

61446/2021

I- 6252/2021

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

G 252466

Priyanka Gupta

Shubra Kund Gupta

Birendra Ch. Gupta

Abhijeet Gupta

Alka Gupta

Angel Gupta

Usha Gupta

Anisha Gupta

Shweta Gupta

M/S. ASMI CONSTRUCTION

PARTNER

Devi identified by
the PAN of Rajendra Pd Gupta
Rajendra Prasad Gupta
Sheetal GUPTA

Mina Gupta

शक्ति कान्त गुप्ता

Rajeshwar Gupta

Rajendra Prasad Gupta

Anand Kumar Gupta

Hyoti Gupta

Sudha Gupta

Kiran Gupta

DEVELOPMENT AGREEMENT

Adl. District Sub-Registrar,
Siliguri-II at Bagdogra

08/9/2021

056

11

200

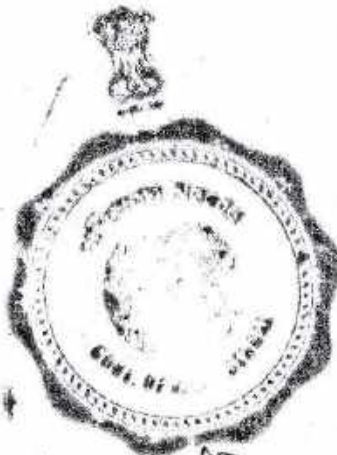
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John S. King

Carl. Stamp Video

L. No. 477425

2004-2005



7-11-1964

Adm. Dist.
U.S. District Court
S.D. New York

1921

LTI of Smt. Shail Devi
identified by PAN of
Rajendra Rd. Gupta.
Rajendra Prasad Gupta.
Sheela Gupta

Mina Gupta.

1861-1862

Rajeshwari Gupta

Reginosa. Paved Gentle

Handwritten: N. Gupta.

John G. G. G.

Sachin Gupta

Given Chapter

Riyaanka Gupta

Edward Everett

Brenda Schultz

Abhijeet Gupta

Aika Gupta

Angela Lynette

Usher-Lynden

Arisha Gupta.

Lower limb

MS-ASIN COLLECTION

Polydora bicanaliculata

2014-11-12

THIS AGREEMENT IS MADE ON THIS THE DAY OF AUGUST, TWO
THOUSAND AND TWENTY ONE
BETWEEN

LI of Smt. Shail Devi
identified by PAN of
Rajendra Prasad Gupta.

Rajendra Prasad Gupta

Sheela Gupta

Mina Gupta

Shashikala Gupta

Rajeshwari Gupta

Rajendra Prasad Gupta

Anand Kumar Gupta

Jyoti Gupta

Sudha Gupta

Kaushal Gupta

Priyanka Gupta

Shilpa Gupta

Birendra Prasad Gupta

Abhijeet Gupta

Akshay Gupta

Angela Gupta

Usha Gupta

Auscha Gupta

Smriti Gupta

1. **SMT SHAIL DEVI, @ Shail Devi Gupta** wife of Shri Rajendra Prasad Gupta, PAN AHIPG4884H, resident of 56, H.C Road, Kurseong, Post Office and Police Station- Kurseong, District – Darjeeling, West Bengal. Pin – 734203.
2. **SMT SHEELA DEVI, @ Shila Gupta** wife of Late Rabindra Prasad Gupta, PAN AHEPG6199H, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
3. **SMT MINA GUPTA,** wife of Shri Birendra Prasad Gupta, PAN AHEPG4838P, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
4. **SMT SHASHIKALA GUPTA** wife of Shri Jitendra Prasad Gupta, PAN ACUPG6115C, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal
5. **SMT RAJESHWARI GUPTA** wife of Late Upendra Prasad Gupta, PAN AHHPG7189C, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal

1. Prayanka Gupta

6. **SHRI RAJENDRA PRASAD GUPTA**, Son of Late Lakshman Prasad Gupta, having Permanent Account Number **AHGP1230M**, Hindu by religion, Indian by nationality, businessman by occupation, resident of 56, H.C Road, Kurseong, Post Office and Police Station- Kurseong, District – Darjeeling, West Bengal. Pin – 734203.
7. **SHRI ANAND KUMAR GUPTA**, Son of Late Rabindra Prasad Gupta PAN **AOVPG3675A**, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
8. **SMT JYOTI GUPTA** daughter of Late Rabindra Prasad Gupta, PAN **BEXPG5557E** resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
9. **SMT SUDHA GUPTA** daughter of Late Rabindra Prasad Gupta, PAN **AVKPG7999R**, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.

