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THE REGISTRAR HAS RECEIVED THE PROPER COPY
 OF THE INSTRUMENT AND THE ENFORCEMENT ATTACHED
 TO THIS DOCUMENT AND IS ISSUING THIS DOCUMENT.

Addl. District Sub-Registrar,
 Singuri-2 at Bagdogra

22 MAR 2022

Bronode Gang

Charuk Gang

Ratan Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director


DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON
 THIS THE 21st DAY OF MARCH 2022 AT
 SILIGURI.

Sl. NO. 36970 Date 18.2.2022
PURCHASER SGMG Construction Private Limited
Full Address Siliguri
Total Value 1000/-
Stamp Purchased from JPG Treasury-1

STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri


✓ Promode Garg
 12062

✓ Promode Garg
  12063
Shamita Garg

✓  12064
Ratan Kumar Agarwal

✓  12065

✓ Babita Agarwal

 12066
SGMG Construction Pvt. Ltd.
Director



Mktg. In-charge
S/o Sushil Kumar Mishra


S. J. Mishra

B E T W E E N

Promode Garg
Sharmila Garg

Ratan Kumar Agarwal

Babita Agarwal
SGMG Construction Pvt. Ltd.

1. **SRI PROMODE GARG (PAN: AGUPG1645F)** S/o Sri Jodhraj Agarwal alias Jodhraj Garg, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Kalawati Sadan, Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri - 734004, P.O. Siliguri, P.S. Siliguri, District - Darjeeling in the State of West Bengal.

2. **SMT SHARMILA GARG (PAN: AGTPG6492K)** W/o Sri Promode Garg, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Kalawati Sadan, Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri - 734004, P.O. Siliguri, P.S. Siliguri, District - Darjeeling in the State of West Bengal.

3. **SRI RATAN KUMAR AGARWAL (PAN: AFJPA8953V)** S/o Sri Jodhraj Agarwal alias Jodhraj Garg, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri - 734004, P.O. Siliguri, P.S. Siliguri, District - Darjeeling in the State of West Bengal.

4. **SMT BABITA AGARWAL (PAN: AFJPA8954M)** W/o Sri Ratan Kumar Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of Neli Sengupta Sarani, Babupara, Ward No. 27, Siliguri - 734004, P.O. Siliguri, P.S. Siliguri, District - Darjeeling in the State of West Bengal

--- hereinafter jointly and collectively called the **LAND OWNERS/FIRST PARTY** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **ONE PART**.

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Shamade Gang
Ratan Kumar Agarwal
Babita Agarwal
SGMG Construction Pvt. Ltd.
Director

SGMG CONSTRUCTION PRIVATE LIMITED (PAN:- AAKCS6918E) A Private Limited, Company incorporated under the provision of Companies Act, bearing certificate of Incorporation No. U70101WB2005PTC103888 Dated 23.06.2005 having its registered Office at C/o Sushil Kumar Mittal, Cosmos Valley, B.S.F Road, Salugara, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri --- hereinafter called **DEVELOPER/ SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, executors, successors, administrators, representatives and assigns) of the **OTHER PART** represented by one of its Director duly authorized for this purpose **SRI SUSHIL KUMAR MITTAL (PAN: AUAPM6096Q)** S/o Late Gangadhar Agarwal, Hindu by religion, Indian by Nationality, Director of the above named company, Business by Occupation, resident of Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Siliguri-734001, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri.

WHEREAS Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** jointly acquired a piece and parcel of land measuring 0.20 Acre appertaining to R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in L.R. Khatian No. 261 of Mouza-Malahar in the District of Darjeeling by virtue of registered Deed of conveyance executed by **SULOOCHANA DEVI** and registered at the office of Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 1, Pages 278 to 293, being Document No. 00023 for the year 2012.

AND WHEREAS Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** jointly acquired a piece and parcel of land measuring 0.30 Acre appertaining to R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in L.R. Khatian No. 261 of Mouza-Malahar in the District of Darjeeling by virtue of registered Deed of conveyance executed by **SULOOCHANA DEVI** and registered at the office of Additional District Sub-Registrar Siliguri-II at Bagdogra and recorded in Book No. I, CD Volume No. 21, Pages 1 to 17, being Document No. 08143 for the year 2011.

Pranode Garg
Sharmila Garg

Ruban Kumar Agarwal
Babita Agarwal

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Director

AND WHEREAS possessing the aforesaid landed property abovenamed First Party/Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** hereof duly mutated their name at the office of B.L. & L.R.O., Matigara, and Land Owner No. 3 hereof **SRI RATAN KUMAR AGARWAL** got his name recorded in L.R. Khatian No. 580, Land Owner No. 3 hereof **SMT BABITA AGARWAL** got her name recorded in L.R. Khatian No. 581, **NIRMAL AICH** got his name recorded in L.R. Khatian No. 578 and **KAMAL AICH** got his name recorded in L.R. Khatian No. 579 of Mouza-Mouza-Malahar in the District of Darjeeling.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party/Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** hereof duly converted their land from Rupni to Township from the office of S.D.L & L.R.O., Siliguri, vide Memo No. 657, 658, 659 & 661 Dated 11/04/2018 in respect of land measuring 50 Decimal appertaining to forming part of L.R. Plot No. 31, recorded in L.R. Khatian No. 578, 579, 580 & 581 of Mouza-Mouza-Malahar in the District of Darjeeling.

AND WHEREAS Owner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** along with **SAMIR AICH & MITHU AICH** acquired piece and parcel of land measuring 0.03 Acre appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in old Khatian No. 261 corresponding to L.R. Khatian No. 578, 579, 580 & 581 of Mouza - Malahar in the District of Darjeeling and Land Owner No. 3 and 4 hereof **SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** along with **NIRMAL AICH & KAMAL AICH** acquired piece and parcel of land measuring 0.03 Acre appertaining to and forming part of Plot No. 223 corresponding to L.R. Plot No. 467, recorded in old Khatian No. 1145, 1709 corresponding to L.R. Khatian No. 1779, 1780, 1781 & 1782 of Mouza - Mahishmari in the District of Darjeeling by virtue of registered Deed of Exchange

Promode Garg

Sharmila Garg

Rohini Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.
Director

executed in Between themselves and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2018, Pages 17236 to 17258, being Document No. 040300846 for the year of 2018, supported by Deed of Declaration registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. IV, Volume No. 0403-2018, Pages 2882 to 2903, being Document No. 040300205 for the year 2018.

WHEREAS Landowner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** acquired a piece and parcel of land measuring 0.10 Acre appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to Khatian No. 261 (old), 578 & 579 (new) of Mouza - Malahar in the District of Darjeeling by virtue of a registered Deed of Conveyance jointly executed by **NIRMAL AICH & KAMAL AICH** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Pages 40428 to 40452, being Document No. 040301287 for the year of 2022.

