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Handwritten signature: Ravjit Singh

Handwritten signature: P. Pratik

DEVELOPMENT AGREEMENT

1. **Date:** 24.12.2024
2. **Place:** Siliguri
3. **Parties:**

82003241293/M

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

Handwritten signature
Add. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

24 DEC 2024

S.L NO. 28403 Date 28.11.2024
PURCHASER Rangit Kumar Singh
Full Address Siliguri
Total Value 1000/-
Stamp Purchased from JPG Treasury-1

STAMP VENDOR
JAYARANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajganj/
Bhaktinagar, Jalpaiguri



Addl. Dist Sub-Registrar
Bhaktinagar, Dist. Jalpaiguri

24 DEC 2024

SRI RANJIT KUMAR SINGH (PAN: AWJPS5816P, AADHAR: 4052-0228-8991) Son of Late Raj Mangal Singh,

Hindu be religion, Indian by Nationality, Advocate by Profession, resident of Prakash Nagar, Near Sita Mansion Building, SMC Ward No.43, P.O. Siliguri-734001, P.S. Bhaktinagar, District- Jalpaiguri----- hereinafter for the sake of brevity are jointly and collectively referred to and identified as "**Owners**" (which term and/or expression shall unless excluded by and/or repugnant to the subject or context hereof shall be deemed to mean, imply and include their respective legal heirs, executors, nominees, and/or assigns as the case may be) of the **FIRST PART**

AND

TULSA HOLDINGS (PAN: AATFT2711N) a partnership firm incorporated under the Indian Partnership Act having its office at Shanti Square 2½ Mile, Sevoke Road, P.O. Siliguri-734001, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called the **SECOND PARTY/DEVELOPER** (which expression shall mean and include unless excluded by or repugnant to the context its partners, heirs executors, successors, administrators, representatives and assigns) of the **SECOND PART**. The developer company is represented by one of its Partner duly authorized for this purpose **SRI PRATIK GARG (PAN:AEAPG7518M, AADHAR: 972662531168)** Son of Sri Suresh Agarwal, Indian by Nationality, Hindu by religion, Business by Occupation, resident of Tulsa Kutir, E-09/13, Utrayaon Township, behind Montana Vista Club, Matigara, District - Darjeeling, West Bengal-734010.

3.5. The Owners and the Developer collectively shall be referred to as Parties.

Ravi Singh

Ratil Singh
Partner

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS: -

4. **Development and Commercial Exploitation of Said Property:**

Agreement between the owners and the Developer with regard to the development and commercial exploitation (in the manner specified in this agreement) on and in respect of land admeasuring 1.998 Katha or 3.2967 decimals appertaining to Plot No. 132 (R.S) of Mouza- Dabgram of Sheet no. 5(R.S), 2(LR) recorded in the Khatian No. 83/1(R.S.) under the Bhaktinagar Police Station in the District of Jalpaiguri and delineated on the plan attached hereto and bordered in color Red therein (said property) more fully and particularly described in the **FIRST SCHEDULE** written hereunder by construction of several separate and distinct clusters of new buildings thereon comprising of semi commercial and commercial buildings or mixed use buildings and ancillary facilities and other areas (said complex). Site Plan attached to this Agreement forms a part of this Agreement.

5. **BACKGROUND AND REPRESENTATIONS**

5.1 **Ownership of Said Property:** By virtue of the events and in the circumstances mentioned in the **SECOND SCHEDULE** below of these presents (Devolution of Title) the party of the First Part have become the owners of the said property.

5.2 **No previous Agreement:** Neither of the parties have entered into any agreement and/or understanding for sale, transfer, lease or development of their respective shares in the said property with any person and/or persons.

5.3 **Parties to ensure continuing marketability:** All the parties ensure each other that their respective shares in the said property will continue to remain unchanged marketable and free from all encumbrance's charges, attachments, mortgage, liens, lispendens, trust,

Ravi + Sush

Pantilguy
Partner

debuttars, wakf, acquisitions, requisitions vesting etc. till the completion of the development of the said property.

5.4 Infrastructure and Expertise of Developer. The **Developer** is carrying on business of Development of real estate and has infrastructure and expertise in this field.

5.5 No Requisitions or Acquisitions: Till date No part or portion of the said property is at present affected by any requisition or acquisition of any Authority or Authorities under any law and/or otherwise.

5.6 Infrastructure, Expertise and Financial Capacity of Developer: The **Developer** is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and also the financial capacity to successfully undertake and complete the development of the Said Property by construction of several separate and distinct clusters of new buildings thereon comprising of primarily residential buildings/commercial buildings or mixed use buildings and ancillary facilities and other areas in the manner as envisaged in this Agreement.

5.7 Financial Arrangement and Marketing: The **Developer** is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property including by way of home/mortgage loans for the proposed buyers (without creating any charge on the said property and without any liability of any nature on the Co-Owners).

5.8 No Abandonment: The **Developer** shall not under this Agreement abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto in order to complete construction and development on and in respect of the said property within 48 Months from the date of sanctioned plan with a grace period of 12 months excluding the period under Force Majeure as stipulated in this agreement.

5.9 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the

Ranjit Singh

P. Ratheegang

Parties to each other as stated above, final terms and conditions [superseding all previous correspondences and agreements (oral or written between the Parties)] for the said Project are being recorded by this Agreement.

6. BASIC UNDERSTANDING

6.1 **Development of Said Property by Construction and Commercial Exploitation, of Said Complex:** The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by way of proposed construction of the Said Complex thereon and commercial exploitation of the Said Complex.