L11 of SMT. PRIYANKA GUPTA
identified by PAN of
Rajendra Prasad Gupta

Priyanka Gupta

Rajendra Prasad Gupta

Sheela Gupta

Birendra B. Gupta

Mina Gupta

Abhijeet Gupta

Abhijeet Gupta

Akshu Gupta

Akshu Gupta

Rajendra Prasad Gupta

Rajendra Prasad Gupta

Usha Gupta

Usha Gupta

Aisha Gupta

Aisha Gupta

Sudha Gupta

Sudha Gupta

Kiran Gupta

Kiran Gupta

PARTNER

10. SMT KIRAN GUPTA daughter of Late Rabindra Prasad Gupta, PAN BEXPG5556F resident of Nivedita Road , Pradhan Nagar , Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
11. SMT PRIYANKA GUPTA daughter of Late Rabindra Prasad Gupta, PAN BEOPG1319B , resident of Nivedita Road , Pradhan Nagar , Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
12. SHRI JITENDRA PRASAD GUPTA Son of Late Lakshman Prasad Gupta, PAN ADAPG2065N , resident of Pradhan Nagar, Siliguri Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
13. SHRI BIRENDRA PRASAD GUPTA Son of Late Lakshman Prasad Gupta, PAN ADAPG2064P , resident of Pradhan Nagar, Siliguri Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.
14. SHRI ABHIJEET GUPTA Son of Late Upendra Prasad Gupta, PAN BGFGP6822G resident of Nivedita Road , Pradhan Nagar , Siliguri, Post Office and Police Station- Pradhan Nagar, District – Darjeeling, West Bengal.

Identified by PAN of
Rajendra Prasad Gupta

1. Rajendra Prasad Gupta

2. Sneha Gupta

12. Sneha Gupta

3. Mina Gupta

13. Binanda B. Gupta

4. Ananta B. Gupta

14. Ananta Gupta

5. Rajesh Kumar Gupta

15. Alka Gupta

6. Rajendra Prasad Gupta

16. Anjali Gupta

7. Ananta B. Gupta

17. Usha Gupta

8. Anjali Gupta

18. Anisha Gupta

9. Sneha Gupta

19. Sourav Gupta

10. Kishor Gupta

MIS. ASMI CONSTRUCTION
PARTNER

15. MISS ALKA GUPTA daughter of Late Upendra Prasad Gupta, PAN BGFP6823H, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District - Darjeeling, West Bengal.
16. MISS ANJALI GUPTA daughter of Late Upendra Prasad Gupta, PAN CMQPG9034C, resident of Nivedita Road, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District - Darjeeling, West Bengal.
17. SMT USHA GUPTA wife of Late Nagendra Prasad Gupta, PAN AHHPG7190F, resident of Meghnand Saha Sarani, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District - Darjeeling, West Bengal.
18. MISS ANISHA GUPTA daughter of Late Nagendra Prasad Gupta, PAN BDYPG9045F, resident of Meghnand Saha Sarani, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District - Darjeeling, West Bengal.
19. SHRI SOURAV GUPTA Son of Late Nagendra Prasad Gupta, PAN BQXPG5576K, resident of Meghnand Saha Sarani, Pradhan Nagar, Siliguri, Post Office and Police Station- Pradhan Nagar, District - Darjeeling, West Bengal.

