

RADIANT DEVELOPERS

RADIAN



737497

2021

DEVELOPMENT AGREEMENT

:1:

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 31 TO DECEMBER 2020.

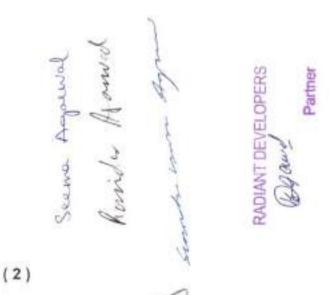
BETWEEN Med 1 And 1 And

2 1 JAN 2021

NON JUDICAL STAMP Seena Agrenal No 348 Day 14.8.2020 Sold Radiant Developers of P.S. Bhartinger Sixt. Ja 159 Seene Agaewal Suchangshu Saran Roy Govt. Stamp Vendo L No.173/R.M Sifiguri Court havinder Asamal RADIANT DEVELOPERS Reg and Addi. Dist Sub-Registral Partner Shakti Nager, Dist-Jalesinin 0 JAN 2021 Submata Gan Gund Gungan Gung

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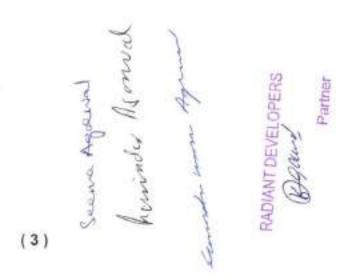


- SMT, SEEMA AGARWAL alias SIMA AGARWAL. (PAN-ADCPA3757H), wife of Sri Surendra Kumar Agarwal, Indian by Nationality, Mindu by Religion, Business by Occupation, resident of Shyama Prasad Mukherjee Road, Police Station Siliguri, District Darjeeling, West Bengal,
- A. SRI RAVINDAR AGARWAL, (PAN-ACBPA5797P), son of Late Paliram Agarwal
 B. SRI SURENDRA KUMAR AGARWAL, (PAN-ACBPA5765F), son of Late Paliram Agarwal

Both are Indian by Nationality, Hindu by Religion, Business by Occupation, Residents of Siliguri, District Darjeeling, West Bengal – hereinafter collectively called the "OWNERS/FIRST PARTY" (which expression shall mean and include unless excluded by or repugnant to the context their, successors, legal representatives, executors, administrators and assigns) of the ONE PART.

AND

RADIANT DEVELOPERS (PAN: AAZFR1408A), a Partnership Firm, registered under the Partnership Act, having its Registered Office at Kapil Centre, 1st Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, represented by one of its Partner, SRI KISHAN AGARWAL, son of Sri Suresh Kumar Agarwal, Indian by Nationality, Hindu by faith, Business by Occupation, hereinafter referred to as "THE DEVELOPER/SECOND PARTY" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context its directors, heirs, legal representatives, successors in office, executors, administrators, successors and assigns) of the OTHER PART



WHEREAS

(I) The abovenamed Smt Seema Agarwal Alias Sima Agarwal, wife of Sri Surendra Kumar Agarwal, had purchased land measuring 14 Kathas from Sri Narsing Das Agarwal, by virtue of a Registered Deed of Conveyance, dated 31.12.1986, being document No. I- 6798 and the same was registered in the office of the District Sub - Registrar Jalpaiguri, in the District of Jalpaiguri.

(II) AND WHEREAS one Late Paliram Agarwala, son of late Mayachand Agarwal had during his lifetime purchased land measuring 1 Bigha and 5 Kathas OR 25 Kathas from Sri Lal Chand Gupta, by virtue of a Registered Deed of Conveyance, dated 07.11.1960, being document No. I-5117 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

AND WHEREAS the abovenamed Paliram Agarwala died, leaving behind his wife namely Smt. Darshana Devi, two sons namely Ravindar Agarwal, Surendra Kumar Agarwal and one daughter namely Seema Garg as his only legal heirs, and they jointly inherited the above land of Late Paliram Agarwala.