AND WHEREAS Owner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** also acquired a piece and parcel of land measuring 0.01 Acre appertaining to and forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in Khatian No. 1145 (old), 2367 (L.R.) of Mouza-Mahishmari in the District of Darjeeling and land measuring 0.14 Acre appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to Khatian No. 261 (old), 578 & 579 (L.R.) of Mouza - Mahalar in the District of Darjeeling by virtue of registered Deed of Conveyance jointly executed by **NIRMAL AICH & KAMAL AICH** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, Volume No. 0403-2022, Pages 40453 to 40478, being Document No. 040301288 for the year of 2022.

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Sharmila Garg

Reston Minor Agreement

Babita Agarwal

SGMG Construction Pvt. Ltd.

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AND WHEREAS Owner No. 1 and 2 hereof **SRI PROMODE GARG & SMT SHARMILA GARG** also acquired a piece and parcel of land measuring 0.005 Acre appertaining to and forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in Khatian No. 1145 (old), 2367 (New) of Mouza-Mahishmari in the District of Darjeeling by virtue of registered Deed of Conveyance jointly executed by **NIRMAL AICH & KAMAL AICH** and registered at the office of the Additional District Sub-Registrar, Siliguri-II at Bagdogra and recorded in Book No. I, being Document No. 040302627 for the year of 2022.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party/Land Owner hereof duly mutated their name at the office of B.L. & L.R.O., Matigara, and got their name recorded in L.R. Khatian No. 580, 581, 1072 & 1073 in respect of land measuring 47 Decimal of L.R. Plot No. 31 of Mouza-Malahar in the District of Darjeeling and also got their name recorded in L.R. Khatian No. 2373, 2374 & 2762 in respect of land measuring 3 Decimal of L.R. Plot No. 467 of Mouza-Mahismari in the District of Darjeeling.

W H E R E A S :

A. The Owner is seized and possessed of and/or otherwise well and sufficiently entitled to All That the piece and parcel of land containing an area 47 Decimal be the same a little more or less situated at Mouza-Malahar, Pargana-Patharghata, J.L. No. 46, comprising in R.S. Dag No. 16/53 corresponding to L.R. Dag No. 31 under R.S. Khatian Nos. 12 corresponding to L.R. Khatian No. 580, 581, 1072 & 1073, P.S. Pradhan nagar, District-Darjeeling and 3 Decimal be the same a little more or less situated at Mouza-Mahismari, Pargana-Patharghata, J.L. No. 47, comprising in R.S. Dag No. 223 corresponding to L.R. Dag No. 467 under old Khatian Nos. 1145 corresponding to L.R. Khatian No. 2373, 2374 & 2762, P.S. Pradhan nagar, District-Darjeeling, more fully and particularly described in the **First Schedule** hereunder written (hereinafter referred to as the **said Property**).

B. The Owner and the Developer have negotiated and arrived at an agreement to develop the said Property for mutual benefit and have agreed to execute this agreement to record the terms and conditions mutually agreed upon by them.

Promode Garg
Sharmila Garg

Ratan Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.
Director

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

PART - I
DEFINITION

Unless the context otherwise admits, the following words shall have meanings respectively assigned to them hereunder:-

1.1 "OWNERS/FIRST PARTY" shall mean the above named **SRI PROMODE GARG, SMT SHARMILA GARG, SRI RATAN KUMAR AGARWAL & SMT BABITA AGARWAL** and shall also include their successors, legal representatives, administrators and assigns.

1.2 "DEVELOPER/SECOND PARTY" shall mean the above named **SGMG CONSTRUCTION PRIVATE LIMITED**, and shall also include its Partners, successors in office, legal representatives, administrators and assigns.

1.3 "LANDED PROPERTY" shall mean all that piece and parcel of land measuring 0.47 Acres appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to L.R. Khatian No. 580, 581, 1072 & 1073 of Mouza - Malahar, J.L. No. 46, Pargana-Patharghata in the District of Darjeeling, and land measuring 0.03 Acre appertaining to and forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in Old Khatian No. 1145 corresponding to L.R. Khatian No. 2373, 2374 & 2762 of Mouza - Mahismar, J.L. No. 47, Pargana-Patharghata in the District of Darjeeling and as more fully described in the schedule herein below.

1.4 "PROPOSED BUILDING" (s) shall mean and include multistoried residential cum commercial building(s) /towers or mixed use buildings as decided by the Developer in its discretion to be constructed on the below scheduled landed properties in accordance with the building plans.

Pranode Ghosh

Shanika Ghosh

Peter Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director

1.5 **"BUILDING PLAN"** shall mean the plans, drawings and specifications of the multistoried buildings/ towers as caused to be prepared by the Developer from the Architects and sanctioned for construction by the Siliguri Municipal Corporation / Panchayat Samithy / Siliguri Jalpaiguri Development Authority and or any other appropriate and/or competent authority of the Government and shall include modification or amendments and or supplementary plans which may be made from time to time.

1.6 **"THE ARCHITECTS"** and Civil Engineers structure Engineers shall mean such Architect (s) and Engineer(s) who have been or will be appointed by the Developer for designing, planning, drawing of Plan(s) for the construction of the residential, commercial or mixed use buildings/towers and to supervise the execution of the said plans and specifications in course of construction and erection of the proposed buildings/towers.

1.7 **"UNIT"(s)** shall mean the Flats, apartments, car parking, Garage, shops, offices, showrooms and or other independently usable portions/unitd of the proposed **BUILDINGS/TOWERS** including in the basement, if any which are intended to be and or capable of being independently and exclusively held, used, occupied and enjoyed by any person and shall include the open terraces, if any attached to any units and/or being independently sold.

1.8 **"COMMON FACILITIES AND AMENITIES"** shall mean and include corridors, hallways, stair ways, passage ways, lifts, common lavatories, pump and lighting for common spaces provided by the Developer such as pump room, tube well, overhead and underground water tank, water pump and motor, electric and water installations including cables, pipes etc. Roads path ways, driveways, common parks and lawns, boundary walls, security quarters, gate and similar areas, constructions, installations and utility services not intended for exclusive use of the occupants of any one or some units only.

Shamida Gang

Shamida Gang

Ratan Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

[Signature]
Director

1.9 Sale of Saleable Constructed Spaces: The saleable Constructed spaces in the new Buildings upon the development of the said Project (including car parking spaces, servant quarters, open terraces etc. if any) shall be sold together with undivided, indivisible, impartible, proportionate share and/or interest in the land compromised in the said premises and the common portions, and all recieveables regarding the same as also any amount that may be received from the Transferees on account interest, penalty, compensation and /or forfeited amount and/or transfer/nomination fees etc. it is further clarified that the amounts recieveable by the Developer under the clause common maintenance / society fund are not part of the sale Proceeds and the same shall belong solely to the Developer.

That any balance of saleable units which could not be sold in due time shall be distributed between the Owner and the Developer in the Ratio of 40:60, and further after such distribution the Party whosoever enters into an agreement with the prospective/intending buyer shall be solely responsible if any breach happens in such agreements and is not binding or related to the other Party.

1.10 **"OWNER/FIRST PARTY ALLOCATION"** OF SALE PROCEEDS: The Owners's share of sale proceeds shall mean 40(Fourty) percent of the sale proceeds.