6.2 **Nature and Use of Said Complex:** The Said Project shall be constructed in accordance with architectural plans (**Building Plans**) to be prepared by an architect (Architect) to be appointed by the **Developer** and to be sanctioned by the **Developer** from Siliguri Municipal Corporation, as a complex comprising of residential buildings and/or commercial buildings or mixed use and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common in the building/buildings containing semi commercial and cum commercial spaces or mixed use spaces (collectively **Commercial Areas**) shall be laid out in the manner designed by the Architects.

6.3 **Appointment of Contractors etc.:** The **Developer** shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Project on the Said Property, at its own costs and expenses. Such appointment shall be made in such manner that in case of any dispute in between them, the said property does not in any way get affected.

7. DEVELOPMENT AND COMMENCEMENT

7.1 **Development:** The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners confirm that the **Developer** shall develop the entire Project at its own cost and

Rajit Sen

P. Bhatnagar

on behalf of itself and the Owners. The Owners further confirm that the **Developer** shall have exclusive right to carry out the Development and execution of the Project on the Said Property, at its own costs and expenses during the operation of these presents.

7.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (**Commencement Date**) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and all saleable spaces in the Said Project are transferred and sold or till this Agreement is terminated in the manner stated in this Agreement.

8. PRE-SANCTION ACTIVITIES, SANCTION AND CONSTRUCTION

8.1 Statutory Clearance: The **Developer** shall, at its own costs and expenses obtain all Statutory Clearances, "No Objections", permissions from appropriate statutory authority or authorities for permission for development of the Said Project on the Said Property, if applicable.

8.2 Payment of Land Revenue: Within 90 (ninety) days from the date of execution of these presents the owners shall, at its own costs and expenses, make payment of up-to-date land revenue and khazana in respect of the Said Property.

8.3 Sanction of Building Plans: The **Developer** at its own costs and responsibility shall take all initiative and necessary steps for obtaining sanction of the Building Plans from the Siliguri Municipal Corporation and the **Developer** shall present such proposed plan for sanction. In this regard the following is clarified:

(1) the **Developer** shall be responsible for obtaining each, every and all municipal and other statutory approvals "permissions" and "No objections" needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) but the **Developer** may obtain them in phase-wise.

Raviit Singh

Rattigang
Partner

(2) all costs, charges, expenses, outgoings and fees for sanctions and aforesaid statutory clearances of the building plans shall be solely borne and exclusively paid by the **Developer** and

(3) It shall always remain open and available to the **Developer** in consultation with the land owners to apply for increase of the sanctioned FAR if and when so becomes possible in due course whether during the period of completion of earlier sanction or after completion of the construction in terms hereof and such additional sanctioned FAR shall be constructed and dealt with by the Parties hereto in a manner they decide at that moment of time.

8.7 Architects and Consultants: The Owners have authorized the **Developer** to appoint the Architect and other consultants to assist in the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be exclusively and solely paid by the **Developer** and the Owners shall have no liability or responsibility.

8.8 Construction of Said Project: The **Developer** shall, at its own costs and expenses and without creating any financial or other liability on the Owners cause construction, erection and completion of the Said project in accordance with the sanctioned Building Plans to be obtained from the Siliguri Municipal Corporation. Such construction shall be as per specifications common to all saleable spaces comprised in the Said Complex (**Units**), described in the **THIRD SCHEDULE** below (**Specifications**). In this regard it is clarified that the Said Project may, at the option of the **Developer**, be constructed and delivered in phase wise manner but the entire Project shall be completed within such time as detailed in paragraph hereunder written.

8.9 Completion Time: With regard to time of completion of the Project, it has been agreed between the Parties that the **Developer** shall cause construction, erection and completion of the entire Project within a period of 48(forty-eight) months from the date of receiving sanction of the Building Plans and licenses and permissions from all statutory authorities (**Completion Time**) subject to a grace period of 12

Rajesh Singh

Rajesh Singh
Partner

(Twelvemonths) excluding the period under Force Majeure as stipulated in this agreement.

8.10 Common Portions: The **Developer** shall at its own costs install and erect in the common areas of the Said Project amenities and facilities such as stairways, lifts, generators, fire-fighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex (collectively **Common Portions**). For permanent electric connection to the apartments/commercial /semi commercial spaces in the Said Project (collectively **Units**), the intending purchasers (collectively **Transferee**) shall pay the deposits demanded by the licensed electricity supplier and/or other agencies and the Owners or their Transferees shall also pay the same for the Units in the Owners Allocation. It is clarified that the expression Transferees includes the Owners and the **Developer**, to the extent of unsold or retained Units in the Said Project.

8.11 Temporary Connections: The **Developer** shall be authorized, to apply for and obtain at the costs of the **Developer**, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the **Developer** shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

8.12 Modification: Any significant amendment or modification to the Building Plans may be made or caused to be made by the **Developer** in consultation and with the consent of the Owners, within the permissible limits of the concerned Municipal Authorities.

8.14 Co-operation: Neither Party shall indulge in any activities which may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Parties. The Owners shall provide all co-operation that may be necessary for successful completion of the said Project.

Ravi Singh

Preet Singh
Partner

9. POWERS AND AUTHORITIES

9.1 **Powers of Attorney for Sanction, Construction and Sale;** The Owners do hereby agree to grant to the **Developer** and/or its nominees a Power of Attorney to take all necessary steps for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Municipal Authorities as well as for construction of the Said Project in terms of this Agreement and enabling the **Developer** to deal with, sell and transfer entire constructed areas of Developers allocation in the said Project. However, all the costs, expenses, charges etc. for granting Power of Attorney shall be borne exclusively by the **Developer**.