AND WHEREAS the abovenamed Smt Darshana Devi and Seema Garg, transferred their 2/4th undivided share in the land measuring 25 Kathas in favour of Ravindar Agarwal and Surendra Kumar Agarwal vide Registered Gift Deed No. I - 4678 for the year 2019 and the same was registered in the office of the ADSR Bhaktinagar, in the District of Jalpaiguri.

AND WHEREAS in the manner aforesaid First Party/Land Owners, became the absolute owners of land measuring 39 Kathas and the said land is fully described in the Schedule below.



AND WHEREAS the First Party to get maximum gain and profits out of the said property decided to exploit the landed property commercially by constructing commercial/residential building, but due to lack of experience was in look out for a Entity/Developer to develop its scheduled landed property.

(4)

AND WHEREAS the Second Party being experienced in construction, erection and completion of multistoried Commercial/residential buildings and one of the reputed business organization of the region was in search of certain landed property to develop and built commercial/ residential building.

AND WHEREAS the First Party on satisfying themselves with the competency and reputation 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;-

" ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned:-

1.1 The Owners shall mean the said -

SMT. SEEMA AGARWAL ALIAS SIMA AGARWAL, Wife of Sri Surendra Kumar Agarwal, Indian by Nationality, Hindu by religion, Housewife by Occupation Self Employed, resident of Shyama Prasad Mukherjee Road, Police Station Siliguri, District Darjeeling, West Bengal.

SRI RAVINDAR AGARWAL, son of Late Paliram Agarwal
SRI SURENDRA KUMAR AGARWAL, son of Late Paliram Agarwal,

All are Indian by Nationality, Hindu by religion, Business by occupation, resident of Siliguri, District Darjeeling, West Bengal.



- 1.2 Developer shall mean the said RADIANT DEVELOPERS, 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 said authorities.
- 1.4 Unit shall mean the constructed area and/or spaces in the Commercial/ Residential Complex intended to be built and/or constructed, capable of being occupied and enjoyed separately as a distinct entity at the Residential/Commercial Complex or buildings to be constructed on the said 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 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 said 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 Municipality/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 Residential /Commercial complex available for independent use and occupation after making due provisions of common facilities and the space required therefore.

(6)

- 1.09 The Owner's Allocation: That the Owners shall be entitled to 52% of the sale proceeds to be realized from the sale of Flat in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6 and their Allocation is fully Described in Schedule 'B' below. The owners allocation as stated above is the total consideration payable to the owners for permitting the Developer to develop the Scheduled Land and commercially exploiting the same.
- 1.10 The Developer's Allocation :- All that 100% of the sale proceeds to be realized from the sale of remaining constructed area, except Flat in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6 and shall also receive 48% of the sale proceeds to be realized from the sale of Flat in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6 and their Allocation is fully Described in Schedule 'C' below.
- 1.11 That any amount paid to the First Party by the Second Party shall be adjusted as per sales against their 52% share of the sale proceeds to be realized from the sale of Flat in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6.
- 1.12 That the entire amount to be realized from the customers in respect of the Transformer, Generator and Fire, shall be shared by the Landowners and developer in the Ratio of 52:48.



1.13 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 thereof although the same may not amount to a transfer in law.

(7)

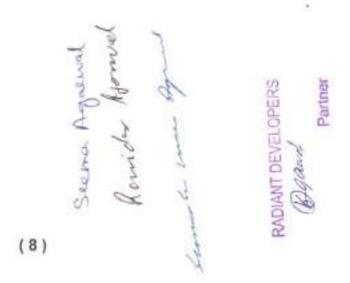
- 1.14 Transferee shall mean a person, persons, Firm, Limited Company, Association of persons to whom any space and/or unit in the Residential/Commercial complex to be constructed at the said premises has been transferred.
- 1.15 Words importing singular shall include plural and vice versa and shall include all the other genders, i.e. masculine, feminine and neutral genders.

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 - OWNERS' RIGHTS & REPRESENTATIONS

- 3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of Scheduled Land.
- 3.2 Excepting the Owners, no other person or persons have any claim or interest and/or demand over and in respect of Scheduled 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 Owners 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 said 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.