LIST OF PARTS IDENTIFIED BY PAN OF
Rajendra Prasad Gupta

1 Rajendra Prasad Gupta "Rajendra Gupta"

2 Sheela Gupta

12 Shree Prasad Gupta

3 Mina Gupta

13 Birendra Gupta

4 Anand Gupta

14 Abhishek Gupta

5 Rajeshwar Singh

6 Rajendra Prasad Gupta

15 Alka Gupta

7 Anand Gupta

16 Anjali Gupta

8 Jyoti Gupta

17 Usha Gupta

9 Sudha Gupta

18 Anisha Gupta

10 Kishor Gupta

19 Gaurav Gupta

M/S. ASMI CONSTRUCTION

PARTNER

- hereinafter referred to as "The Owners" (which expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, successors, representatives and assigns) of the ONE PART.

AND

ASMI CONSTRUCTION, having Permanent Account Number AALFA6864H, a partnership firm, having its registered office at Guru Nanak Sarani, Punjabipara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling - hereinafter referred to as "The Developer" (which expression shall mean and include unless excluded by or repugnant to the context its partners, successors-in-office, representatives, administrators and assigns) of the OTHER PART, represented in these presents by its Partners Sri Nitin Kumar Agarwal (son of Late Raj Kumar Agarwal) resident of Shiv Mandir Road Bylane, Punjabipara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling.

2118
Identified by PAN of
Rajendra Pr. Gupta.

- | | |
|-------------------------|--------------------------|
| 1 Rajendra Prasad Gupta | 11 Rajendra Gupta |
| 2 Sheela Gupta | 12 Shreea Gupta |
| 3 Mina Gupta | 13 Birendra Prasad Gupta |
| 4 Shashikala Gupta | 14 Anand Gupta |
| 5 Rajeshwari Gupta | 15 Anand Gupta |
| 6 Rajendra Prasad Gupta | 16 Anand Gupta |
| 7 Anand Pr. Gupta | 17 Usha Gupta |
| 8 Jyoti Gupta | 18 Anand Gupta |
| 9 Sushma Gupta | 19 Anand Gupta |
| 10 Karna Gupta | |

M/S. ASMI CONSTRUCTION

PARTNER

WHEREAS:

- A. That 1. Smt. Shail Devi, wife of Shri Rajendra Prasad Gupta, 2. Smt. Sheela Devi, wife of Late Rabindra Prasad Gupta, 3. Smt. Mina Gupta, wife of Shri Birendra Prasad Gupta, 4. Smt. Shashikala Gupta, wife of Shri Jitendra Prasad Gupta, 5. Smt. Rajeshwari Gupta, wife of Late Upendra Prasad Gupta and 6. Smt. Usha Gupta, wife of Shri Nagendra Prasad Gupta, became the sole and absolute Owner of all that piece and parcel of vacant land measuring 0.54 acre more or less comprised in Plot No (hal) 421 , 422, 423 , Old Khatian No. 6/1 , HAL 91/1 Pargana Patharghata , Mouza Baragharia , Sheet No. 02, Police Station Pradhan Nagar, District Darjeeling, J.L. No. 82, Sub - Division and Sub-Registry Office Siliguri District Darjeeling by virtue of a Deed of Conveyance (Sale), registered in the Office of the Additional District Sub- Registrar , Siliguri , District Darjeeling , recorded in Book No. I , Volume No. 4 , Pages 139 to 146 being Document No. 219 for the Year 1997.
- B. That 1. Sri Rajendra Prasad Gupta, 2. Sri Rabindra Prasad Gupta, 3. Sri Jitendra Prasad Gupta, 4. Sri Birendra Prasad Gupta, 5. Sri Upendra Prasad Gupta and 6. Sri Nagendra

- | | |
|-------------------------|--------------------------|
| 1 Rajendra Prasad Gupta | 11 Priyanka Gupta |
| 2 Sheela Gupta | 12 Jitendra Prasad Gupta |
| 3 Mina Gupta | 13 Birendra Prasad Gupta |
| 4 Anand Kumar Gupta | 14 Abhijeet Gupta |
| 5 Rajeshwari Gupta | 15 Alka Gupta |
| 6 Ramesh Prasad Gupta | 16 Anjali Gupta |
| 7 Anand Kumar Gupta | 17 Lisha Gupta |
| 8 Jyoti Gupta | 18 Anusha Gupta |
| 9 Sudha Gupta | 19 Anurag Gupta |
| 10 Kiran Gupta | |