9.2 **Further Acts:** Notwithstanding grant of the Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. that *may* be necessary for enabling the **Developer** to perform all obligations under this Agreement.

10. CONSIDERATION AND MODALITIES OF TRANSFER

10.1 Consideration for the Parties

10.1.1 **Owner's Allocation:** one shop premises measuring 11'11" * 136'7" in the extreme southern side of the Lower Ground Floor(facing Sevoke Road), measuring in total 1628 Square Feet and attached 454 Square Feet built up area with verandah (marked as __ in the proposed site plan) of the multi storied building to be constructed on the said after amalgamating the existing land of the developer or the land of the adjacent landowners with whom the Developer or its sister concern has already entered into development agreements or under process of entering into development agreements. Other than the aforesaid commercial space in the Lower Ground Floor, the landowner shall not be entitled to claim any right, interest and share in the sale proceeds received from the sale of the space in the proposed mixed use multistoried buildings by the developer. It is further agreed in between the landowner and the developer hereof that at the time of the handing over of the possession of the aforesaid commercial space to the landowner by the developer, the landowner and the developer shall

Ranjit Singh

TULSA BUILDINGS

P. Pratik Singh
Partner

discharge each other from all the obligations and the land owner declaring confirming that the landowner has no other right title interest claim whatsoever in any portions, floor, building of the complex/multistoried mixed use buildings/commercial buildings/semi commercial spaces or any other space which may be vacant, constructed, open or covered other than the aforesaid commercial space which is allotted to the landowners as his allocation.

The Developer has also paid an amount of Rs.5,00,000/--(Rupees Five Lakhs) only as non- refundable amount at the time of signing and registering these presents and the aforesaid non-refundable amount of Rs.5,00,000/-(Rupees Five Lakhs) only shall also be treated as part and parcel of the owner's allocation.

It is imperative to mention here that the Owners' allocation fully exhausts to its entirety upon receiving the aforesaid marked commercial space and also the aforesaid non-refundable amount of Rs.5,00,000/-(Rupees Five Lakhs) which has been already paid to the landowners at the time of the execution of these presents. The landowners shall have no further claim or any right title interest whatsoever in any portions, floors, buildings/blocks of the complex/multistoried mixed-use buildings/commercial buildings/semi commercial spaces or any other space which may be vacant, constructed, open or covered which is part of the project developed by the developer or jointly by its associated companies/groups and shall exclusively and absolutely owned by the Developer without any sort of obstructions and encumbrances, disturbances from the landowners or any person claiming under them by whatsoever means. Further, upon the fulfillment of the owners allocation area as stated hereinabove, the Developer shall automatically become the absolute owner of the remaining portions of the multistoried buildings acquiring cent percent right title interest in all other remaining area of the said multistoried buildings and the owners without causing any delay shall be lawfully duty bound to execute, sign, register all such necessary documents, deeds as prepared by the Developer from time to time for the exclusive

right title interest of the Developer on the remaining portions of the said multistoried buildings excluding the owners allocation area as stated herein above

It is further agreed that the developer will amalgamate the land forming the subject matter of these presents with its larger adjacent areas and make out a construction area of 20000 Square Meter but in the event if the developer is in position to increase the area and increases then the landowner's allocation shall also be increased proportionately.

10.1.2 Developer's Allocation: As the land forming the subject matter of these presents is very small and is impossible to construct mixed use multistoried buildings over the said land without amalgamating with it adjacent lands, the developer hereof has already entered into development agreements with the adjacent land owners and is also in process of entering in to development agreements with the other land with the other land owners and as such all other remaining area of constructed area of the proposed multistoried mixed use building shall exclusively, absolutely belong and devolve upon the Developer hereof solely without any claim of any nature whatsoever from the owners hereof. It is expressly agreed and understood that all sales and transfers of saleable areas of Developer's Allocation, shall be performed and through by the Developer only and all revenue (sale proceeds) will be claimed, received, collected by the Developer in its name only. The landowners have no claim either in sale proceeds of the Developers allocation area or any unsold remaining area of the Developers allocation area.

10.1.3 That any compensation received from any government authority with respect to land being acquired for road expansion or otherwise, shall be of exclusive share, right and use of the Developer and Land owner with their shares.

11.1 MODALITIES OF TRANSFER

11.1.1 Responsibility: It shall be the sole responsibility of the Developer to oversee the entire development and construction work of the said project and shall act in such manner as may be required

Ranjit Singh

Pratibha
partner

without any interference of the owners and the consent of the owners shall be deemed to have been given by these presents.

11.1.2 Execution of Deed of conveyance: All the saleable area and other spaces rights and benefits of the Developer's allocation within the said project shall be sold to the intending purchasers / transferees by the **Developer** and the sale consideration shall be received by the Developer in its name only.

11.1.3 Grant of Undivided share of Said Property: The Transferees of the saleable areas in the said Project who may enter into agreements for sale at the instance of the **Developer**, shall be entitled to obtain and be granted the proportionate, undivided and impartible ownership, right, title and interest in the Said Property by the Owners pertaining to and/or attributable to the area of the apartment/space agreed to be sold to and purchased and acquired by such Transferees from or through the **Developer** if all obligations of the **Developer** as laid down in these presents are fulfilled.

