned by the concerned authorities.
- 1.4 Unit shall mean the constructed area and/or spaces in the Commercial Complex intended to be built and/or constructed, capable of being occupied and enjoyed separately as a distinct entity at the Commercial Complex or buildings to be constructed on the schedule land.
- 1.5 Super built-up area shall mean the total constructed area which will include common pathway, staircases, passageways, water tanks, reservoirs, statutory vacant space together with the width of the walls and such other



Addl. Dist. Sub-Registrar Biliguri-I. Dt. Darjeeling

Kadelh tuna teador



areas used for accommodating common services to the building to be constructed on the Scheduled Land.

- 1.6 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building/s to be constructed on the schedule land.
- 1.7 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building or buildings as sanctioned by the Siliguri Municipal Corporation /Local body or Development Authority including modification or variation thereof which may be made from time to time.
- 1.8 Saleable Area shall mean the space or spaces in the new Commercial complex available for independent use and occupation after making due provisions of common facilities and the space required therefore.
- 1.9 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers.
- 1.10 Transferee shall mean a person, persons, Firm, Company, Association of persons to whom any space and/or unit in the Commercial complex to be constructed at the schedule premises has been transferred.
- 1.11 Words importing singular shall include plural and vice versa and shall include all the other genders, i.e. masculine, feminine and neutral genders.



Kallyh Keman Kardei.



#### ARTICLE II - COMMENCEMENT

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

## ARTICLE III - OWNER' RIGHTS & REPRESENTATIONS

- 3.1 The First Party are absolutely seized and possessed or otherwise well and sufficiently entitled to all that piece and parcel of Scheduled 'A' Land respectively.
- 3.2 Excepting the present land owner and in HIS absence (God forbid) his legal heirs, no other person or persons have any claim or interest and/or demand over and in respect of Scheduled 'A' Land.
- 3.3 The Land owned by the Owner is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.
- 3.4 There is no bar, legal or otherwise, for the Owner to obtain any certificates, sanctions, consents or permissions that may be required for transferring the proportionate undivided share or interest in the land owned by him to the respective purchasers of Shops/Offices/units in the new building/s to be constructed on the Schedule 'A' land.
- 3.5 There is no subsisting agreement for sale and/or development of the land owned by the owner with any other party or parties.

Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeching

3 JUN 2023





#### ARTICLE IV - DEVELOPER'S RIGHTS

- 4.1 The land owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the Schedule A Land in accordance with the plan or plans sanctioned by the Siliguri Municipal Corporation and or any Local Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owner or (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.
- 4.3 THAT on the execution of these presents, the Landowners have granted development rights to develop the project, along with unrestricted access and advertisement rights with respect to the Scheduled Land together with the benefit of the developmentapprovals to the Developer.
- 4.4 THAT the Developer possesses the right to advertise in the media and/or publish brochure, etc., for the sale of units / parking spaces / commercial units / utility spaces in the said Project and the cost shall be borne by the Developer.



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeliag





## ARTICLE V - CONSIDERATION

5.1 In consideration of the owner allowing the Developer to develop the said premises the Developer shall allocate owner's area as mentioned hereunder:

### 5.2 The Owner's Allocation :-

That the allocation of share of the First Party in the Total Constructed Area on the "Schedule A" Land is fully described in Schedule 'B' below.

# 5.3 The Developer's Allocation:

That the allocation of share of the Developer in the Total Constructed Area on the "Schedule A" Land is fully described in Schedule 'C' below.

# ARTICLE VI - SECURITY DEPOSIT

6.1 The Developer has paid an amount of Rs. 75,00,000/- (Rupees Seventy Five Lacs Only) as interest free refundable security deposit to the First Party(hereinafter referred to as 'Security Deposit'). The Security Deposit shall be refunded to the Developer by the First Party at the time of completion of the construction of the building.



Addl. Dist. Sub-Registrar Siliguri-1, Dt. Darjecting

Wallogh King Worder.



#### ARTICLE VII - PROCEDURE

7.1 The Landowner shall grant a Registered Power of Attorney in favour of the Developer above named for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building/s at the said land as fully mentioned in the Schedule "A" here-in-below and also for pursuing and following up the matter with Siliguri Municipal Corporation and/or any local body/Development Authority and other statutory authorities and also for execution and presentation of Sale Agreements, Sale Deed, Lease Deed etc before the Registering Authority in respect of the Developer's Allocation only i.e. as fully described in the Schedule "C" here-in-below.

#### ARTICLE VIII - BUILDING

- 8.1 The Developer shall at its own costs, construct erect and complete the Commercial complex on the Scheduled 'A' land as described in schedule hereto in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects/Engineers. The new building/s shall be a Commercial complex having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Siliguri Municipal Corporation and or Local Body/Development Authority.
- 8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto. The Developer shall not compromise with the quality of



Halloh tema teader



materials and in case of any objection in this regard from the part of the land owner, then the parties of this indenture shall solve the same amicably. However, the Developer shall be solely responsible for the poor quality of material and/or workmanship.

- 8.3 The Developer shall install and erect in the said new building/s with all required facilities, at its own costs, which includes water pumps, tube-well, water storage tanks, and other facilities etc as are required to be provided in a Commercial complex having self-contained units for sale of constructed areas therein on ownerhip basis and as mutually agreed to.
- 8.4 The Developer shall be authorised in the name of the Owner so far as is necessary, to apply for and obtain allocation of building/s materials allocable to the Owner for the construction for the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building/s and other inputs and facilities required for the construction and enjoyment of the Commercial complex for which purpose the Landowner shall execute in favour of the nominee of the Developer, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be horne and met by the Developer.