MIS. ASMI CONSTRUCTION
Partnership Construction

PARTNER

Prasad Gupta, collectively became the sole and absolute Owner of all that piece and parcel of vacant land measuring 1.0 acre, more or less comprised in Plot No. (hal) 421 , 422, 423 , Old Khatian No. 6/1 , HAL 91/1 Pargana Patharghata , Mouza Baragharia , Sheet No. 02, Police Station Pradhan Nagar, District Darjeeling, J.L. No. 82, Sub - Division and Sub- Registry Office Siliguri District Darjeeling by virtue of a Deed of Conveyance (Sale), registered in the Office of the Additional District Sub- Registrar , Siliguri , District Darjeeling , recorded in Book No. I, Volume No. 85 , Pages 281 to 288 being Document No. 5080 for the Year 1996.

- C. That by virtue of the aforesaid purchase in their favour 1. Sri Rajendra Prasad Gupta, 2. Sri Rabindra Prasad Gupta, 3. Sri Jitendra Prasad Gupta, 4. Sri Birendra Prasad Gupta, 5. Sri Upendra Prasad Gupta and 6. Sri Nagendra Prasad Gupta became the sole and absolute Owners , each of them having 1/6th undivided share on the aforesaid land , free from all encumbrances and charges whatsoever.
- D. That Sri Rabindra Prasad Gupta expired on 16.09.1997 leaving behind his wife Sheela Gupta one son named 1. Sri Anand Kumar Gupta and four daughters namely 1. Smt Jyoti Gupta, 2. Smt Sudha Gupta, 3. Smt Kiran Gupta and 4. Smt Priyanka Gupta as his legal

LTI of Smt. Shail Dutt
Identified by PAN of
Rajendra Prasad Gupta

1 Rajendra Prasad Gupta

2 Sheela Gupta

3 Mina Gupta

4 Anand Prasad Gupta

5 Rajeshwari Gupta

6 Rajendra Prasad Gupta

7 Anand Prasad Gupta

8 Syori Gupta

9 Sudha Gupta

10 Karna Gupta

11 Pranjana Gupta

12 Divya Prasad Gupta

13 Binendra K. Gupta

14 Abhijeet Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Sourav Gupta

MS. ASMI CONSTRUCTION

Partner

PARTNER

heirs and his 1/6th undivided share devolved equally upon the aforesaid legal heirs as per Hindu Succession Act 1956 as per the deceased is governed.

- E. That Sri Upendra Prasad Gupta expired on 10.07.2000 leaving behind his wife Rajeshwari Gupta, one son named 1. Sri Abhijeet Gupta and two daughters namely 1. Smt Alka Gupta and 2. Smt Anjali Gupta, as his legal heirs and his 1/6th undivided share devolved equally upon the aforesaid legal heirs as per Hindu Succession Act 1956 as per the deceased is governed.
- F. That Sri Nagendra Prasad Gupta expired on 24.05.2010 leaving behind his wife Usha Gupta, one son named 1. Sri Sourav Gupta and one daughter named 1. Smt Anisha Gupta as his legal heirs and his 1/6th undivided share devolved equally upon the aforesaid legal heirs as per Hindu Succession Act 1956 as per the deceased is governed.
- G. That by virtue of the aforesaid mentioned Deed of Conveyance (Sale) and Inheritance the Owners herein. Collectively became the sole and absolute Owners of all that piece and parcel of land measuring 1.54 acre, comprised in Plot No. 421, 422, 423 & 484 (L.R) free from all charges and encumbrances having permanent right title and interest therein.