ARTICLE IV - DEVELOPER'S RIGHTS

- 4.1 The Owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the Scheduled Land in accordance with the plan or plans sanctioned by the Municipality and or any local Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto. The Developer shall construct one building on the land referred to scheduled land.
- 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 Owners or (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

ARTICLE V - CONSIDERATION

5.1 In consideration of the owners allowing the Developer to develop the said premises the Developer shall allocate owner's area as mentioned in "Definitions" part hereinabove.



ARTICLE VI - PROCEDURE

(9)

6.1 The Land Owners 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 and also for pursuing and following up the matter with the Municipality and /or any local body/Development authority and other statutory authorities and also for execution and presentation of Sale Deed, Lease Deed etc before the Registering Authority in respect of the Developer's Allocation only.

ARTICLE VII - SPACE ALLOCATION

- 7.1 The Developer shall on completion of the new Commercial/Residential complex, put the Owners in undisputed possession of the Owners' allocation together with all rights in the common portions and common facilities. The Owners shall be entitled to use, occupy, lease, let out, gift, exchange, sell or otherwise transfer the units/flats and parking spaces hereby allotted.
- 7.2 Subject as aforesaid, the common portion of the said Commercial/Residential complex and open spaces shall belong to the Owners and Developer in proportion to their sharing ratio of the constructed space of the entire building to be constructed on Scheduled Land.
- 7.3 The Owner shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners' allocation in the new building/s at his will, subject to the conditions laid down elsewhere in this agreement.



7.4 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building's with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

ARTICLE VIII - BUILDING

- 8.1 The Developer shall at its own costs, construct erect and complete the Commercial/Residential complex on the Scheduled land as described in schedule hereto in accordance with the plan with good and standard materials as may be specified by the Architects. The new building/s shall be a Residential/Commercial complex having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Municipality 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.
- 8.3 The Developer shall install and erect in the said new building/s, at its own costs, pumps, tube-well, water storage tanks, and other facilities as are required to be provided in a Commercial/Residential complex having self-contained units for sale of constructed areas therein on ownership basis and as mutually agreed to.



ARTICLE IX - COMMON FACILITIES

(11)

- 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 as and from the date of handing over of vacant possession of the land by the Owners to the Developer, till the date of the Owners receiving the Owners' Allocation as stated herein in the new building/s and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc, in respect of the Developer's Allocation only.
- 9.2 The Developer shall complete the Construction of the proposed building within Such time as may be allowed by Municipality/Local/Development authority and as soon as the complex is/are completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the building/s and after 15(Fifteen) days from the date of service of such a notice and at all times thereafter, the Owners 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 Owners' Allocation, payable in respect of the said Owners' Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Commercial/Residential complex if they are levied on the building/s as a whole.
- 9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said Rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.



(12)

- 9.4 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service 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 Owners' Allocation. The said charges include proportionate share of water, fire 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 PROVIDED:THAT if any additional maintenance or repair is required for the Owners' Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional maintenance or repair charges, as the case may be.
- 9.5 Any transfer of any part of the Owners' Allocation in the new building/s shall be subject to the other provisions hereof and the Owners 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 Owners shall be responsible for payment of all municipal and property taxes and other outgoing and impositions in respect of the portions allocated to the Owners to the authorities concerned only.



9.6 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said Commercial/ Residential complex at the said premises.

(13)

ARTICLE X - COMMON RESTRICTIONS

- 10.1 The Owners' Allocation in the new building constructed on the Scheduled land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the Commercial/Residential complex intended for the common benefits of all occupiers of the Commercial/Residential complex which shall include the following.
- 10.2 The Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the Commercial/Residential 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/Residential 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 possession.



- 10.5 Both the parties 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 Regulations.
- 10.6 The respective Owners and Developer 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/Residential 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 Owners 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 Owners, 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.