1.11 **"DEVELOPER/SECOND PARTY ALLOCATION"** OF SALE PROCEEDS: The Developer's share of sale proceeds shall mean 60(Sixty) percent of the sale proceeds.

1.12 **"TRANSFER"** with its grammatical variations shall include transfer by registered instrument/s and subsequent delivery of possession and by any other means adopted for affecting what is understood as a transfer of space in a multi-storied building to the purchaser/s thereof under provision of Law.

Pranode Choudhary
Shamika Singh

Roban Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.
Director

1.13 "**TRANSFEREE**" shall mean person(s), firm, limited company, associations of person to whom any space in the new building has been transferred.

1.14 "**NO PREVIOUS DEVELOPMENT AGREEMENT**": The Owners have in no way entered into any such previous Agreement regarding the premises that may create any third party rights whatsoever.

1.15 "**INTERPRETATIONS**": In this AGREEMENT (save to the extent that the context otherwise so requires)

- a. Any reference to any act of Parliament or legislature whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all rules, instruments, orders, plans, regulations, bye laws permissions or directions any time issued under it.
- b. Reference to any agreement, contract, deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified and/or supplemented.
- c. A reference to a statutory provision shall include a reference to any modification or re enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- d. Any reference to this agreement or any of the provisions thereto shall include all amendments and modification made to this AGREEMENT in writing from time to time.
- e. The SCHEDULE to this AGREEMENT shall have effect and be construed as an integral part of this AGREEMENT.

PART - II
(COMMENCEMENT OF THE AGREEMENT)

2. This Agreement shall commence and/or shall be deemed to have commenced on and with effect from the date of execution of the development agreement.

Pranade Singh
Shamika Singh

PART - III

(REPRESENTATIONS OF THE OWNER/FIRST PARTY)

Ratan Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.
Director

At and before entering into this agreement the owner/ First party has represented (REPRESENTATIONS) and assured the Developer as follows:-

3.1 That the owners/First party are the absolute owners of the entire landed property since its purchase and is in possession of the said space.

3.2 That the owners have a clear, good, marketable title in respect of the said landed property and the same is free from all encumbrances, charges, liens, lispendens, attachment and trust whatsoever.

3.3 That there is no Bargadar, Bhagchais, Aadindang, Joredang in the said landed property nor any names as such are recorded in the office of the B.L.&.L.R.O, Matigara.

3.4 That the owners do not hold any excess land within the meaning of the land ceiling & regulation Act as amended up to date.

3.5 The said landed property or any part thereof to the knowledge of the first party is not affected by any scheme or alignment of state of West Bengal or Siliguri Municipal Corporation or Siliguri Jalpaiguri Development Authority or any scheme of any other public body or for public purposes.

3.6 That excepting the first party nobody else has any right, title, interest, claim or demand into or upon the said landed property or any part or portion thereof.

3.7 That there is no suit, case, arbitration proceeding or any other legal proceeding pending before any Court/courts nor there is any threat of any legal proceeding being initiated against the first party/owner in respect of the entirety of the said landed property on any account whatsoever or howsoever.

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Shamika Gangi

Ratan Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director

3.8 That the first party after its purchase have to mutated the said landed property in their respective name with the office of the B.L. & L.R.O, Matigara at its own cost and have to pay up to date Khazana/rent to the Superior Landlord, now the State of West Bengal till 31.03.2022.

3.9 That all panchayat/municipal, taxes and other outgoing payable in respect of the said entire premises up to the date of execution of the present development Agreement have been paid by the owner and the owner has declared to have kept the Developer and its successor and/or successors harmless and fully indemnified from all cost, charges, claims, action, suits and proceeding in respect of the below schedule property.

3.10 That the first party/owner has not entered into any agreement for sale or for transfer or for development and nor has created any interest of third party into or upon the said premises or any part or portion thereof prior to entering into this present.

PART - IV

(REPRESENTATIONS OF THE DEVELOPER/SECOND PARTY)

- 4.1 The Developer shall start the process of the construction of the residential cum Commercial building or mix use building on the below "A" schedule land at its own cost.
- 4.2 The Developer is of good financial capacity and well known for its development activities and is competent to enter into the said agreement.
- 4.3 The Developer is of good and sound technical knowledge and well acquainted with construction activities.
- 4.4 The Developer/s is well reputed for its construction purpose.

PART - V

(OBLIGATIONS OF THE OWNERS/FIRST PARTY)

Shamada Singh

Shamada Singh

Ratan Kumar Agarwal

Bobita Agarwal

SGMG Construction Pvt. Ltd.

[Signature]
Director

5.1 The first party hereby had permitted and granted exclusive right to the second party hereof to develop said landed property and to build, construct upon and commercially exploit the said landed property by constructing residential cum commercial buildings/towers or mixed use buildings, clubs, swimming pool or any other amenities as the second party/developer hereof deemed fit and the developer undertook to provide all those amenities and it was completely their liability.

5.2 The rights granted to the second party/developer hereof to develop the aforesaid landed property shall not be revoked by the first party/owner, except in case the violation which cannot be rectified/cured by the Developer on being pointed out in writing by the owner. Sufficient time shall be allowed by the owner to the developer for cure/rectification of any violation by the developer, if any on the part of the second party with the terms and condition mentioned herein.

5.3 That the First Party made free the said landed property from all sorts of encumbrances, charges, mortgages, liens whatsoever and shall produce original title deed and other documents as and when required.

5.4 That in case, if in future any dispute is found in relation to the "A" scheduled land then in such case the First Party hereof shall be liable to clear of the title within 6(Six) Months from the date of occurrences of the dispute and if they fail to do so the developers hereof shall be at liberty to rescind this agreement and in such event the First Party/Owner shall be bound to refund the entire amount of Security Deposit, expenses incurred till such date within Six Month and the amount of interest/compensation to be decided by the arbitrator.

5.5 That the first party cleared all taxes, existing liability of electricity charges, outstanding of land taxes etc. dues settle claims whatsoever with all the government departments or any person whosoever.

Pranode Ghosh
Shanika Gay

Ratan Kumar Agarwal
Babita Agarwal

SGMG Construction Pvt. Ltd.
Director

5.6 That the members of First party after the execution of this indenture shall not be entitled to file any suit, complain or FIR against each other and in between themselves in relation to the below "A" Scheduled landed property so as to affect the development/ construction work/sales of the developer and in case if they do so they shall be liable to compensate for all the losses suffered by the Developer and the delay caused by such activity shall not be considered delay (as mentioned in Part - VIII) in commencing the Development work. However if any abnormal delay (more than Six month) is caused due to the activities of the First Party, Second Party shall have liberty to cancel/terminate this Agreement and claim for alternate remedy available to it as mentioned in this Agreement.

5.7 That the first party has obtained and shall continue to obtain other necessary permissions and clearances as be required from time to time to enable the Developer to obtain sanction/extension of the plan, to construct the New Buildings on the said Property and to sell and transfer the proposed building in terms mentioned hereinafter.