Vailor Luna Leader



#### ARTICLE IX - COMMON FACILITIES

9.1 The Developer shall pay and bear all Local/Development Authority charges, Municipal Taxes, and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing on and from the date of handing over of vacant possession of the land by the Landowner to the Developer, till the date of the Landowner receiving the Owner' Allocation as stated herein in the new building/s and thereafter the Developer, Landowner and/or it's nominee or transferees shall bear such taxes, fees, etc for their respective allocation in the project.

9.2 The Developer shall complete the Construction of the proposed building by May 2025 and thereafter give notice to the Landowner requiring the Landowner to take possession of the Landowner's Allocation in the building/s and after 15(Fifteen) days from the date of receive of such notice and at all times thereafter, the Landowner shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said Rates" with effect from the date of delivery of possession of the said Landowner's Allocation, payable only in respect of the said Landowner's Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Commercial complex if they are levied on the building/s as a whole.



Kallole Uma teader



- 9.3 As and from the date of service of notice of possession, the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate maintenance charges in respect of the new building/s which will be fixed and/or determined mutually from time to time for the common facilities in the new building/s payable in respect of the Landowner's Allocation. The said charges include proportionate share of water, fire safety charges and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building/s and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time.
- 9.4 Any transfer of any part of the Landowner's Allocation in the new building/s shall be subject to the other provisions hereof and the Landowner shall thereafter be responsible in respect of the space transferred to other persons, to pay the said Rates and service charges due for the common facilities till the date of transfer. It is made clear that the Landowner shall be responsible for payment of all municipal and property taxes and other outgoing and impositions in respect of the portions allocated to the Landowner to the authorities concerned only immediate after takeover the same from the developer.



2 3 JUN 2023





9.5 The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said Commercial complex at the said premises but the landowner shall have right to visit the construction site time to time and may pass their valuable suggestions to the developer in this regard.

#### ARTICLE X - COMMON RESTRICTIONS

- 10.1 The Landowner's Allocation in the new building constructed on the Schedule A land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the Commercial complex intended for the common benefits of all occupiers of the Commercial complex which shall include the following.
- 10.2 The Landowner/Developer shall not use or permit to use the Owner's Allocation/Developer's Allocation in the Commercial complex or any portion thereof of for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the Commercial complex.
- 10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.







- 10.4 Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless:
- a) Such party shall have observed and performed all terms and conditions on their respect/part to be observed and/or performed, and
- b) The proposed Transferees have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in his/her/their possession.
- 10.5 The developer shall abide by all laws, Bye-Laws ,Rules and Regulations of the Government , Local Bodies as the case may be and shall attend to answer and be responsible for any deviation ,violation and/or breach of any of the said Laws, Bye-laws, Rules and Regulation but after takeover of the constructed premises i.e. the Landowner allocation portion as fully mentioned in the schedule –B here-in-below, the Landowner shall be answerable to the said authorities for any deviation ,violation and/or breach of any of the said laws, Bye-laws, Rules and Regulations of the Government.
- 10.6 The respective Allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the Commercial complex in good working condition and repair and in particular so as not to cause any damage to the complex or any other space or accommodation therein and shall keep other occupiers of the complex indemnified from and against the consequences of any breach.







10.7 The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new building or buildings or any part thereof and shall keep each other and other occupiers of the said building/s harmless and indemnified from and against the consequences of any breach.

10.8 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in the corridors or other places for the common use in the complex and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building/s and in case any such hindrance is caused, the Developer or the land Owner, as the case may be, shall be entitled to remove the same at the risk and cost of the other.

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

#### ARTICLE XI - OWNER'S OBLIGATIONS

- 11.1 The Landowner hereby agree and covenant with the Developer and to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 11.2 The Landowner hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjecting





selling, and/or disposing of any part of the Developer's Allocation only in the new building.

- 11.3 The Landowner hereby agree and covenant 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.
- 11.4 The Landowner hereby agree that the Developer shall be at liberty to enter into Development. Agreement with the adjacent Landowner or purchase their land and expand the construction and the landowner shall have no objection in this regard and there will be no increase in the Owner Allocation/Consideration as mentioned in this Development Agreement and all the landowner, developer and intending purchasers shall have right to use and enjoy the common provisions and facilities of the constructed complex.

### ARTICLE XII - DEVELOPER'S OBLIGATIONS

- 12.1 The Developer hereby agrees and covenants with the Landowner to complete the construction of the new building/o at the ould premises in terms of the sanctioned plan/s within such time as be allowed by Siliguri Municipal Corporation /any other authority.
- 12.2 The Developer hereby agrees and covenants with the Landowner not to do any act deed or thing whereby the Landowner are prevented from



Addl. Dist. Sub-Registrar Billiguri-I, Dt. Darjeeling

Kallesh Uman Worder



enjoying, selling, assigning and/or disposing of any of the Landowner' Allocation in the Commercial/Residential complex at the said premises.

- 12.3 The Developer shall comply with all Laws, Rules/Regulations of construction of the proposed building and the Landowner will not be liable for any violation of any law, Rules/regulation by the Developer.
- 12.4 The Developer will start the construction of the project by June, 2023 and shall complete the construction of the building by May, 2025 subject to Force Majeure.
- 12.5 That the Developer shall be solely responsible for any liability civil or criminal arising out of any accident/incident that may happen in course of construction of the proposed building and the land owner will have no responsibility in this regard.
- 12.6 The Developer hereby agree and covenant with the Landowner not to let out, mortgage and/or charge the said premises or any portion thereof which has been allotted to the developer without the consent in writing of the Landowner during the period of construction.