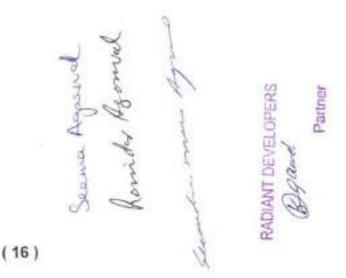


ARTICLE XI - OWNER'S OBLIGATIONS

- 11.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 11.2 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building.
- 11.3 The Owners 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 Owners hereby agree that the Developer shall be at liberty to enter into Development Agreement with the adjacent land owners or purchase their land and expand the construction and the owner shall have no objection in this regard and there will be no increase in the Owners Allocation/Consideration as mentioned in this Development Agreement and all the owners, 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 Owners to complete the construction of the new building/s at the said premises in terms of the sanctioned plan/s within Such time as be allowed by Municipality/any other authority.



- 12.2 The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Commercial/Residential complex at the said premises, subject to the terms and conditions herein contained.
- 12.3 The Developer shall comply with all Laws, Rules/Regulations of construction of the proposed building and the owner will not be liable for any violation of any law, Rules/regulation by the Developer.
- 12.4 The Developer shall complete the construction of the building within 3(Three) years from the date of passing of the Plan.
- 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 owner will have no responsibility in this regard.

ARTICLE XIII - OWNERS' INDEMNITY

13. The Owners 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.

ARTICLE XIV - DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertake to keep the Owners 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 Owners 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.

ARTICLE XV - TAXES

15.1 The landowners shall be liable to pay the amount of GST as applicable on the constructed area allocated to them.

ARTICLE XVI - MISCELLANEOUS

- 16.1 The Owners 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 Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.
- 16.2 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 Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners 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 Owners and/or go against the spirit of this Agreement. That the execution and registration of sale deeds/Lease Deeds etc shall be done by the joint signatures of both the owners and developer.



- 16.3 The Developer shall at the time of his 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 Owners 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.
- 16.4 The Developer and the Owners/first party shall mutually decide the name of the new building.

ARTICLE XVII - FORCE MAJURE

- 17.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- 17.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVIII - ARBITRATION

18 In case if any dispute, difference or question arising between the parties hereto with regards to this Agreement, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XIX - JURISDICTION

19 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.



ARTICLE XX - SPECIFICATIONS

Structure

: Earthquake Resistant RCC Frame structure with

brick walls

Elevation

: Skilled & quality craftsmanship.

Wall Finish

Internal

: Wall putty of reputed brand.

External

: Painted in combination .

Windows

: Aluminum windows with Glass Panel.

Doors Frames

: Wooden Frames MADE OF GOOD QUALITY WOOD.

Shutters

: Flush door.

Kitchen

Counter

: Granite top with Stainless Steel Sink.

Walls

: Ceramic Tiles upto 2 feet above counter.

Toilets Walls

: Glazed Ceramic Tiles upto 5 feet height.

Fittings

: C.P. Fittings of reputed brand with hot & cold line.

Sanitary

: White Vitrified sanitaryware & E.W.C. of reputed brand.

Flooring

Bed Room, Drawing, Dinning & Balcony:

Vitrified Tiles

Toilets & Kitchen

Anti - Skid Ceramic Tiles

Elevators

: Standard brand Elevators.

Electricals

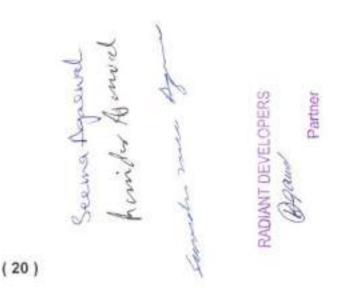
: Concealed wiring with fire resistant ISI grade copper conductors

having provision for adequate points, TV & Telephone sockets in drawing / dining & master bed rooms. A.C. points in master bed room. Protective M.C.B's & elegant modular

switches.

Power Back-up

: Power Back-up will be provided.



THE SCHEDULE 'A' ABOVE REFERRED
TO

DESCRIPTION OF THE LAND BELONGING TO OWNERS HEREOF

ALL THAT PIECE AND PARCEL of vacant homestead land measuring 39(Thirty Nine)
Kathas, situated within Mouza DABGRAM, J.L. No. 02, recorded in R.S. Khatian No.
314, R.S. Khanda Khatian No. 314/5 LR Khatian No. 36 and 37, appertaining to R.S.
Plot No. 421, LR Plot No. 129, RS Sheet No. 08, LR Sheet No. 13, situated at Upper
Bhanunagar ,Ward No. 43 of Siliguri Municipal Corporation within Pargana
Baikunthapur, under Police Station Bhaktinagar, District Jalpaiguri, in the state of West
Bengal.