Identified by PAN of
Rajendra Prasad Gupta

11 Binayaka Gupta
12 Disha Gupta

2 Sheela Gupta

3 Mina Gupta

4 Anand Gupta

5 Rajeshwari Gupta

6 Rajendra Prasad Gupta

7 Anand Gupta

8 Lipti Gupta

9 Sudha Gupta

10 Kiron Gupta

13 Binanda Bhattacharya

14 Binjeet Gupta

15 Alka Gupta

16 Anjali Gupta

17 USha Gupta

18 Pooja Gupta

19 Anand Gupta

M/S. ASMI CONSTRUCTION

PARTNER

- H. That the Owners decided to Develop a portion of land measuring 1.44 acre from the aforesaid land measuring 1.54 acre (0.54 acre in Plot No. 421, 422 & 423 (L.R), 0.90 acre in Plot No. 484 (L.R) being absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entirety of the land, more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as "the said premises".
- I. For the purpose of an integrated development of the land, the Owners have approached the Developer herein to develop the said premises by demolition of the existing structures and constructing a multistoried residential building thereon on the below mentioned Schedule A land, as the Owners does not have sufficient and adequate funds, resources and expertise in the sphere of construction, to develop the said premises for construction a multistoried building thereon, to which the Developer has agreed on the terms and conditions stated hereunder.
- J. The said premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.

1. Rajendra Prasad Gupta
Identified by PAN of
Rajendra P. Gupta

11. Prayanka Gupta
12. Divya Prasad Gupta

2. Sheela Gupta

3. Mina Gupta -

13. Binendra P. Gupta

4. Animesh Gupta

14. Animesh Gupta

5. Rajeshwari Gupta

15. Alka Gupta

6. Rajendra Prasad Gupta

16. Anjali Gupta

7. Anand. var. Gupta

8. Jyoti Gupta

17. Usha Gupta

9. Sudha Gupta

18. Anisha Gupta

10. Kiran Gupta

19. Anand Gupta

M/S. AGNI CONSTRUCTION

PARTNER

K. All costs, charges and expenses in connection with the preparation of the plan or plans for construction of the building at the said premises, getting the same approved and/or sanctioned by the Siliguri Municipal Corporation, and for completing the construction of the building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.

L. The Owners has agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.

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

ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

1.1 **Owners** shall mean the said 1. Sri Rajendra Prasad Gupta, 2. Smt Sheela Gupta, 3. Sri Anand Kumar Gupta, 4. Smt Jyoti Gupta, 5. Smt Sudha Gupta, 6. Smt Kiran Gupta, 7.

Identified by PAN of
Rajendra P. Gupta

- | | |
|-------------------------|------------------------|
| 1 Rajendra Prasad Gupta | 11 Priyanka Gupta |
| 2 Sheela Gupta | 12 Miss Rajendra Gupta |
| 3 Mina Gupta - | 13 Birendra P. Gupta |
| 4 Rajendra Prasad Gupta | 14 Abhijeet Gupta |
| 5 Rajeshwari Gupta | 15 Alka Gupta |
| 6 Rajendra Prasad Gupta | 16 Anjali Gupta |
| 7 Anand. V. Gupta. | 17 Usha Gupta |
| 8 Syori Gupta | 18 Anisha Gupta |
| 9 Sushma Gupta | 19 Sourav Gupta |
| 10 Krunal Gupta | |

M/S. ASMI CONSTRUCTION
PARTNER

Smt Priyanka Gupta, 8. Sri Jitendra Prasad Gupta, 9. Sri Birendra Prasad Gupta, 10 Smt Rajeshwari Gupta, 11. Sri Abhijeet Gupta, 12. Miss Alka Gupta, 13. Miss Anjali Gupta, 14. Smt Usha Gupta, 15. Miss Anisha Gupta and 16. Sri Sourav Gupta, 17.Smt. Mina Gupta, 18.Smt. Shashikala Gupta, 19.Smt. Rajeshwari Gupta. the aforesaid persons not only as Owners but also as having whatsoever right, title or interest that they or any persons claiming under, through or in trust for them may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the First Schedule hereunder written including their heirs, legal representatives, executors and assigns.