### ARTICLE XIII - OWNER' INDEMNITY

13.1 The Landowner hereby undertake that the Developer shall be entitled to the Developer's allocation in said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeling

Haylor timo tendor.



#### ARTICLE XIV - DEVELOPER'S INDEMNITY

- 14.1 The Developer hereby undertakes to keep the Landowner indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building/s at the said premises.
- 14.2 The Developer hereby undertakes to keep the Landowner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.
- 14.3 The Developer hereby undertake that the Landowner shall be entitled to the Landowner's allocation in said construction and shall enjoy their allocated space without any interference and/or disturbance provided the Landowner performs and fulfills all the terms and conditions herein contained and or their part to be observed and performed.

#### ARTICLE XV - TAXES

- 15.1 The parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, income tax, GST and/or any other taxes that may arise due to the development of the property shall be borne by the parties in proportion to their share in the said complex.
- 15.2 That the Goods and Services Tax (GST) to be imposed on the sale of the constructed area of the said project shall be paid by the intending



Addl. Dist. Sub-Registrar Siliguri I, Dt. Darjeeling





Purchaser/s of the constructed units to the Developer and the Developer shall further pay the same in favour of the Government.

15.3 That if the Landowner retains their allocated areas/ units then in that event, they shall be liable to pay the Goods and Services Tax (GST) applicable on the retained allocated areas/ units to Developer and the Developer shall further pay the same in favour of the Government, or in any other method as may be prescribed under law.

### ARTICLE XVI - NOTICES

- 16.1 THAT any notice required or permitted to be given hereunder shall be addressed to the address as given by a Party in this Agreement.
- 16.2 THAT any notice required or permitted to be given hereunder shall be in writing and shall be effectively served
  - (i) if delivered personally, upon receipt by the other Party;
  - (ii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender.
- 16.3 THAT any Party hereto may change any particulars of its address for notice, by notice to the others in the manner aforesaid.



Addi Dest. Sub-Registrar Siliguri-I, Dr. Darjeelins

Kalesh tuma learbeir.



### ARTICLE XVII - CONFIDENTIALITY

17.1 THAT this Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the either Party, except to the limited extent of Developer requiring to disclose existence of this agreement to any third-party for marketing and/or for the purposes of taking government approvals. The Landlords shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:

- (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;
- (b) is disclosed with the consent of the Party who supplied the information;
- (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;



2 3 JUN 2023





- (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary or desirable intimation to the Government of India; or
- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.

### ARTICLE XVIII - MISCELLANEOUS

- 18.1 The Landowner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.
- 18.2 It is understood that from time to time to facilitate the construction of the new building/s at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been made herein and the Landowner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Landowner shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Landowner also undertake to sign and execute all such additional applications and other documents as the case may be,







provided that all such acts, deeds, matters and things do not in any way infringe the right of the Landowner and/or go against the spirit of this Agreement.

- 18.3 The Developer shall at the time of it's choice frame Scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Landowner hereby agree to abide by all the Rules and Regulations of such Management/Society/Association/ Holding Organization and hereby give their consent to abide by the same.
- 18.4 As and from the date of completion of the new building, the Developer and/or its transferees and the Landowner and/or their transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 18.5 Waiver: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- 18.6 Severability: If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein

b



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeling

Hadlosh Kema-Kandar



18.7 Hindrance-free movement: The articles of display or otherwise shall not be kept by the either party in any place of common use in the building so as to cause hindrance in any manner in the free movement of users of places of common use in the building.

18.8 Death of Landlords: In case of death of the Landowner, the rights and obligations of the Landowner under this agreement would automatically deem transferred to their respective heirs in term of will, when such will be executed by the Landowner and in other case, in accordance with the Hindu Succession Act.

18.9 Supersession: Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

18.10 Transfer of Property Act: Nothing contained in this Agreement shall be deemed to be an agreement of sale under Section 53-A of the Transfer of Property Act. Further the Parties agree and acknowledges that nothing in this Agreement shall deemed to be a conveyance or sale or transfer of any right, title or interest of the Schedule Land from the Landowners to the Developer save and except as otherwise provided in this Agreement. The title in the Schedule Land shall continue to be with the Landowners and the same shall vest in the name of the Landowners, till such time the same is transferred in accordance with this Agreement.



Addl. Dist. Sub-Registrar Biliguri-I, Dt. Darjeelins





- 18.11 Government Approval: All the obligations of the Developer under this Agreement are subject to Applicable Laws and receipt of approvals from the Government Authorities, if so required under any Applicable Law.
- 18.12 Specific Performance: This Agreement shall be specifically enforceable in accordance with the terms hereof, at the instance of either of the Parties.
- 18.13 Costs: The Developer shall bear the costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of this Agreement. The stamp duty and any registration charges payable in connection with this Agreement shall be borne by the Developer herein.

## 18.14 Roof Rights:

75% of the roof rights shall belong to the Landowner & remaining 25% of the roof rights shall belong to the Developer. The landowner will have the liberty to select which side of the roof he wants to keep to fulfil his 75% share on the roof.