The said land is butted and bounded as follows:-

North : Land of Labh Singh;

South : Land of Satyanarain Agarwal;

East : Land of Calcutta Credit Corporation;

West : 30 ft SMC Road.



THE SCHEDULE 'B' ABOVE REFERRED TO

LANDOWNERS ALLOCATION

All that 52% of the sale proceeds to be realized from the sale of Flat, Parking and Commercial space in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6 to be constructed on Schedule 'A' Land, forming part of R.S. Plot No.421 corresponding to L.R. Plot No.129, recorded in R.S. Khatian No.314/5, LR Khatian No. 36 and 37, situated within Mouza-Dabgram, J.L.No.2, Pargana-Baikunthapur, R.S. Sheet No.8 corresponding to L.R. Sheet No.13, P.S. - Bhaktinagar, Upper Bhanunagar in Ward No.43 of Siliguri Municipal Corporation, District- Jalpaiguri.

THE SCHEDULE 'C' ABOVE REFERRED TO DEVELOPER'S ALLOCATION

All that 100% of the sale proceeds to be realized from the sale of remaining constructed area, except (Flat in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6) and shall also receive 48% of the sale proceeds to be realized from the sale of Flat in Block Solitaire comprising of Flat Nos. A,B,C,D,E and Shop Nos. 1,2,3,4,5 and 6 to be constructed on Schedule 'A' Land appertaining to and forming part of R.S. Plot No.421 corresponding to L.R. Plot No.129, recorded in R.S. Khatian No.314/5, LR Khatian No. 36 and 37, situated within Mouza-Dabgram, J.L.No.2, Pargana-Baikunthapur, R.S. Sheet No.08 corresponding to L.R. Sheet No.13, P.S. - Bhaktinagar, Upper Bhanunagar in Ward No.43 of Siliguri Municipal Corporation, District-Jalpaiguri.

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:-

Subnata Gan (runs) Stocate Sishin Kuma Gar Gury South Bhazut malface 40, PS. Sili Grani Dist Daestaling

> 2. Crop at boy 3/0 Svi Cunerhound

Scena Agaewal Ravinder Agamval

surche was hy

LAND OWNERS/FIRST PARTY

RADIANT DEVELOPERS

Partner

DEVELOPER/ SECOND PARTY

Drafted, readover, explained and printed in my office:

MANOJ AGARWAL

Advocate, Siliguri.

(Enrl No. F-505/434 of 1997)



	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND	to the same	(#)			
RIGHT HAND	(19) -	a			

Seema Agrenhl

Signature



	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND		Wastr	1999		2

Signature



	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND			3,10		- CMP
RIGHT HAND	(B)(1)	*	6		(例)

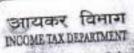
Signature

		THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
936	LEFT HAND	Figure 1		(I)		
B	RIGHT HAND					

RADIANT DEVELOPERS Partner ---Signature

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

Signature





भारत सरकार GOVT OF INDIA

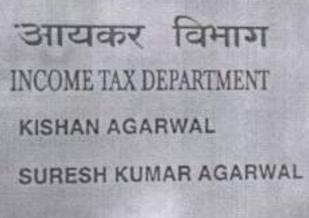
रधाची लेखा संख्या कार्ड Perminent Account Number Gard