5.8 That after compliance of the obligations contained herein above or earlier at the sole discretion of the Developer, the Developer has caused to prepare the plan for construction of the Building/tower(s), clubs, swimming pool or any other amenities which the second party hereof may deem fit on the said landed Property and apply to the concerned authorities for sanction of the same.

5.9 That for the purposes connected with the preparation, submission and sanctioning of the plans and other related purposes, the first party/owner shall render all co-operation and assistance to the Developer hereof and shall sign execute and deliver and submit all papers, plans, applications, documents, powers and authorities and arrange to produce the title deeds and other papers and documents relating to the said Landed Property as may from time to time be required of by the Developer and/or the Architects.

Pranode Ghosh

Shanvika Gang

Rohini Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director

5.10 That the Owner/first party agree and covenant with the Developer/second party not to cause any interference or hindrance in the construction of the proposed Building/towers on the Said Landed Property by the Developer and not to do any act deed or thing whereby the rights of the Developer created hereunder may be affected or the Developer are prevented from making or proceeding with the construction of the Buildings or selling or otherwise transferring the Developer's Allocation and in case the Owners do so, then the Owners shall be liable to indemnify and keep saved, harmless and indemnified the Developer from and against all losses damages costs claims demands consequences suffered or likely to be suffered by the Developer thereby or by reason thereof.

5.11 That the original title deed and all other relevant documents in relation the below "A" schedule landed property shall remain in custody of the Owners and that they shall and will from time to time and at all times hereafter upon every reasonable request produce or cause to be produced to the Developers or their attorneys or agents or as they or any of them may direct at any trial, hearing, commission, examination or otherwise as occasion shall arise such documents of title and shall also allow to take copies or extracts or abstracts there from and shall and will in the meantime unless prevented as aforesaid keep the same safe unobliterated and uncancelled.

5.12 That the first party shall be solely liable and responsible to settle all the issues, disputes, claims, encumbrances whatsoever if any with respect to the landed property or touching the same within the 6(Six) months from the date of occurrence of such obstruction/ hinderances. If the first party fails to settle the disputes within the stipulated period the second party shall be entitled to have the entire refund of its security deposit along with the Expenses incurred till date and the time period for the fulfillment of the obligations of the second party shall also be increased their upon. Further in this case the first party shall not be entitled to claim any monetary gains or forfeit the security deposit.

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Shamila Gay

Rabun Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director

5.13 That the first party/Owner hereby agree and further covenants with the Developer as follows:-

- (a) Not to cause any interference or hindrance or obstruction in the construction of the proposed Buildings in the Said Property by the Developer and/or its agents.
- (b) To be responsible for payment of all taxes and liabilities on the Said Property upto 31.03.2022.
- (c) To render necessary co-operation and assistance to the Developer in construction and completion of the proposed Buildings.
- (d) Not to do any act, deed or thing whereby the Developer be prevented from selling transferring, dealing with or disposing of the Developer's Allocation or any part thereof otherwise in terms of Part XIII of this agreement.
- (e) Not to let out, grant lease, mortgage, charge or otherwise encumber the Said Property or any part thereof but nothing contained herein shall prevent the owners to deal with and dispose of the owners' Allocation in terms hereof in terms of Part XIII of this agreement.

5.14 That the owner/first party shall pay and/or cause the buyers of units in the Owners' Allocation to make payments to the Developer the following:

- i) Proportionate share of the betterment fees, and other levies taxes duties and statutory liabilities that may be charged imposed or levied on the Buildings or on transfer or construction thereof and the same shall be paid within 7 days of the demand being made by the Developer.
- ii) All other charges and deposits for any other extra/additional facility/ amenities/ utilities provided in the project.

5.15 That the Directors of the second party shall be jointly or severally liable to complete and fulfill all the obligations and commitments of the second party mentioned hereinafter.

Shamade Singh

Shamade Singh

Rajendra Kumar Agarwal

Babita Agarwal

SGM Construction Pvt. Ltd.
Director

5.16 That the First Party shall execute and register a "Irrevocable Power of Attorney" in favour of the Second Party inculcating the terms and conditions mentioned herein.

PART - VI
(DEVELOPER'S/ SECOND PARTY OBLIGATIONS)

6.1 That the developer shall have the right to prepare, apply for and get the building plan sanctioned from the concerned/ appropriate authorities at its own cost and expenses.

6.2 That the Developer shall at its own costs and expenses construct multistoried Buildings Blocks on the said Landed Property in accordance with the sanctioned plans by concerned authorities with such modifications thereof and/or alterations thereto as may be made from time to time by the Developer upon modifying the building plan with the concerned and appropriate authorities.

6.3 That the Developer shall construct the multistoried Building/tower(s) in good order and shall use standard quality of materials. The quality of materials shall be such as may from time to time be recommended by the Architect and such recommendation of the Architect shall be acceptable to the parties hereto.

6.4 That the Developer at its own cost and expenses shall obtain connections for water, electricity, drainage, sewerage and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction of the Buildings. The said connection may be in the name of the Developer and/or the Owners and/or both of them.

6.5 The Developer shall have all necessary authorities for undertaking and carrying out works for and incidental to the construction and completion of the Buildings and obtaining inputs, utilities and facilities therein as stated hereinabove and the Owners agree to execute such papers and documents and do such other acts deeds and things as be reasonably required by the Developer thereof.

Ganesh Gang

Shamika Gang

Pooja Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director

6.6 That the developer is entitled and shall at its own cost employ, engage, appoint such contractors, sub-contractors, engineers, labourers, mistries, caretakers, guards, staffs and other employees and at such remuneration, consideration and on such terms and conditions as be deemed necessary by the Developer. Such employees, staffs shall be the employees of the Developer and the Owners shall not in any way be liable or responsible for their salaries, wages, remuneration, fee, charges etc.

6.7 That in general all the expenses, fees of the architects, engineers for the drawing, preparation of the plan and all other incidental cost, charges payable shall be borne and paid by the developer/second party.

6.8 That the Second Party/Developer shall be solely liable and responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed multistoried buildings and towers.

6.9 That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the Promoter under the prevalent laws, if and as applicable, and for that to sign execute and deliver all applications forms, documents papers etc.

6.10 That the second party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses.

PART - VII
(SECURITY DEPOSIT)

7.1 That the second party had paid a Sum of Rs. 80,00,000/- (Rupees Eighty Lakhs) only as interest free adjustable security deposit to the First party hereof by The Second Party. That on the request and Consent of Landowner No. 3 & 4 aforesaid amount of Rs. 80,00,000/- (Rupees Eighty Lakhs) only had been made to First Party No. 1 & 2 hereof.

Shamada Garg

Shameta Garg

Rajon Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

The said interest free adjustable security deposit has been paid to the First party in the manner herein below:

7.2 That it has been mutually agreed upon by both the parties that a quarterly arrangement will be made between both the parties wherein the sale proceed shall be apportioned between both the parties in the ratio of 40 : 60 and such proceed shall be made after the deduction of 1/8th portion of the adjustable security Deposit to the First Party which is equivalent to Rs. 10,00,000/- (Rupees Ten Lakhs) only and such payment/settlement shall be made within 1 month from the date end of such quarterly arrangements and such payments shall be net of GST or any other taxes that may be applicable.