11.1.4 Dealing with the Project area: The **Developer** shall be at full liberty and have absolute power and authority, subject to the provisions made hereinbefore relating to execution of agreements for transfer, to deal with the said Developers allocation in such manner as may be deemed fit and proper and as may be decided by the **Developer** at its own risk and responsibility and it shall be entitled to enter into agreements for transfer by way of sale, lease and/or otherwise disposing off the Developer's allocation with Transferees. Further in the event of any future disputes with regard to such agreements as executed by the developers in such case the land owners shall not be responsible in any manner.

11.1.5 That this agreement shall be followed up with a supplementary agreement clearly demarcating owners and developer's allocation, within 90 days of sanctioning of the building plan.

12. FINANCIALS

12.1 Finance: Either before or after sanction of Building Plans and all other permissions, consents, clearances, registrations and no objections

Randy Suen

TULSA HOLDINGS
Partner
Pattilong

required for commencement of construction, the **Developer**, may at its own risk, cost and liability, arrange for financing of the Project by any Bank(s)/Financial Institution(s) (**Banker**) as loans advanced to the buyers of the said constructed areas of the said project. Such Finance would be secured by the Transferees. The Developer undertakes to use such amount for the purpose of the Development of this Project only.

12.2 The Owners shall produce all the original title deeds with respect to the said property as and when required by the Developer.

13. TRANSFER OF UNITS

13.1 **Transfer of Units:** In consideration of the **Developer** constructing the said Project, the Owners through their attorney, whose name shall be nominated by developer and shall execute Deeds of Conveyances of their undivided share in the land contained in the Said Property as be attributable to the respective Units in favor of the Transferees thereof, in such part or parts as shall be required by the **Developer**. Such Deeds of Conveyance relating to any block shall be executed by the Constituted Attorney of the owners.

13.2 **Cost of Transfer:** The costs of conveyances and the stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

13.3 **Possession to Transferees:** The possession of Units to the Transferees shall be delivered progressively at the end of the Project.

14. MUNICIPAL TAXES AND OUTGOINGS

14.1 **Municipal Taxes and Outgoings:** On and from the date of execution or these presences till the completion of the Project all land revenue and Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Property shall be exclusively borne, paid and discharged by the Developer.

Ravi Singh

TULSA HOLDINGS

Patil Singh
Partner

15. POSSESSION AND POST COMPLETION MAINTENANCE

15.1 Notice of Completion: As soon as any phase of the Said Complex is completed and made habitable and tenantable with adequate availability of utilities like electricity, water, sewerage, drainage etc, and Common Portions for proper use, occupation and enjoyment, the Developer shall give a written notice to the Owners. The Owners shall be free to take inspection thereof within 15 (fifteen) days from the date of receiving the said notice and shall within 7 days of inspection intimate in writing any defects/deficiencies, if any, which shall be rectified /removed by the Developer.

15.2 Possession Date and Rates: On and from the aforesaid date on which the Developer removes the defects/deficiencies, if any (**Possession Date**), the Parties shall become liable and responsible and/ or accountable for the Rates in respect of their respective allocations and the same shall be paid by or adjusted against them respectively and/or by their respective transferees. Since the Project will be constructed in phases, different blocks of the said Complex shall have different possession Dates.

15.4. Maintenance: The Developer shall frame a scheme for the management and administration of the said Complex and the maintenance shall be managed by the Developer or by an agency appointed by the developer only.

15.5 Maintenance Charge: The Developer shall hand over the management and maintenance of the common portions and services of the Said Complex to a professional agency or run itself, which shall collect the costs and service charge therefore (**Maintenance Charge**) It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Complex, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. The Owners hereby consent not to claim any cut or commission or share of such premium raised by the respective management agency. Further the owners' shall be liable to pay the monthly/yearly maintenance charges of their

Raviit Singh

P. Ratilal Singh
Partner

allocation commercial area at the rates for the maintenance charges determined for the commercial area by the Developer hereof or by the maintenance authority. For better clarity the maintenance charges shall be charged from the date of handover of the premises and presently Rs.5/- per Square feet is charged for commercial spaces.

15.6 Interest Free Maintenance Charge for one year to be paid by all the buyers and the said Corpus is to be collected and handed over to the society for its maintenance or any other requirement for the betterment of the society.

16. OBLIGATIONS OF DEVELOPER

16.1 Completion of Development within Completion Time: The Developer shall except in case of force majeure complete the entire process of development of the said Property within the completion time unless extended in writing by the Owners.

16.2 Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, Sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation.

16.3 Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.

✓ **16.4 Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architects, professional bodies, contractors, etc. The Owners shall, however, be consulted and kept informed from time to time.

Ravjit Singh

TULSA HOLDINGS

P. Ratilalyang
Partner

16.5 Specifications: The Developer shall use standard quality building materials as is provided in multistoried buildings as per the specifications mentioned in the **THIRD SCHEDULE** mentioned hereunder but it is clearly understood by the Parties that the specifications of all the Units shall be identical.

16.6 Commencement of the Project: The development of the Said property shall commence as per the specifications, building plans, schemes, rules, regulations, bye-laws and approvals of the planning authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect (hereof in any manner whatsoever).

16.7 Strict Adherence by Developer: The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default in terms of this Agreement.

16.8 Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility.

16.9 Tax Liabilities: All Tax liabilities in relation to the Developers Allocation only and security deposit paid in this agreement shall be borne by the Developer.