AAZFR1408A



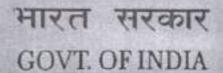
RADIANT DEVELOPERS - Partiel



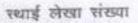


02/09/1980 Permanent Account Number ACCPA8134B

Signature







स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER ACBPA5765F



THE /NAME SURENDRA KUMAR AGARWAL

पिता का नाम /FATHER'S NAME PALIRAM AGARWAL

जन्म तिथि /DATE OF BIRTH 25-08-1959

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, प.वं.-11

COMMISSIONER OF INCOME-TAX, W.B. - 11

Sandre were

आयकर विभाग INCOMETAX DEPARTMENT COVI OF ENDIA

RAVINDAR AGARWAL

PALIRAM AGARWAL

28/09/1956 Fermanant Account Number

ACBPA5797P

Raniander Against

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to see a man color from White Country ्राच्या इत्याच क्रांची त्याचा व्याच्या क्रिक्ट क्रिक्ट क्रिक्ट त्याच्या क्रिक्ट क्रिक्ट क्रांच्या क्रिक्ट क्रिक्ट क्रिक्ट क्रांच्या क्रिक्ट क्रिक क्रिक्ट क्रिक्ट क्रिक्ट क्रिक्ट क्रिक क्रिक्ट क्रिक क्रिक क्रिक्ट क्रिक क्र

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Lavidy General

आयकर विभाग INCOME TAX DEPARTMENT



भारत सरकाः GOVT. OF INDIA

SEEMA AGARWAL -

SHYAM SUNDAR AGARWAL

25/05/1968
Permanent Account Number
ADCPA3757H

Seeme Agusial
Signature

Seema Against





ELECTION COMMISSION OF INDIA ভারতের নির্বাচন কমিশন

IDENTITY CARD

GLQ4165627

পরিচয় পত্র



Elector's Name

Subrata Ganguly

নির্বাচত্কর নাম

সরত গাঞ্গী

Father's Name

Shishir Kumar Ganguly

निकाद नाम

শিশির কুমার গাছুলী

Sex

লিস

Age as on 1.1.2005

23

१.३.२००१-७ वसम

Address:

Dakshin Bharatnagar, Word no 24 Siliguri Darjeeling 734404

विकास :

विका प्राप्तकार व्याप्त मा द्व निनिद्यक्ति श्विनित् ५०४६०४

Facsimile Signature Electoral Registration Officer মিশ্রত বিংক্স অধিকারিক

Assembly Consumercy, 25-Siliguri

विधानमधा निर्माशन दश्यः । ६४-निर्मिश्चवि District:Dagesling

्यनाः अधिनित

Tata: 01.04.2005

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- Seema Agaewal Kunider Agunod AN SOLITAIRE RADIANT DEVELOPERS (D) gowl BED Partner ROOM 8ED RODM LIVING DINING D BED BED ROOM LIVING RDOM. MASTER E DINING BED TOLET TOLE ROOM S Gran ROOM BED ROOM LIVING DINING (C) BED ROOM SER. MASTER UFT UFT. BED LIFT OPEN TERRACE AT IST FLOOR BLC. WER. OLC FLAT BUILT-UP AREA BLC SED. ROOM BED lin sq.ft.] TICHEN ROOM FLAT-A FLAT-B 2516 BED BED LIVING LIVING 1765 FLAT-C ROOM DINING B (A) FLAT-D 1762 BED TOLET FLAT-E 2687 BOM MASTER BED ROOM BED SUPER BUILT-UP AREA FLAT (in sq.ft.)

FLAT-F

FLAT-G

FLAT-H

2007

1978

2945



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name: Jalpaiguri Signature / LTI Sheet of Query No/Year 07112001645601/2020

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

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mrs SEEMA AGARWAL Alias Mrs SIMA AGARWAL S P MUKHERJEE ROAD,KHALPARA. P O - SILIGURI BAZAR, P.S - Siliguri, Siliguri Mc District - Darjeeling, West Bengal, India, PIN - 734005	Land Lord			Sceme Against
SI No.	Name of the Executant	Category		Finger Print	Signature with date
2	Mr RAVINDAR AGARWAL SILIGURI, P.O SILIGURI, P.S Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001	Land Lord			Rainder Rouse
Si	Name of the Executant	Category	Photo	Finger Print	Signature with date
3	Mr SURENDRA KUMAR AGARWAL SILIGURI, P.O SILIGURI, P.S Siliguri, Siliguri Mc. District: -Darjeeling, West Bengal, India, PIN - 734001				and the same