PART - VIII
(COMMENCEMENT OF CONSTRUCTION)

8.1 The Developer shall commence construction of New Building within 6 (Six) Months hereof. The Developer hereof shall construct, erect and complete the same at his own costs.

8.2 That the Architects and Engineers so appointed shall be the deciding authority for the quality of the material used in construction and of the construction work too. They shall also be authorized to declare whether the residential/commercial premises are fit for possession or not.

8.3 That the construction shall be completed within 2 (Two) years of sanction of the building plan subject to force majeure. Further the stipulated time can be extended for a period of not more than 6 months. In case the construction is not completed as per the scheduled time plus the extended period of 6 months, then the developer will be liable for interest in the form of Rs. 5,000/- per day till the time of Completion of the Construction to the landowners/First Party by the Second Party.

Premade cross

Shamika Singh

Rajesh Kumar Agarwal

Babita Agarwal

*SGMG Construction Pvt. Ltd.
Director*

8.4 That the Project shall be the Completed deciding authority for the quality of the material used in construction and of the construction work too. They shall also be authorized to declare whether the residential/commercial premises are fit for possession or not.

PART - IX
(CANACELLATION OF AGREEMENT AND FORFEITURE OF SECURITY DEPOSIT)

9. The First Party shall not be entitled to terminate these agreements if the delay in starting the construction within the stipulated period is due to the Force Majeure and/or any delay in obtaining clearance and approval in relation to the construction in the below Scheduled land. Force Majeure shall include earthquake, fire, natural calamity, famine, floods, government orders, notifications, suits, litigations, epidemic or any other acts of God or also due to any act or delay of any nature on the part of the first party of these presents.

PART - X
(OTHER MISCELLANEOUS)

10.1. That for ease of business and better compliances, the tax in nature of GST will be collected by the developer and it will be the sole liability of the developer to comply with the laws of GST and make all payments and maintain all accounts according to the law.

10.2. The taxes, levies, duties, etc. in relation to the development and construction of the New Buildings/ Project, including sales tax, value added tax, goods and services tax, works contract tax, etc. shall be paid by the Developer. However, the income tax/ capital gains tax payable by the owner on the income arising out of transfer of the units in the New Buildings as also the Goods & Service Tax Payable in respect of the sales to the transferees in relation to the Owner's Share of Sale proceeds, shall be payable by the Developer.

Somode Group

Shanika Gang

Roham Kumar Agarwal

Babita Agarwal

SGMG Construction Pvt. Ltd.

Director

In case where any allocation is made to both the parties respectively each party shall be responsible to clear their respective taxes that is GST, Sales tax or Value added tax etc and any Capital gains arising out of sales of such allocated units will be borne and paid by the transferor themselves.

10.3. After completion of the entire project the original title deed and all other relevant documents in relation to the property concerned shall remain in custody of the Secretary appointed by the association of the proposed flat owners or any other person both parties may mutually deem fit.

10.4. The Developer shall handover the completion certificate to the owners, for that purpose, all the costs and expenses shall be borne by the Developer. In case any dispute arises in respect of the completion certificate, all the liabilities for that present/future consequences shall be borne by the Developer Exclusively.

10.5. The Developer shall follow all the clauses regarding the Commencement, Completion of Construction Work and Cancellation of agreement and Forfeiture of Security Deposit as mentioned in the present Development Agreement.

10.6 That the owner allocation (i.e. 40%) shall be deemed to be completed in all respects as and when same shall be certified by the architects and engineers.

PART - XI

(DEVELOPER'S/ SECOND PARTY ALLOCATION)

11.1 That the Developer shall be entitled to 60% (Sixty Percent) of the total build up area with the right to use common parts portion/areas and facilities and with undivided share in the roof and with impartable proportionate share in the land comprised in the said area for development and attributable to the developer's allocation and with undivided share in the open space and also further available amenities. i.e. all the flats, parking, garage, store room other than the allotment made to First Party as mentioned in this Agreement.

Pranodh Singh
Shamita Singh
Ratan Kumar Agarwal
Babita Agarwal

PART - XII

(SALE & PROMOTION POLICY)

SGMG Construction Pvt. Ltd.
[Signature]
Director

That all the Marketing and Promotional expenses in relation to the said development shall be borne by Second Party, i.e. the developer hereof and the Land owners shall be liable to pay Proportionate Brokerage as per actual on the sale of unit.

PART - XIII

(MUTUALLY APPLICABLE CONDITIONS)

13.1 That in the case of acquisition or requisition of the said Landed Property or any part thereof after the commencement of construction of the multistoried Buildings and prior to completion of construction of the Buildings then, the Developer shall be entitled to receive the compensation awarded for all constructions/developments till then made at the said Property and the Owners shall be entitled to the compensation in respect of the land of the said Property. Further the Owners shall refund to the Developer interest free security deposit forthwith and all other expenses incurred by the Developer in connection with the said Property and/or this agreement, including costs charges and expenses incurred by the Developer in getting plan prepared and/or sanctioned.

13.2 That in case of acquisition or requisition of the said Property or any part thereof after construction and completion of the Buildings, then the Owners shall be entitled to the entire compensation in respect of the Owners' Allocation and the Developer shall be entitled to the entire compensation in respect of the Developer's Allocation.

PART - XIV

(WARRANTY)

14. The construction shall be carried with the materials approved by the concerned architects / engineers. The construction work shall be closely monitored by the same.

Romode Singh
Shamile Singh
Ratan Kumar Agarwal
Babita Agarwal

SGMG Construction Pvt. Ltd.
[Signature]
Director

PART - XV
POWER OF ATTORNEY

15.1 That the Landowner hereby gives their Consent with regard to Developer Right to execute and sign the Agreement to sale on their behalf, However a Power of Attorney shall be executed by Land owner and Developer appointing one of the Land owner and one the representative of Developer as their Attorney to jointly execute and register the Deed of Conveyance or any other documents related to transferring rectification and correction of the Deeds and Documents and for:

(a) compliance of the obligations on the part of the Land owner and developer to be observed, fulfilled and performed hereunder, the present indenture.

(b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the Land owner and developer hereunder (including those relating to execute deed of conveyance, or otherwise transfer of the unit).

15.2 By virtue of the powers and authorities granted by the owner in pursuance hereof from time to time, the Land owner and developer shall not do any such acts, deeds, matters and things whereby the rights of the owner hereunder or otherwise are affected and/or which go against the spirit of this agreement, it is expressly agreed that the owner shall not be absolved of any of their obligations hereunder notwithstanding the power or authority being granted by it to the Land owner and developer or its nominee or nominees in that regard.

15.3 The owner agrees not to revoke the power of attorney granted by the owner for the purpose and as herein contained during the subsistence of this agreement not prejudicial to the original contents of the agreement.