16.10 Permission for Construction: It shall be the responsibility of the Developer to obtain all permissions required from various Government authorities for sanction of the Building Plans and permission to execute the Project, However, the Owners will extend their co-operation to enable the Developer in obtaining the above mentioned permissions and clearances, The expenses to be incurred for obtaining all such sanctions and permissions shall (unless otherwise provided for in this Agreement) be borne by the Developer.

16.12 No Assignment: The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement.

16.13 No Violation of Law: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

16.14 No Obstruction in Dealing with Owners' Entitlements: The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying the benefits and advantages of the Owners entitlements.

17. CORPORATE WARRANTIES

17.1 By Developer: The Developer warrants to the Owners that:

17.1.1 Proper Incorporation: it is properly incorporated under the laws of India.

17.1.2 Right Power and Capacity: it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.1.3 Permitted by Memorandum and Articles of Association: the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

17.1.4 Board Authorization: The Board of Directors of the Developer has authorized the signatory to sign and execute this Agreement.

17.1.5 By Owners: The Owners warrant, represent and undertake to the Developer that:

17.2.1 Right Power and Capacity: they have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, are not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.2.2 Warranties Independent: Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

17.2.3 OWNER'S INDEMNITY:

- a) The owners hereby undertake, assures to indemnify the developer that they shall not cause unnecessary interferences in development and shall render all its cooperation and assistance as and when required by the developer.
- b) The owners hereby undertake to keep the developer indemnified against all third-party claims and actions against the land mentioned in Schedule hereunder.
- c) The owners shall take all responsibility and endeavors to sort out any kind of land disputes in respects of title and possession which may arise in future with their own cost and consequences. The developers shall have no liability and/or responsibility of the same in any manner whatsoever.
- d) The owner indemnifies that the Developer shall enjoy the sale proceeds of the constructed area of the building within their allocated area i.e., Developer's Allocation as mentioned herein
- e) The owner hereby declares and affirm that the Developer shall enjoy the sale proceeds thereof in the proposed building for which they or their future legal heirs shall never have any claim and demand at any time and we shall never revoke the said registered General Power of Attorney till the date of completion of registration of the entire constructed area.
- f) The owner hereby undertakes and assures that we shall not cause unnecessary interferences in development and shall render all our cooperation and assistance as and when required by the developer.

Ravish Singh

Pratibha
Prater

g) The owner undertakes to keep the developer indemnified against all third-party claims and actions against the land mentioned in Schedule hereunder.

h) The owner undertakes to compensate the developer adequately for all liabilities and investments vested by them in case the project is cancelled or stalled due to defect in title of land.

i) The owner takes all responsibility and endeavors to sort out any kind of land disputes in respects of title and possession which may arise in future with our own cost and at our consequences. The developers shall have no liability and/or responsibility of the same in any manner whatsoever.

18. LIMITATION OF LIABILITY

18.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect loss the suffered or incurred.

18.2 The Developer shall not be liable and responsible if any defect in the title of the land is found, and the owners shall be solely responsible for the same. The owners shall indemnify the developer with regard to any defect or dispute with regard to the title of the land and deeds.

19. MISCELLANEOUS

19.1 **Parties Acting under Legal Advice:** Each party has taken and shall take its own legal advice with regard to this agreement and all acts done in pursuance hereof and the other party shall not be responsible for the same.

19.2 **Essence of the Contract:** The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

19.3 **Documentation:** The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any

Ravith Suresh

Ravith Suresh
Partner

document for giving effect to all or any of the terms and conditions set out in this Agreement, The Owners shall however pay legal fees and other professional charges for its own advice/opinion.

19.4 No Implied Waiver: Failure or delay by either party to enforce any rights under this Agreement shall not be deemed to be an implied waiver of any such rights.

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

19.6 Name of Said Complex: The name of the Said Complex shall be decided later on.

20. TERMINATION & FORFEITURE

20.1 No Cancellation: Unless otherwise specifically provided in this agreement none of the Parties shall be entitled to cancel or rescind this agreement without recourse to arbitration. In the event of any default on the part of either party, the other Party shall be entitled to claim specific performance of this agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

21. FORCE MAJEURE

21.1 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, acts, pandemic, lockdown, events, omissions or accidents which are beyond the control of the Party so prevented and does not arise out of a breach or default by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supply, war, military

Hawit Suer

TULSA HOLDINGS

Patilgong
Patilgong

operations, riot, crowd disorder, terrorist action and civil commotion strike, lock-outs, labor unrest or other industrial action, non-availability of construction material, Labor, hike in prices of construction material and any legislation, regulation, ruling or any relevant Government or Court orders.

21.2 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 inform the other Party in writing within 14 (fourteen) days of the commencement of the event of force majeure specifying the nature and extent of the circumstances giving rise or the event/s of force majeure, Subject to written notification as above, neither Party shall be 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.

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

22. CONFIDENTIALITY

22.1 Confidential Information: Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which known/available in the public domain (**Confidential Information**).

22.2 Handling of Confidential Information: In consideration of Confidential Information of each Party (**Disclosing Party**) being made

Ravi + Supriya

Pratibha
Pratibha

available to the other Party (**Receiving Party**) under this AGREEMENT, the Receiving Party shall at all times:

22.2.1 Secrecy: treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

22.2.2 No Misuse: not to use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

22.2.3 No Third-Party Disclosure: not to disclose such confidential information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.