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

SI No.	Name of the Execu	tant	Category		Fin	ger Print	Signature with	
4 Mr KISHAN AGARWAL SEVOKE ROAD, P.O SEVOKE ROAD, P.S Bhaktinagar, Siligun Mc, District-Jalpaiguri, West Bengal, India, PIN - 734001		D:- B:- Mc,	Represent ative of Developer [RADIANT DEVELOP ERS]	of oper ANT LOP			ADIANT DEVELOPER	
SI No.	Name and Address of identifier		Identifier of	Photo	0	Finger Print	Signature with	
	Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, P.O SILIGURI, P.S Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734004	RAV SUR	SEEMA AGARWAL, Mr INDAR AGARWAL, Mr ENDRA KUMAR AGAR ISHAN AGARWAL				Se (westerfanglung)	

(Tapashi Kanti Ghosh)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BHAKTINAGAR
Jalpaiguri, West Bengal

Major Information of the Deed

Deed No :	I-0711-00636/2021	Date of Registration	21/01/2021			
Query No / Year	0711-2001645601/2020	Office where deed is r	egistered			
Query Date	09/12/2020 12:43:08 PM	0711-2001645601/2020	A CONTRACTOR OF THE PARTY OF TH			
Applicant Name, Address & Other Details	Mary Dey Siliguri,Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 76792122 Status :Buyer/Claimant					
Transaction	AND DESCRIPTION OF THE PARTY OF	Additional Transaction				
agreement	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Propert Agreement : 1]	ration: 1], [4308] Other			
Set Forth value	THE RESIDENCE OF THE PARTY OF T	Market Value				
		Rs. 18,78,48,911/-				
Stampduty Paid(SD)		Registration Fee Paid				
Rs. 75,020/- (Article:48(g))	A Local Control of the Control of th	Rs. 21/- (Article:E, E, E)				
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Ur area)					

Land Details:

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Upper Bhanunagar Ward no 43, Mouza: Dabgram Sheet No - 8, Jl No: 2, Pin Code: 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	The second secon	Market Value (In Rs.)	Other Details
L1	RS-421	RS-314	Commerci al Use	Bastu	19.5 Katha		The second secon	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
L2	RS-421	RS-314	Bastu	Bastu	19.5 Katha		5,36,71,117/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road.
		TOTAL :			64.35Dec	0 /-	1878,48,911 /-	
	Grand	Total:			64.35Dec	0 /-	1878,48,911 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	Mrs SEEMA AGARWAL, (Alias: Mrs SIMA AGARWAL) (Presentant) Wife of Mr SURENDRA KUMAR AGARWAL S.P MUKHERJEE ROAD, KHALPARA, P.O:- SILIGURI BAZAR, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734005 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: ADxxxxxx7H, Aadhaar No: 43xxxxxxxxx1375, Status Individual, Executed by: Self, Date of Execution: 31/12/2020 Admitted by: Self, Date of Admission: 20/01/2021, Place: Pvt. Residence, Executed by: Self, Date of Execution: 31/12/2020 Admitted by: Self, Date of Admission: 20/01/2021, Place: Pvt. Residence

Mr RAVINDAR AGARWAL Son of Late PALIRAM AGARWAL SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx7P, Aadhaar No: 44xxxxxxxxx4914, Status :Individual, Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 20/01/2021 Place: Pvt. Residence, Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 20/01/2021 ,Place: Pvt. Residence

Mr SURENDRA KUMAR AGARWAL

Son of Late PALIRAM AGARWAL SILIGURI, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx5F, Aadhaar No: 58xxxxxxxx4657, Status :Individual, Executed by: Self, Date of Execution: 31/12/2020 , Admitted by: Self, Date of Admission: 20/01/2021 Place: Pvt. Residence, Executed by: Self, Date of Execution: 31/12/2020

, Admitted by: Self, Date of Admission: 20/01/2021 ,Place: Pvt. Residence

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	RADIANT DEVELOPERS KAPIL CENTRE, 1 St FLOOR, SEVOKE ROAD, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:- Jalpaiguri, West Bengal, India, PIN - 734001, PAN No.:: AAxxxxxxx8A, Aadhaar No Not Provided by UIDAI, Status: Organization, Executed by: Representative