Shamode Group
Shamode Group
Rekon Number Agreement
Babita Agarwal

PART - XVI
(ARBITRATION)

SGMG Construction Pvt. Ltd.
[Signature]
CLERK

16.1 DISPUTES TO BE SETTLED BY ARBITRATION: Any dispute, controversy or claims between the Developer/ Second Party and the Owner/First Party arising out of or relating to this Agreement or the breach, termination or invalidity thereof, including claims for damages losses etc., shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended upto date.

16.2 COMPOSITION OF THE TRIBUNAL: The arbitral tribunal shall be composed of three arbitrators, one to be appointed by the Developer, one to be appointed by the Owners and a third arbitrator to be appointed by the above named 2 (two) arbitrators.

16.3 PLACE OF ARBITRATION: The place of arbitration shall be Siliguri and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Siliguri.

16.4 LANGUAGE AND APPLICABLE LAW: The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.

16.5 AWARD FINAL AND BINDING: The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties. The entire Arbitration proceeding shall be governed by the provisions of the Arbitration and Conciliation Act, 1996.

16.6 OTHER RELIEFS: That if the arbitration process does not comply to the conditions named above, then either party has the right to move to Court and the jurisdiction of the court shall be Siliguri in the District of Darjeeling.

16.7 SUMMARY PROCEEDINGS AND INTERIM AWARDS: The Arbitrators shall have the right to proceed summarily and to make interim awards.

Pranade Gang
Shanika Gang
Ratan Kumar Agarwal
Babita Agarwal
SGMG Construction Pvt. Ltd.
Director

PART - XVIII
(SCHEDULES)

SCHEDULE
SCHEDULE OF THE LANDED PROPERTY ON WHICH RESIDENTIAL
CUM MULTISTORIED BUILDING(S)/TOWERS OR MIXED USE
BUILDINGS SHALL BE CONSTRUCTED AND DEVELOPED BY THE
SECOND PARTY/DEVELOPER.

All that piece and parcel of land measuring 47 Decimal appertaining to and forming part of R.S. Plot No. 16/53 corresponding to L.R. Plot No. 31, recorded in R.S. Khatian No. 12 corresponding to L.R. Khatian No. 580, 581, 1072 & 1073 of Mouza - Malahar, J.L. No. 46, Paragana - Patharghata in the District of Darjeeling and 3 Decimal appertaining to forming part of R.S. Plot No. 223 corresponding to L.R. Plot No. 467, recorded in old khatian No. 1145 corresponding to L.R. Khatian No. 2373, 2374 & 2762 of Mouza-Mahismari, J.L. No. 47, Pargana-Patharghata in the District of Darjeeling. Propose Land Use :- Bastu (Township).

Plot wise detail of the land is as follows:-

MOUZA	PLOT NO		KHATIAN NO		ROR	AREA
	R.S.	L.R.	R.S.	L.R.		
MALAHAR	16/53	31	12	580	RUPNI	11 DECIMAL
				581	RUPNI	12 DECIMAL
				1072	RUPNI	12 DECIMAL
				1073	RUPNI	12 DECIMAL
MAHISMARI	223	467	1145	2373	RUPNI	01 DECIMAL
				2374	RUPNI	01 DECIMAL
				2762	RUPNI	01 DECIMAL
TOTAL AREA						50 DECIMAL

The Land is butted and bounded as follows:-

NORTH : 10.36 METER ROAD (ABOUT 34 FEET),

SOUTH : LAND OF MARUTI SUZUKI LIMITED,

EAST : 14.16 METER ROAD (46.5 FEET),

WEST : LAND OF OTHERS.

IN WITNESSETH WHEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

Gromode Conroy

Sharnita Gang

Ratan Kumar Agarwal

Babita Agarwal

(FIRST PARTY)

SGMG Construction Pvt. Ltd.

Director

(SECOND PARTY)

WITNESSES

1. Mehar Kumar Mishra,
S/O Shri Sushil Kumar Mishra
A/o Shanti Ware housing,
3rd Mile, Benoue Road,
734006. Dist: Jalpaiguri
P.O- Sahyara, P.S. Bhaktinagar.

2. Akash kr. Das,
S/O. Sri Biki Das,
Dhalpara, Siliguri
Dt. Doojelling-05

Drafted by me and printed at my office.

RAJESH KUMAR AGARWAL
ADVOCATE/SILIGURI
REG. NO. WB/73/97

PART - XIX
MEMO OF RECEIPT

Rs. 80,00,000/-

Received a sum of Rs. 80,00,000/- (Rupees Eighty Lakhs) only by the First Party from the second Party/ Developer as an interest free Refundable security deposit and bind ourselves with the aforesaid Stipulations and shall be bound to provide all assistance to the second party for the developing the above "A" scheduled land more fully described in the PART - XVIII of this agreement.

RECEIPTANT	AMOUNT	SIGNATURE
PROMODE GARG	50,00,000/-	✓ Promode Garg
SHARMILA GARG	30,00,000/-	✓ Sharmila Garg

OWNERS DETAIL.

SRI PROMODE GARG, S/O SRI JODHRAJ AGARWAL ALIAS JODHRAJ GARG.

SMT. SHARMILA GARG, W/O SRI PROMODE GARG.

SRI RATAN KUMAR AGARWAL, S/O SRI JODHRAJ AGARWAL ALIAS JODHRAJ GARG.

SMT. BABITA AGARWAL, W/O SRI RATAN KUMAR AGARWAL

- ALL HINDU BY RELIGION, INDIAN BY NATIONALITY, BUSINESS BY OCCUPATION,

- RESIDENT OF KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, WARD NO.- 27, SILIGURI- 734004,

P.O.- SILIGURI, P.S.- SILIGURI, DIST.- DARJEELING IN THE STATE OF WEST BENGAL

LAND SCHEDULE:-

MOUZA :- MALHAR

J.L. NO. :- 46

KHATIAN NO.- 580,581,
1072 & 1073

P.S. - MATIGARA

DIST.- DARJEELING.

PLOT NO. - 31 L.R. (47 DECIMAL)