22.2.4 No Copying: not to make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

22.2.5 Acting on Instruction of Disclosing Party: upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

Ranjit Singh

TULSA HOLDINGS

Ranjit Singh
Partner

23. ENTIRE AGREEMENT

23.1 Supersession: This Agreement constitutes the entire Agreement between the Parties and revokes and supersedes all previous discussions/correspondence and Agreements between the Parties, oral or implied.

24. SEVERANCE:

24.1 Partial Invalidity: if any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

24.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

25. Reservation of Rights

Ravi Singh

TULSA HOLDINGS

Pratibha

25.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

25.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

25.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

25.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such party may otherwise have in law or in equity.

26. AMENDMENT /MODIFICATION

26.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this agreement.

27. NOTICE:

27.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered

Ravi Singh

TULSA HOLDINGS
Partner

personally, or by facsimile transmission, or sent by prepaid recorded delivers, or registered post with acknowledgement due to the proper address and for that attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the partners of the Owners.

27.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

27.2.1 Personal Delivery: if delivered personally, at the time of delivery.

27.2.2 Registered Post: if sent by prepaid recorded delivery or registered post on the 4th day or handing over the same to the postal authorities/service provider.

27.2.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made by producing the acknowledgement of receipt, or in the case of prepaid recorded delivery or registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

27.3 Electronic Mail: Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

To Owners: rs697659@gmail.com

To Developer: hello@tulsa.in

28. ARBITRATION

28.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively

Ranjit Singh

P. Ratilal Singh
Partner

Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

28.2 Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996 and any enactment and/or modification thereto.

28.3 Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist, of the following three Arbitrators:

28.3.1 Appointment by Owners: 1 (one) Arbitrator to be appointed jointly by the Owners.

28.3.2 Appointment by Developer; 1 (one) Arbitrator to be appointed by the Developer.

28.3.3 Chairman: The Chairman of the Arbitration Tribunal to be jointly appointed by the above 2 (two) Arbitrators.

28.4 Place: The place of arbitration shall be Siliguri only.

28.4.1 Language: The language of the arbitration shall be English.

28.4.2 Interim Directions: The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

28.4.3 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

28.4.4 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

Ravindra Singh

Pratibha
Partner

29. JURISDICTION

29.1 **Court:** In connection with the aforesaid arbitration proceedings, the Honorable High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

30. RULES OF INTERPRETATION

30.1 **Presumptions Rebutted:** It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

30.2 **Statutes:** In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

30.3 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

30.4 **Gender:** In this Agreement, words denoting any gender including all other genders.

30.5 **Party:** In this Agreement, any reference to a Party is all the parties to this Agreement.

30.6 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case

may be] of this Agreement and the schedules form a part of and are deemed to be incorporated in this Agreement.

30.7 Including: In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

30.8 Headings: In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the of this Agreement.

**FIRST SCHEDULE AS REFERRED TO ABOVE
(Said Property)**

All that piece and parcel of land measuring **1.998 KATHAS** appertaining to R.S. Plot No.133/369(One Three Three by Three Six Nine) of Mouza- **DABGRAM** of R.S. Sheet No.5(Five) recorded in the R.S. Khatian No.83/1(Eighty-Three by One), Pargana- **BAIKUNTHAPUR**, J.L. No.2(Two), Police Station: - **BHAKTINAGAR** under the jurisdiction of the **SILIGURI MUNICIPAL CORPORATION** Ward No. **42** in the District of **JALPAIGURI**.

Road:- SEVOKE ROAD , ZONE:- COSMOS MALL TO ORBIT MALL

The aforesaid land which is delineated on the Plan annexed hereto and bordered in color Red thereon is butted and bounded as under:

BY NORTH : LAND OF SHITAL ICE FECTORY

BY SOUTH : LAND OF TULSA HOLDING

BY EAST : LAND OF SHITAL ICE FECTORY

BY WEST : 60 FEET WIDE PUCCA SEVOKE ROAD

SECOND SCHEDULE AS REFERRED TO ABOVE
(Devolution of Title)

A. DEVOLUTION OF TITLE OF RAJ MANGAL SINGH:-

WHEREAS one **RAM CHANDRA ROY** sold land measuring 2 Bigha 1 katha 10 Chattak appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to **KUMARI SANTOSHI SETHI**, and executed a Deed of Conveyance duly registered in the office of the District Sub registrar, Jalpaiguri recorded in the Book No. I, being Document No. 1137 for the year 1963 supported by a Deed of Rectification duly registered in the office of the District Sub registrar, Jalpaiguri recorded in the Book No. I, being Document No. 2049 for the year 1984.

AND WHEREAS the above-named **KUMARI SANTOSHI SETHI** sold land measuring 3.33 katha appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to **SATYA NARAYAN SHARMA** and executed a Deed of Conveyance duly registered in the office of the Additional District Sub registrar, Jalpaiguri recorded in the Book No. I, being Document No. 5288 for the year 1997.

AND WHEREAS the above named **SATYA NARAYAN SHARMA** sold the aforesaid land measuring 3.33 katha appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to **RAJ MANGAL SINGH** and executed a Deed of Conveyance duly registered in the office of the Additional District Sub registrar, Jalpaiguri recorded in the Book No. I, being Document No. 477 for the year 1999.

AND WHEREAS possessing the aforesaid land and other movable and immovable properties the above-named Raj Mangal Singh died intestate leaving behind his wife **SMT POOJNI DEVI SINGH**, two sons **SRI RANJIT KUMAR SINGH**, **SRI RANBIJAY SINGH** and two daughters **SMT BIJETA KUMARI SINGH** and **SMT PRIYANKA SINGH** to inherit all his movable and immovable properties.