Representative Details:

SI No	Name, Address, Photo, Finger print and Signature		
1	Mr KISHAN AGARWAL Son of Mr SURESH KUMAR AGARWAL SEVOKE ROAD, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, ,Aadhaar No Not Provided by UIDAI Status: Representative, Representative of; RADIANT DEVELOPERS (as PARTNER)		

Identifier Details:

Name	Photo	Finger Print	Signature
Mr SUBRATA GANGULY Son of Late SISHIR KUMAR GANGULY SOUTH BHARAT NAGAR, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PN - 734004			

Transfer of property for L1				
SI.No	From	To. with area (Name-Area)		
1	Mrs SEEMA AGARWAL	RADIANT DEVELOPERS-7 Katha		
2	Mr RAVINDAR AGARWAL	RADIANT DEVELOPERS-6.25 Katha		
3	Mr SURENDRA KUMAR AGARWAL	RADIANT DEVELOPERS-6.25 Katha		
Trans	fer of property for L2			
SI.No	From	To, with area (Name-Area)		
1	Mrs SEEMA AGARWAL	RADIANT DEVELOPERS-7 Katha		
2	Mr RAVINDAR AGARWAL	RADIANT DEVELOPERS-6.25 Katha		
3	Mr SURENDRA KUMAR AGARWAL	RADIANT DEVELOPERS-6.25 Katha		

Endorsement For Deed Number : 1 - 071100636 / 2021

On 19-01-2021

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 18,78,48,911/-

- July

Tapash Kanti Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

On 20-01-2021

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

Presented for registration at 18:35 hrs on 20-01-2021, at the Private residence by Mrs SEEMA AGARWAL Alias Mrs SIMA AGARWAL, one of the Executants.

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

Execution is admitted on 20/01/2021 by 1. Mrs SEEMA AGARWAL, Alias Mrs SIMA AGARWAL, Wife of Mr SURENDRA KUMAR AGARWAL, S.P MUKHERJEE ROAD, KHALPARA, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession House wife, 2. Mr RAVINDAR AGARWAL, Son of Late PALIRAM AGARWAL, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Mr SURENDRA KUMAR AGARWAL, Son of Late PALIRAM AGARWAL, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business Indetified by Mr SUBRATA GANGULY, . . Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

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

Execution is admitted on 20-01-2021 by Mr KISHAN AGARWAL, PARTNER, RADIANT DEVELOPERS (Partnership Firm), KAPIL CENTRE, 1 St FLOOR, SEVOKE ROAD, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:- Jalpaiguri, West Bengal, India, PIN - 734001

Indetified by Mr SUBRATA GANGULY, , , Son of Late SISHIR KUMAR GANGULY, SOUTH BHARAT NAGAR, P.O. SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by profession Service

- Tilely

Tapash Kanti Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

On 21-01-2021

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 21/- (E = Rs 21/-) and Registration Fees

paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/12/2020 1:24AM with Govt. Ref. No: 192020210180304841 on 25-12-2020, Amount Rs: 21/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 276752224 on 25-12-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 70,020/-

Description of Stamp

Stamp: Type: Impressed, Serial no 348, Amount: Rs.5,000/-, Date of Purchase: 14/08/2020, Vendor name:

Sudhangshu Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/12/2020 1:24AM with Govt. Ref. No: 192020210180304841 on 25-12-2020, Amount Rs: 70,020/-, Bank; Punjab National Bank (PUNB0010000), Ref. No. 276752224 on 25-12-2020, Head of Account 0030-02-103-003-02

746

Tapash Kanti Ghosh ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2021, Page from 20137 to 20176 being No 071100636 for the year 2021.



Tolls

Digitally signed by TAPASH KANTI GHOSH

Date: 2021.01.27 12:42:50 +05:30 Reason: Digital Signing of Deed.

(Tapash Kanti Ghosh) 2021/01/27 12:42:50 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.

(This document is digitally signed.)