LAND SCHEDULE:-

MOUZA :- MAHISMARI

J.L. NO. :-47

KHATIAN NO.- 2373,2374
& 2762

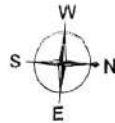
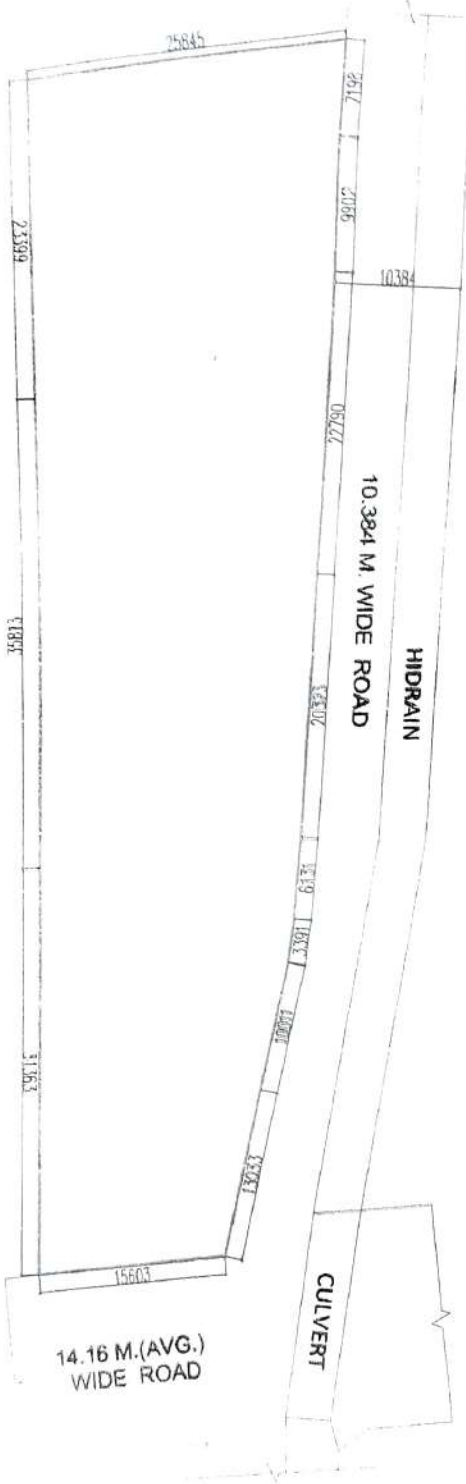
P.S.- MATIGARA

DIST.- DARJEELING.

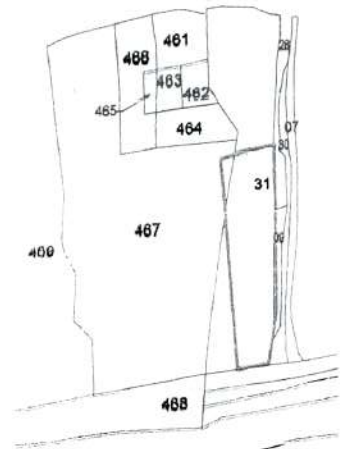
PLOT NO. - 467 L.R. (03 DECIMAL)

LAND AREA = 21600.82 SQ.FT. (2006.76SQ.M. / 30 KATHA)

LAND OUTLINE SHOWN IN RED COLOUR



SCALE - 1:600



**MOUZA MAP
NOT TO SCALE**

SURVEY & DRAWN BY:-

M/s. M. Das & Sons
(Govt. Approved Surveyor)
REG. No.-L-5655/95

M. Das
Proprietor

1. Promode Garg
2. Sharmila Garg
- Ratan Kumar Agarwal

Babita Agarwal

SIGNATURE OF OWNER/OWNERS

EXECUTANT SHEET

199m



Left Hand					
Right Hand					

Pramode Garg

Pramode Garg

Shan



Left Hand					
Right Hand					

Shanika Garg

Shanika Garg

Ratan



Left Hand					
Right Hand					

Ratan Kumar Agarwal

Ratan Kumar Agarwal

BA

Ba



Left Hand					
Right Hand					

Babita Agarwal

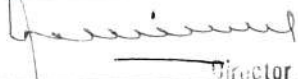
Babita Agarwal



Finger Prints Of:

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

SGMG Construction P... Ltd.



 Director

SIGNATURE.

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

 SIGNATURE







Government of West Bengal

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



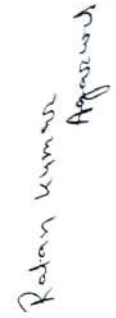





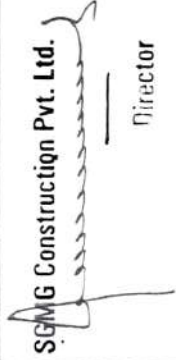
OFFICE OF THE A D S R BAGDOGRA, District Name :Darjeeling



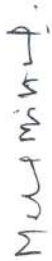
Signature / LTI Sheet of Query No/Year 04032000809892/2022


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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Shri PROMODE GARG KALAWATI SADAN NELI SENGUPTA SARANI BABUPARA SILIGURI City - Not Specified P.O. SILIGURI P.S. Siliguri District Darjeeling West Bengal India PIN - 734004	Land Lord			<i>Promode Garg</i> 21/05/2022
2	Smt SHARMILA GARG KALAWATI SADAN NELI SENGUPTA SARANI BABUPARA SILIGURI City - Not Specified P.O. SILIGURI P.S. Siliguri District Darjeeling West Bengal India PIN - 734004	Land Lord			<i>Sharmila Garg</i>

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
3	Shri RATAN KUMAR AGARWAL NELI SENGUPTA SARANI, BABUPARA, SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:- Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734004	Land Lord			
4	Smt BABITA AGARWAL NELI SENGUPTA SARANI, BABUPARA, SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004	Land Lord			
5	Shri SUSHIL KUMAR MITTAL Shanti Warehousing Corp., 3rd Mile, Sevoke Road, Siliguri, City:- Not Specified, P.O:- Salugara, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734008	Representative of Developer [SGMG CONSTRUCTION PRIVATE LIMITED]			 SGMG Construction Pvt. Ltd. Director

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Shri Mehul Mittal Son of Shri Sushil Kumar Mittal Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Si, City:- Not Specified, P O:- Salugara, P.S - Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734008	Shri PROMODE GARG, Smt SHARMILA GARG, Shri RATAN KUMAR AGARWAL, Smt AGARWAL, Shri SUSHI MITTAL			


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

Major Information of the Deed

Deed No :	I-0403-03132/2022	Date of Registration	22/03/2022
Query No / Year	0403-2000809892/2022	Office where deed is registered	
Query Date	12/03/2022 6:49:53 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	RAJESH KUMAR AGARWAL S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9734071122, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 80,00,000/-]		
Set Forth value	Market Value		
Rs. 80,00,000/-	Rs. 2,18,80,256/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,001/- (Article:48(g))	Rs. 80,007/- (Article:E, B)		
Remarks			

Land Details :

District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Malahar, JI No: 46, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-31 (RS :-)	LR-580	Bastu	Bastu	11 Dec	17,60,000/-	46,31,299/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L2	LR-31 (RS :-)	LR-581	Bastu	Bastu	12 Dec	19,20,000/-	50,52,326/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L3	LR-31 (RS :-)	LR-1072	Bastu	Bastu	12 Dec	19,20,000/-	50,52,326/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
L4	LR-31 (RS :-)	LR-1073	Bastu	Bastu	12 Dec	19,20,000/-	50,52,326/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
TOTAL :					47Dec	75,20,000 /-	197,88,277 /-	