18.15 The name of the new building shall be "OPK DWARIKA SPACE".

### ARTICLE XIX - FORCE MAJURE

19.1 Meaning: Force Majeure shall mean and include an event preventing either party from performing any or all of its obligations under this agreement, which arises from or is attributable to unforeseen occurrences, act events, omissions or accidents which are beyond the reasonable control



Addl. Dist. Sub-Registrar Siliguri-1, Dt. Darjeeking

23 JUN 2023

MSN BUILDFRS

of the party so prevented and does not arise out of a breach by such party of any of its obligations under this agreement, including without limitation any abnormally inclement weather flood, lightening, storm, fire explosion, earthquake, subsidence structural damage, pandemic, epidemic or other natural physical disaster, failure or storage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either party) or any relevant Government or Court orders.

19.2 Saving Due to Force Majeure: If either party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure that party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Landowner nor the developer shall be held responsible for any consequences or liabilities under this Agreement if in performing the same by reason of force majeure. Neither party shall deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

Sub-Registral C. Sub-Re

Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeching

Maketh Muc Thorder.
MSN BUILDERS

# ARTICLE XX- JURISDICTION

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

# THE SCHEDULE 'A' ABOVE REFERRED TO DESCRIPTION OF THE LAND BELONGING TO LAND OWNER HEREOF

ALL that piece or parcel of vacant homestead land measuring 15 Kathas 11 Chhataks situated at Burdwan Road (Road Zone: Jhankarmore to Jalpaimore), within R.S. Mouza-Siliguri corresponding to L.R. Mouza-Siliguri Madhya Paschim, R.S. Plot No. 2946 corresponding to L.R. Plot No. 6657, recorded in R.S. Khatian No. 1427/1 corresponding to L.R. Khatian No. 9775, R.S. J.L. No.-110 corresponding to L.R. J.L. No-90, P.S. Siliguri, District: Darjeeling within the limits of Ward No. 9 of Siliguri Municipal Corporation Area. Classification of land as per ROR is Danga and Proposed use of land is Bastu.

# The said entire land is bounded and butted as follows:-

North: Land and House of Bhagwati Devi Agarwala;

South: 25 feet wide Agrasen Road;

East: Passage of Smt Bhagwati Devi Agarwala & Others

West: 60 feet wide Burdwan Road



Addi. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeling

Walloth terma tender



# Schedule 'B' (The land Owner's Allocation)

That the allocation of share of the First Party in the Total Constructed Area on the "Schedule A" Land is fully described below.

Floor	Unit No	Super Built Up Area
Lower Ground	LGB	1371 SQFT
Upper Ground	UGB	2260 SQFT
1st Floor	1B	2448 SQFT
2nd Floor	2B	2448 SQFT
3rd Floor	3B	2448 SQFT
4th Floor	4B	2448 SQFT

# Schedule 'C' The Developer's Allocation:

That the allocation of share of the Developer in the Total Constructed Area on the "Schedule A" Land is fully described below.

Floor	Unit No	Super Built Up Area
Lower Ground	LGA	1466 SQFT
Upper Ground	UGA	2218 SQFT
Ist kloot	1A	2163 SQFT
2nd Floor	2A	2163 SQFT
3rd Floor	3A	2163 SQFT
4th Floor	4A	2163 SQFT



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeling

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

### WITNESSES:

1. Bhunck Kerman! S/O Pha Kesh Kerman! 8, Mangturam Compound Siligur: - 734095

2. Sudhi ch gal 310 Ishan ch Good Sautocki Nagan Siliguri Kailor kunan kandar

FIRST PARTY/LANDOWNER

MSN BUILDERS

SECOND PARTY/DEVELOPER

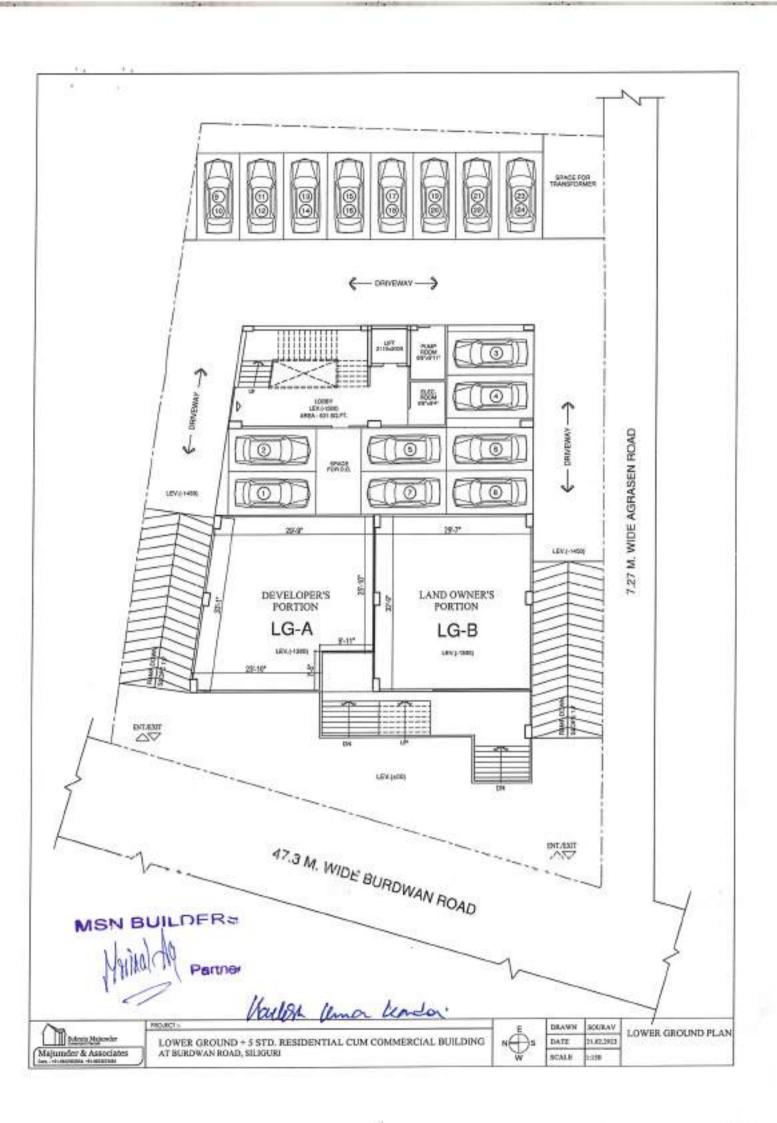
Drafted as per the instruction of the parties, read over and explained by me and typed in my Office.