Ranjit Singh

TULSI HOLDINGS
Patil Singh

Ranjit Singh

TULSA HOLDINGS
Partner

AND WHEREAS the above named **SMT PRIYANKA SINGH** gifted her share in the aforesaid land measuring 0.666 Katha or 1.0989 Decimal out of the aforesaid total land measuring 3.33 katha appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to her brother **SRI RANJIT KUMAR SINGH** and executed a Deed of Gift duly registered in the office of the Additional District Sub registrar, Bhaktinagar recorded in the Book No. I, being Document No. 4275 for the year 2024.

AND WHEREAS as such the above-named **SRI RANJIT KUMAR SINGH** possessing of the aforesaid land measuring 1.332 Katha (0.666 Katha his inherited share and 0.666 Katha by virtue of gift from her sister by Document No. 4275 for the year 2024) sold and transferred the said land to one **M/s. TULSA HOLDINGS** and executed a Deed of Sale in its favor duly registered in the office of the additional District Sub Registrar, Bhaktinagar recorded in the Book No. I, Document No. 4714 for the year 2024.

AND WHEREAS the above named **SMT BIJETA KUMARI SINGH** gifted her share in the aforesaid land measuring 0.666 Katha or 1.0989 Decimal out of the aforesaid total land measuring 3.33 katha appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to her brother **SRI RANJIT KUMAR SINGH** and executed a Deed of Gift duly registered in the office of the Additional District Sub registrar, Bhaktinagar recorded in the Book No. I, being Document No. 5089 for the year 2024.

AND WHEREAS the above named **SMT POOJNI DEVI SINGH** gifted her share in the aforesaid land measuring 0.666 Katha or 1.0989 Decimal out of the aforesaid total land measuring 3.33 katha appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to her son **SRI RANJIT KUMAR SINGH** and executed a Deed of Gift duly registered in the office of the Additional District Sub registrar, Bhaktinagar recorded in the Book No. I, being Document No. 5414 for the year 2024.

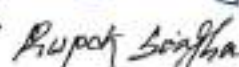
AND WHEREAS the above named **SRI RANBIJAY SINGH** gifted his share in the aforesaid land measuring 0.666 Katha or 1.0989 Decimal out of the aforesaid total land measuring 3.33 katha appertaining to R.S. Plot No.133/369 recorded in R.S. Khatian No. 83/1 of Mouza - Dabgram of Sheet No.5, J.L. No. 02 under the jurisdiction of Bhaktinagar Police Station in the District of Jalpaiguri to his brother **SRI RANJIT KUMAR SINGH** and executed a Deed of Gift duly registered in the office of the Additional District Sub registrar, Bhaktinagar recorded in the Book No. I, being Document No. ~~8381~~ for the year 2024.

AND WHEREAS as such the above-named **SRI RANJIT KUMAR SINGH** became the absolute owner of the aforesaid land measuring 1.998 Katha (0.666 Katha by virtue of gift from his sister by Document No. 5089 for the year 2024 and 0.666 Katha by virtue of gift from his mother by Document No. 5414 for the year 2024 and 0.666 Katha by virtue of gift from his brother by Document No. ~~8381~~ for the year 2024) and as such the land measuring 1.998 Katha is the subject matter of these presents and the landowners have entered into these Development Agreement and executing this presents for the said land.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE MENTION.

Witnesses:

1. 
Jhanu Biswas
S/O - R. Biswas
Sevoke Road, Siliguri-2
Darjeeling, West Bengal

2. 
Rupak Singh
S/O Kamal Singh
Bas para
Solejuri



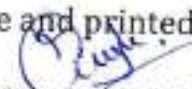
(OWNERS)

TULSA HOLDINGS


Partner

(DEVELOPER)

Drafted by me and printed at my office,


JUGAL SANGHAI
ADVOCATE/SILIGURI
Reg. No. WB/306/2011

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs.5,00,000/- (Rupees Five Lakhs only) as part Non/Refundable amount deposit in terms of this Agreement in the following manner.

Bank : HDFC BAN
 Date : 5/10/2024
 Cheque No. : 000007
 Amount : Rs.5,00,000.00

Ramit Singh
 (Owners)

Witnesses:

Jhantu Biswas
S/o - R. Biswas
Sevoke Road, Siliguri of
Darjeeling. West Bengal

Saibal Sanyal
S/o Paritosh Sanyal
S.F. Road, Siliguri
Dist. Darjeeling - W.B.

FINGER IMPRESSION

THUMB

FORE FINGER

MIDDLE FINGER

RING FINGER

LITTLE FINGER



LEFT

RIGHT



Ranjit Singh

SIGN.

Ranjit Kumar Singh

THUMB

FORE FINGER

MIDDLE FINGER

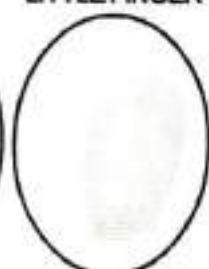
RING FINGER

LITTLE FINGER



LEFT

RIGHT



TULSA HOLDINGS
Pratik Garg
Partner

SIGN.

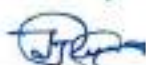
Pratik Garg

IDENTIFIER PHOTOSHEET

PHOTO



LEFT THUMB IMPRESSION

A handwritten signature in blue ink, appearing to read 'Jhantu Biswas', written over a horizontal line.