District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Mahismari, JI No: 47, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L5	RS-223	RS-1145	Bastu	Bastu	3 Dec	4,80,000/-	20,91,979/-	Width of Approach Road: 47 Ft., Adjacent to Metal Road,
Grand Total :					50Dec	80,00,000 /-	218,80,256 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>Shri PROMODE GARG (Presentant) Son of JODHRAJ AGARWAL KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734004 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGXXXXXBF, Aadhaar No:8811111111111111111111, Status :Individual, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence</p>
2	<p>Smt SHARMILA GARG Wife of Shri PROMODE GARG KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734004 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AGXXXXX2K, Aadhaar No:8811111111111111111111, Status :Individual, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence</p>
3	<p>Shri RATAN KUMAR AGARWAL Son of JODHRAJ AGARWAL NELI SENGUPTA SARANI, BABUPARA, SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3V, Aadhaar No:76xxxxxxxx1854, Status :Individual, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence</p>
4	<p>Smt BABITA AGARWAL Wife of Shri RATAN KUMAR AGARWAL NELI SENGUPTA SARANI, BABUPARA, SILIGURI, City:- Not Specified, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734004 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx4M, Aadhaar No:91xxxxxxxx4282, Status :Individual, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 21/03/2022 , Admitted by: Self, Date of Admission: 21/03/2022 ,Place : Pvt. Residence</p>

Developer Details :

Name,Address,Photo,Finger print and Signature
<p>SGMG CONSTRUCTION PRIVATE LIMITED COSMOS VALLEY, BSF ROAD, SALUGARA, SILIGURI, City:- Not Specified, P.O:- SALUGARA, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008 , PAN No.:: AAxxxxxx8E, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Shri SUSHIL KUMAR MITTAL Son of Late Gangadhar Agarwal Shanti Warehousing Corp,, 3rd Mile, Sevoke Road, Siliguri, City:- Not Specified, P.O:- Salugara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AUxxxxxx6Q, Aadhaar No: 28xxxxxxxx9786 Status : Representative, Representative of : SGMG CONSTRUCTION PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Mehul Mittal Son of Shri Sushil Kumar Mittal Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Si, City:- Not Specified, P.O:- Salugara, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734008			
Identifier Of Shri PROMODE GARG, Smt SHARMILA GARG, Shri RATAN KUMAR AGARWAL, Smt BABITA AGARWAL, Shri SUSHIL KUMAR MITTAL			

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Shri PROMODE GARG	SGMG CONSTRUCTION PRIVATE LIMITED-2.75 Dec
2	Smt SHARMILA GARG	SGMG CONSTRUCTION PRIVATE LIMITED-2.75 Dec
3	Shri RATAN KUMAR AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-2.75 Dec
4	Smt BABITA AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-2.75 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Shri PROMODE GARG	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
2	Smt SHARMILA GARG	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
3	Shri RATAN KUMAR AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
4	Smt BABITA AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Shri PROMODE GARG	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
2	Smt SHARMILA GARG	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
3	Shri RATAN KUMAR AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
4	Smt BABITA AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Shri PROMODE GARG	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
2	Smt SHARMILA GARG	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
3	Shri RATAN KUMAR AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
4	Smt BABITA AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-3 Dec
Transfer of property for L5		
Sl.No	From	To. with area (Name-Area)
1	Shri PROMODE GARG	SGMG CONSTRUCTION PRIVATE LIMITED-0.75 Dec
2	Smt SHARMILA GARG	SGMG CONSTRUCTION PRIVATE LIMITED-0.75 Dec
3	Shri RATAN KUMAR AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-0.75 Dec
4	Smt BABITA AGARWAL	SGMG CONSTRUCTION PRIVATE LIMITED-0.75 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Malahar, JI No: 46, Pin Code : 734003

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 31, LR Khatian No:- 580	Owner:রতন কুমার আগরওয়াল, Gurdian:যোদরাজ আগরওয়াল, Address:নিজ , Classification:রূপনী, Area:0.11000000 Acre.	Shri RATAN KUMAR AGARWAL

L2	LR Plot No:- 31, LR Khatian No:- 581	Owner:ববীতা আগারয়াল, Gurdian:রতন আগারয়াল, Address:নিজ , Classification:রূপনী, Area:0.12000000 Acre,	Smt BABITA AGARWAL
L3	LR Plot No:- 31, LR Khatian No:- 1072	Owner:শর্মিলা গর্গ, Gurdian:প্রমোদ , Address:নিজ , Classification:রূপনী, Area:0.12000000 Acre,	Smt SHARMILA GARG
L4	LR Plot No:- 31, LR Khatian No:- 1073	Owner:প্রমোদ গর্গ, Gurdian:জোদরাজ , Address:নিজ , Classification:রূপনী, Area:0.12000000 Acre,	Shri PROMODE GARG

District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Mahismari, JI No: 47, Pin Code : 734003

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L5	RS Plot No:- 223, RS Khatian No:- 1145		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 040303132 / 2022

On 21-03-2022

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)
Presented for registration at 13:31 hrs on 21-03-2022, at the Private residence by Shri PROMODE GARG . one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 2,18,80,256/-

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

Execution is admitted on 21/03/2022 by 1. Shri PROMODE GARG, Son of JODHRAJ AGARWAL, KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business, 2. Smt SHARMILA GARG. Wife of Shri PROMODE GARG, KALAWATI SADAN, NELI SENGUPTA SARANI, BABUPARA, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business, 3. Shri RATAN KUMAR AGARWAL, Son of JODHRAJ AGARWAL, NELI SENGUPTA SARANI, BABUPARA, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business, 4. Smt BABITA AGARWAL, Wife of Shri RATAN KUMAR AGARWAL, NELI SENGUPTA SARANI, BABUPARA, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734004, by caste Hindu, by Profession Business
Indetified by Shri Mehul Mittal, , Son of Shri Sushil Kumar Mittal, Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Si, P.O: Salugara, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Others

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

Execution is admitted on 21-03-2022 by Shri SUSHIL KUMAR MITTAL, Director, SGMG CONSTRUCTION PRIVATE LIMITED (Private Limited Company), COSMOS VALLEY, BSF ROAD, SALUGARA, SILIGURI, City:- Not Specified, P.O:- SALUGARA, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008

Indetified by Shri Mehul Mittal, , Son of Shri Sushil Kumar Mittal, Shanti Warehousing Corp, 3rd Mile, Sevoke Road, Si, P.O: Salugara, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734008, by caste Hindu, by profession Others

Yogen Tshering Bhutia

ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA

Darjeeling, West Bengal

On 22-03-2022

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 80,007/- (B = Rs 80,000/- ,E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 80,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2022 7:28PM with Govt. Ref. No: 192021220207107921 on 16-03-2022, Amount Rs: 80,007/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 76991333 on 16-03-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,001/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 39,001/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-

2. Stamp: Type: Impressed, Serial no 36970, Amount: Rs.1,000/-, Date of Purchase: 18/02/2022, Vendor name: J R DAS

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/03/2022 7:28PM with Govt. Ref. No: 192021220207107921 on 16-03-2022, Amount Rs: 39,001/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 76991333 on 16-03-2022, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2022, Page from 82883 to 82924

being No 040303132 for the year 2022.



Digitally signed by YOGEN TSHERING
BHUTIA

Date: 2022.03.31 15:35:25 +05:30

Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2022/03/31 03:35:25 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BAGDOGRA

West Bengal.

(This document is digitally signed.)