Demounday Der Tiwary.

DEWANSHU DEV TIWARY ADVOCATE, SILIGURI ENROL. NO. F-279/229 OF 2014



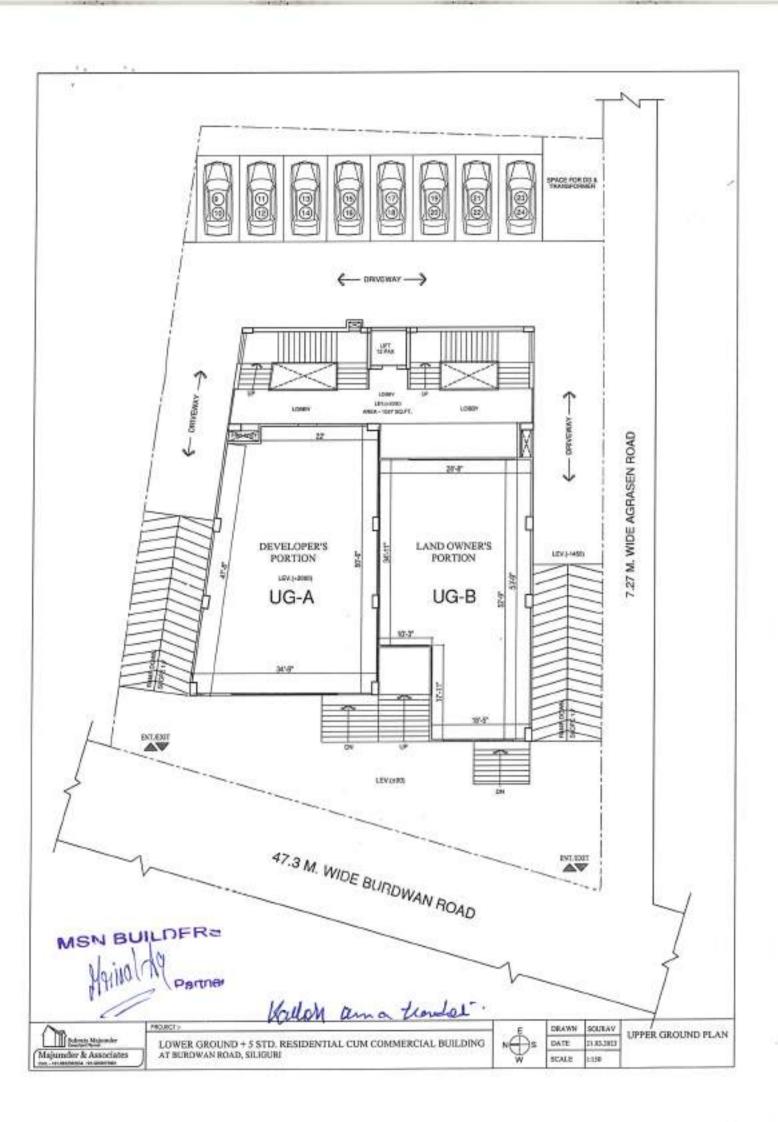
Addl. Dist. Sub-Registrar Biliguri-I, Dt. Darjeeling





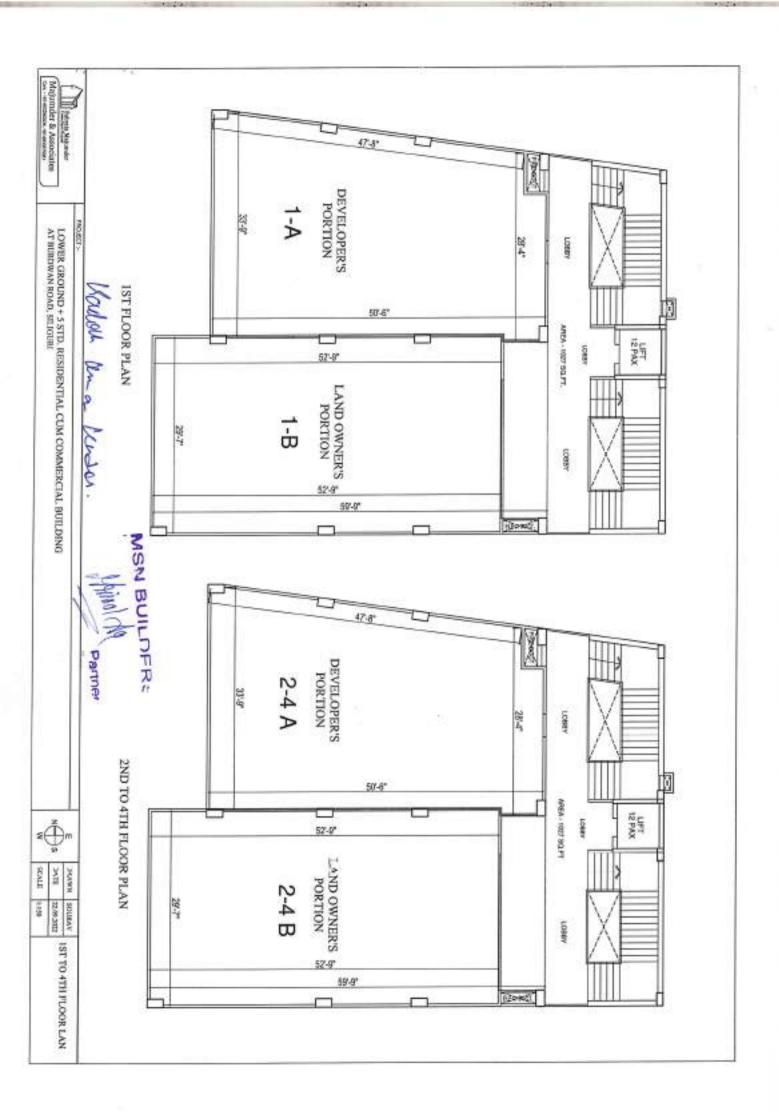
Addi. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeking

23 JUN 2023





Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjecking





Addl, Dist. Sub-Registrar Silliguri-I, Dt. Darjeeling

23 JUN 2023

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

MSN BUILDERS

Partner

Signature



Addl. Dist. Sub-Registrar Siliguri-I, Dt. Darjeeling

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

Kaeloh Uma Kandor. Signature



Addl. Dist. Sub-Registrar Billiguri-I, Dt. Darjeeling

23 JUN 2023

# IDENTIFIER PHOTO SHEET

**PHOTO** 



LEFT THUMB IMPRESSION



Bhunesh Karnoni

Signature of Identifier



Addi. Dist. Sub-Registrar Biliguri-I, Dt. Darjeching

23 JUN 2023

# Major Information of the Deed

Deed No :	1-0402-01624/2023	Date of Registration	23/06/2023		
Query No / Year	0402-2001480196/2023	Office where deed is registered			
Query Date	08/06/2023 10:55:41 AM	A.D.S.R. SILIGURI, District: Darjeeling			
Applicant Name, Address & Other Details	Dewanshu Dev Tiwary Dagapur, Siliguri, Thana: Pradha 734003, Mobile No.: 967940565	n Nagar, District : Darjeeling, \ 1, Status :Advocate	WEST BENGAL, PIN -		
Transaction		Additional Transaction			
[0110] Sale, Development / agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Propert 75,00,000/-]	aration : 2], [4311] Other		
Set Forth value		Market Value			
001101111111111111111111111111111111111		Rs. 12,70,68,739/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 75,021/- (Article:48(g))		Rs. 75,021/- (Article:E, E, B)			
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip area)				

### Land Details:

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: BURDWAN ROAD, Road Zone : (Jhankar More – Jalpai More) , Mouza: Siliguri, , Ward No: 09 Ji No: 110, Pin Code : 734005

Sch No	Plot Number	Khatian	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
-	RS-2946	RS-1427/1	PARTY NAMED IN COLUMN TO SERVICE AND ADDRESS OF THE PARTY NAMED IN COL		15 Katha 11 Chatak		300	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
	Grand	Total :			25.8844Dec	0 /-	1270,68,739 /-	

TO THE REPORT OF THE PERSON NAMED IN COLUMN ASSESSMENT ASSESSMENT

THE RESERVE OF THE PERSON NAMED IN

### Land Lord Details:

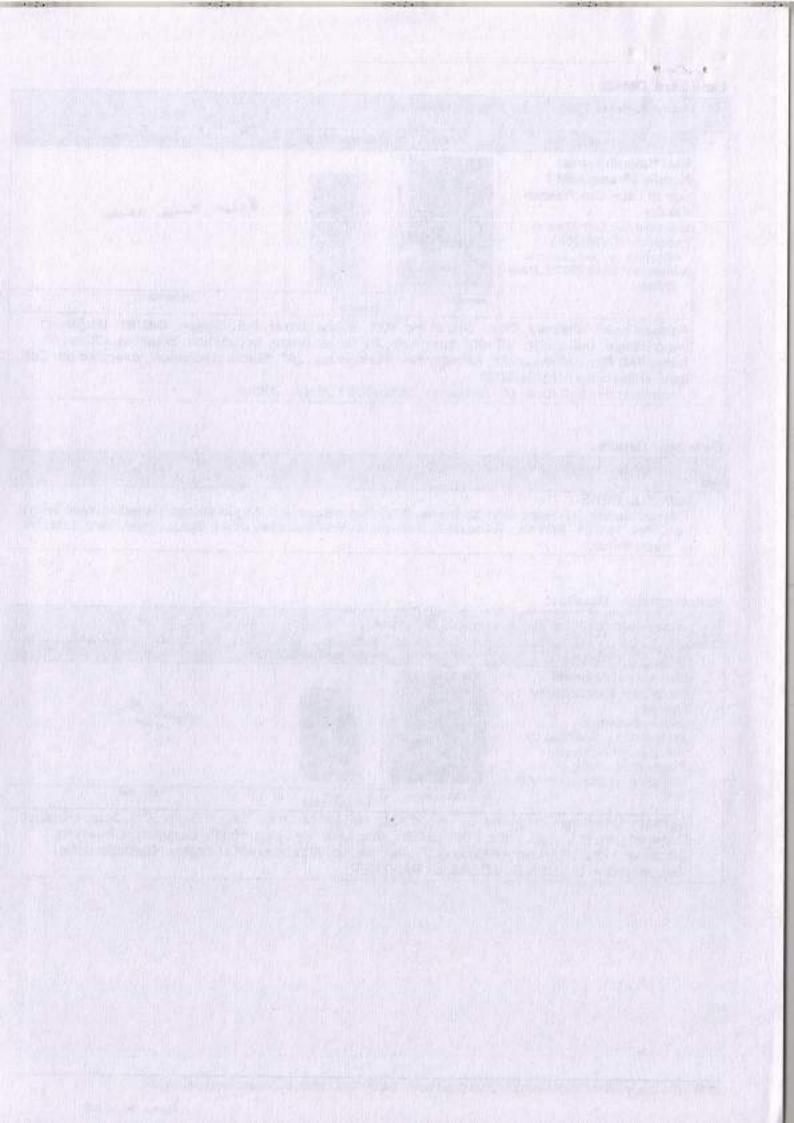
SI No	Name,Address,Photo,Finger p	rint and Signat	ure				
1	Name	Photo	Finger Print	Signature			
1	Shri Kailash Kumar Kandoi (Presentant ) Son of Late Om Prakash Kandol Executed by: Self, Date of Execution: 23/06/2023 , Admitted by: Self, Date of Admission: 23/06/2023 ,Place : Office			Nature and under			
	. Gince	23/06/2023	LTI 23/06/2023	25/06/2023			
	Agrasen Road, Khalpara, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx2P, Aadhaar No: 96xxxxxxxx1297, Status: Individual, Executed by: Self, Date of Execution: 23/06/2023, Admitted by: Self, Date of Admission: 23/06/2023, Place: Office						