Signature of the Identifier
(JHANTU BISWAS)

$$\frac{1}{1000} \text{ m}^3$$

मौका ७५४५५५५

John

2002-2003 年

परीक्षा केंद्र सं. ४७/२

[illegible]

[illegible]

Major Information of the Deed

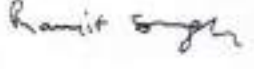
Deed No :	I-0711-08496/2024	Date of Registration	24/12/2024
Query No / Year	0711-2003241293/2024	Office where deed is registered	
Query Date	21/12/2024 2:26:47 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	JUGAL SANGHAI Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7865937853, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4306] Other than Immovable Property, Sale [Rs : 5,00,000/-], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,44,85,499/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 45,020/- (Article:48(g))	Rs. 5,021/- (Article:E, E, A(1))		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Sevoke Road, Road Zone : (Cosmos Mall – Orbit Mall) , Mouza: Dabgram Sheet No - 5, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-133/369	RS-83/1	Commercial Use	Dehala	1.998 Katha	1/-	1,44,85,499/-	Width of Approach Road: 60 FT., Adjacent to Metal Road,
Grand Total :					3.2967Dec	1 /-	144,85,499 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RANJIT KUMAR SINGH (Presentant) Son of Late Raj Mangol Singh Executed by: Self, Date of Execution: 24/12/2024 , Admitted by: Self, Date of Admission: 24/12/2024 ,Place : Office		 Captured	
		24/12/2024	L11 24/12/2024	24/12/2024

Prakash Nagar, Near Sita Mansion Building, SMC Ward No.43,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Advocate, Citizen of: India Date of Birth:XX-XX-1XX8 , PAN No.:: AWxxxxxx6P, Aadhaar No: 40xxxxxxxx8991, Status :Individual, Executed by: Self, Date of Execution: 24/12/2024
 , Admitted by: Self, Date of Admission: 24/12/2024 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	TULSA HOLDINGS Shanti Square 2½ Mile. Sevoke Road,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Date of Incorporation:XX-XX-2XX2 , PAN No.:: AAxxxxxx1N,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature											
1	<table><tr><th>Name</th><th>Photo</th><th>Finger Print</th><th>Signature</th></tr><tr><td>Mr PRATIK GARG Son of Mr: Suresh Agarwal Date of Execution - 24/12/2024, , Admitted by: Self, Date of Admission: 24/12/2024, Place of Admission of Execution: Office</td><td> Dec 24 2024 3:28PM</td><td> Captured L71 24/12/2024</td><td> 24/12/2024</td></tr></table>	Name	Photo	Finger Print	Signature	Mr PRATIK GARG Son of Mr: Suresh Agarwal Date of Execution - 24/12/2024, , Admitted by: Self, Date of Admission: 24/12/2024, Place of Admission of Execution: Office	 Dec 24 2024 3:28PM	 Captured L71 24/12/2024	 24/12/2024	Tulsa Kutir,E-09/13,Utrayaon Township, Behind Montana Vista Club,, City:- , P.O:- Matigara, P.S:- Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX9 , PAN No.: AExxxxxx8M, Aadhaar No: 97xxxxxxxx1168 Status : Representative, Representative of : TULSA HOLDINGS (as Partners)		
Name	Photo	Finger Print	Signature									
Mr PRATIK GARG Son of Mr: Suresh Agarwal Date of Execution - 24/12/2024, , Admitted by: Self, Date of Admission: 24/12/2024, Place of Admission of Execution: Office	 Dec 24 2024 3:28PM	 Captured L71 24/12/2024	 24/12/2024									

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Jhantu Biswas Son of Mr. R Biswas Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	 24/12/2024	 24/12/2024	 24/12/2024

Identifier Of Mr RANJIT KUMAR SINGH, Mr PRATIK GARG

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr RANJIT KUMAR SINGH	TULSA HOLDINGS-3.2957 Dec

Endorsement For Deed Number : I - 071108496 / 2024

On 24-12-2024

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

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

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

Presented for registration at 13:50 hrs on 24-12-2024, at the Office of the A.D.S.R. BHAKTINAGAR by Mr RANJIT KUMAR SINGH ,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 1,44,85,499/-

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

Execution is admitted on 24/12/2024 by Mr RANJIT KUMAR SINGH, Son of Late Raj Mangal Singh, Prakash Nagar, Near Sita Mansion Building, SMC Ward No.43., P.O: Siliguri, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Advocate

Identified by Mr Jhantu Biswas, ., Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service

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

Execution is admitted on 24-12-2024 by Mr PRATIK GARG, Partners, TULSA HOLDINGS (Partnership Firm), Shanti Square 2½ Mile, Sevoke Road,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734001

Identified by Mr Jhantu Biswas, ., Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021.00/- (A(1) = Rs 5,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/12/2024 1:32PM with Govt. Ref. No: 192024250329392448 on 24-12-2024, Amount Rs: 5,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 4557528366017 on 24-12-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 45,020/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 44,020/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 28403, Amount: Rs.1,000.00/-, Date of Purchase: 28/11/2024, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 24/12/2024 1:32PM with Govt. Ref. No: 192024250329392448 on 24-12-2024, Amount Rs: 44,020/-, Bank: SBI EPay (SBIEPay), Ref. No. 4557528366017 on 24-12-2024, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2025, Page from 2502 to 2546

being No 071108496 for the year 2024.



Digitally signed by BISWARUP GOSWAMI
Date: 2025.01.09 13:04:43 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 09/01/2025
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.