Developer Details:

SI	Name, Address, Photo, Finger print and Signature
	MSN BUILDERS  Platinum Square, S.F. Road, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, PAN No.:: AAxxxxxx3G, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

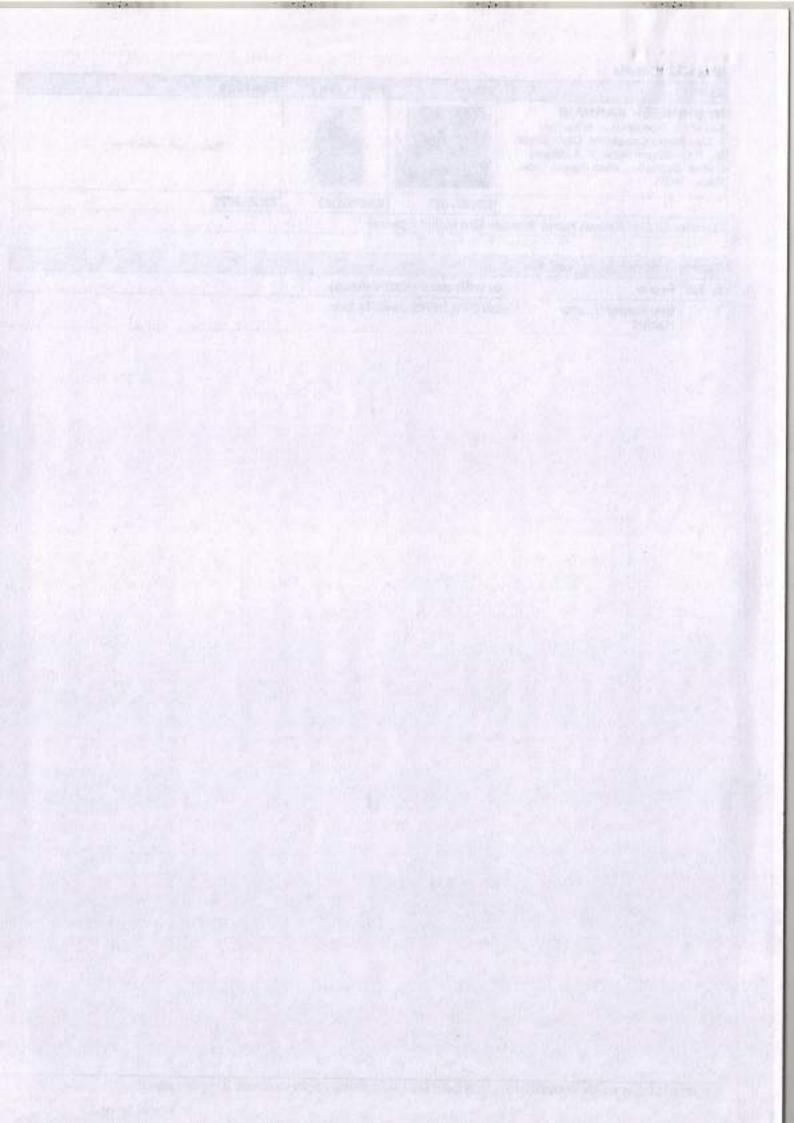
Representative Details:

0	Name, Address, Photo, Finger		7	Signature			
-1	Name	Photo	Finger Print	Signature			
	Shri Mrinal Agarwal Son of Shri Naresh Kumar Agarwal Date of Execution - 23/06/2023, , Admitted by: Self, Date of Admission: 23/06/2023, Place of Admission of Execution: Office			Uming and			
H		Jun 23 2023 1:07PM	LTI 23/86/2023	23/04/2023			
	Cigarette Company Compound, S.F. Road, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3F, Aadhaar No: 71xxxxxxxx4131 Status: Representative, Representative of: MSN BUILDERS (as PARTNER)						



Name	Photo	Finger Print	Signature
Mr BHUNESH KARNANI Son of Mr. Prakash Kumar Kamani 8, Mangturam Compound, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005			Gar-eas Warren
	23/06/2023	23/06/2023	23/06/2023

Trans	Transfer of property for L1			
SI.No	From	To. with area (Name-Area)		
1	Shri Kailash Kumar Kandoi	MSN BUILDERS-25.8844 Dec		



### Endorsement For Deed Number : 1 - 040201624 / 2023

#### On 23-06-2023

### 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.

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

Presented for registration at 12:58 hrs on 23-06-2023, at the Office of the A.D.S.R. SILIGURI by Shri Kailash Kumar Kandol , Executant.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 12,70,68,739/-

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

Execution is admitted on 23/06/2023 by Shri Kailash Kumar Kandoi, Son of Late Om Prakash Kandoi, Agrasen Road, Khalpara, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business

Indetified by Mr BHUNESH KARNANI, , , Son of Mr Prakash Kumar Karnani, 8, Mangturam Compound, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Business

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

Execution is admitted on 23-06-2023 by Shri Mrinal Agarwal, PARTNER, MSN BUILDERS (Partnership Firm), Platinum Square, S.F. Road, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr BHUNESH KARNANI, , , Son of Mr Prakash Kumar Karnani, 8, Mangturam Compound, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Business

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 75,021.00/- (B = Rs 75,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 75,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2023 6:03PM with Govt. Ref. No: 192023240103829981 on 19-06-2023, Amount Rs: 75,021/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 2000716049 on 19-06-2023, Head of Account 0030-03-104-001-16

#### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 74,021/-

Description of Stamp

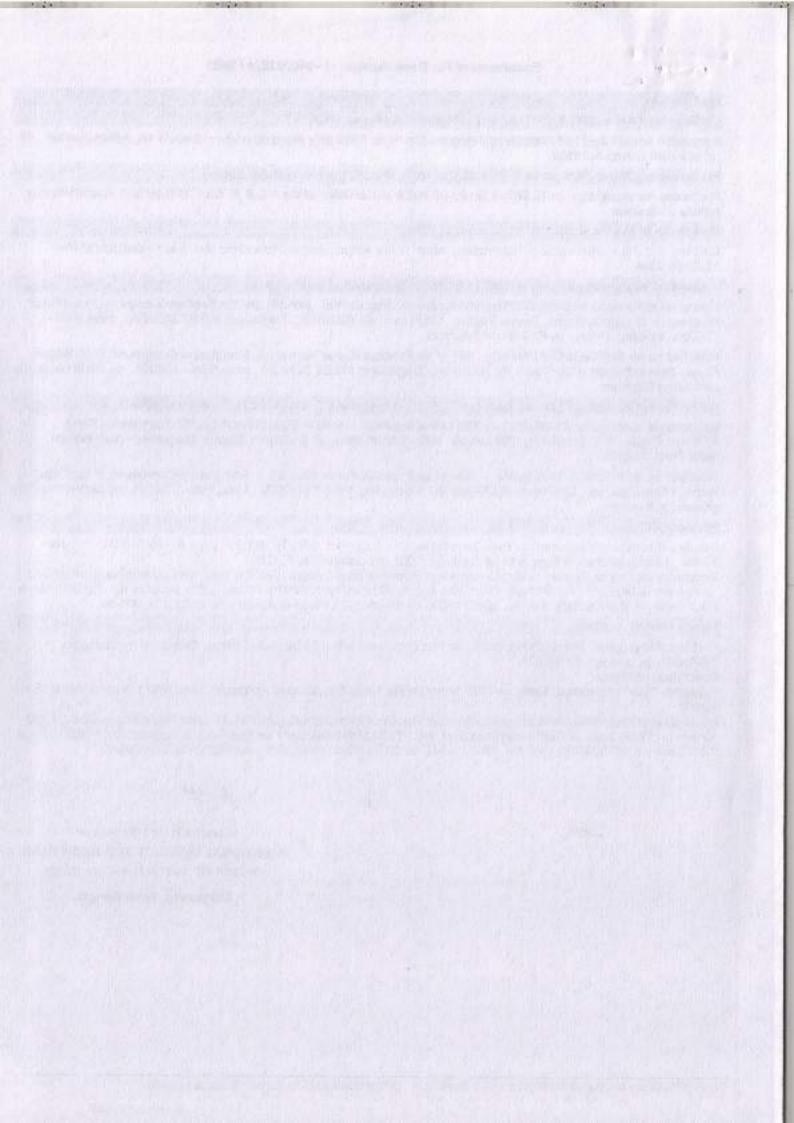
 Stamp: Type: Impressed, Serial no 1733, Amount: Rs.1,000.00/-, Date of Purchase: 17/06/2023, Vendor name: S K Sarkar

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 19/06/2023 6:03PM with Govt. Ref. No: 192023240103829981 on 19-06-2023, Amount Rs: 74,021/-, Bank: ICICI Bank (ICIC00000006), Ref. No. 2000716049 on 19-06-2023, Head of Account 0030-02-103-003-02

Ryanglin

Sangha Ratna Syangden ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI

Darjeeling, West Bengal



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2023, Page from 44481 to 44522
being No 040201624 for the year 2023.



Ryanization

Digitally signed by SANGHA RATNA SYANGDEN

Date: 2023.06.28 14:50:31 +05:30 Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2023/06/28 02:50:31 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI West Bengal.

(This document is digitally signed.)

And wheel here to explicate papers or planted and the beautiful and the second of the

. . .



Automorphism of the second second second

Thursday William St. St. Truspe Surv.