- 1.2 Developer shall mean the said M/S ASMI CONSTRUCTION, and its executors, representatives, administrators and assigns including its Partners at all materials times.
- 1.3 Premises shall mean ALL THAT the entirety of the premises more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building (comprising Basement + P + 8 floors) to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Siliguri Jalpaiguri Development Authority and

11 of 2001. The list is
identified by PAN of
Rajendra Pal Gupta

11 Rajendra Pal Gupta

12 Shreya Gupta

3 Mina Gupta

13 Birender Pal Gupta

4 Rajendra Pal Gupta

14 Anjali Gupta

5 Rajeshwarini Gupta

6 Rajendra Pal Gupta

7 Anand Pal Gupta

16 Anjali Gupta

8 Lysa Gupta

12 Lysa Gupta

9 Sudha Gupta

18 Anisha Gupta

10 Krunal Gupta

19 Anisha Gupta

M/S. AGNI CONSTRUCTION

PARTNER

BDO Matigara for the time being prevailing as per the plan or plans to be sanctioned by the BDO Matigara.

- 1.5 **Unit** shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building to be constructed at the said premises.
- 1.6 **Super built-up area** shall mean the total constructed area which will include, passageways, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said Premises.
- 1.7 **Architect** shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building to be constructed at the said premises.
- 1.8 **The Plan** shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the BDO Matigara including modification or variation thereof which may be made from time to time.

Identified by PAN of
Rajendra R. Gupta

1 Rajendra R. Gupta

2 Sheela Gupta

3 Mina Gupta

4 Rajendra R. Gupta

5 Rajeshwari Gupta

6 Rajendra R. Gupta

7 Anand. R. Gupta

8 Syed. Gupta

9 Sudha Gupta

10 Kuma Gupta

11 Pranjana Gupta

12 Jyoti Gupta

13 Birendra Gupta

14 Abhishek Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anika Gupta

19 Anurag Gupta

MS. AGNI CONSTRUCTION

PARTNER

1.9 **Saleable Area** shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required therefor.

1.10 **Old Building** shall mean the building or portion thereof and the structures at present existing at the said premises.

1.11 **Owner's Allocation** shall be two flat measuring 2000 Sq Ft (the measurement of which includes proportionate share of staircase, landings, lift area and 20% super built up area) in the rear portion of the top floor as sanctioned by the respective authority of the BDO Matigara, on the below mentioned Schedule A land of the proposed new building subject to the available area as per the plan or plans to be sanctioned by the BDO Matigara for the proposed building to be constructed at the said premises, including the common facilities, together with all amenities to be allocated to the Owners as part consideration for permitting the Developer to develop the said premises and commercially exploit the same.

1.12 **Developer's Allocation** shall mean the remaining super built-up area comprising the remaining commercial space/s in each floor and the remaining garages in the basement

Identified by DAN of
Rajendra Prasad Gupta

1 Rajendra Prasad Gupta

2 Sheela Gupta

3 Mina Gupta

4 Anurag Gupta

5 Animesh Gupta

6 Rajendra Prasad Gupta

7 Anand Kumar Gupta

8 Syedti Gupta

9 Sudha Gupta

10 Kishan Gupta

11 Piyanka Gupta

12 Divyanshu Gupta

13 Birendra Prasad Gupta

14 Anshu Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Anurag Gupta

M/S. ASH CONSTRUCTION

Partnership Firm

PARTNER

floor of the building as per the plan or plans to be sanctioned by the BDO Matigara for the proposed building to be constructed at the said premises including the common facilities which shall absolutely belong to the Developer after providing for the Owner's Allocation as aforesaid under this agreement, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation.

1.13 **Transfer** with its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.14 **Transferee** shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said premises, has been transferred.

1.15 Words importing singular shall include plural and vice versa.

1.16 Words importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

Identified by PAN of
Rajendra Prasad Gupta

- 1 Rajendra Prasad Gupta
- 2 Sheela Gupta
- 3 Mina Gupta
- 4 Rajendra Prasad Gupta
- 5 Rajeshwari Gupta
- 6 Rajendra Prasad Gupta
- 7 Anand Pr. Gupta
- 8 Syoti Gupta
- 9 Sudha Gupta
- 10 Krunal Gupta

11 Pranjana Gupta

12 Jyoti Prasad Gupta

13 Binendra Prasad Gupta

14 Ashjeet Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Pooja Gupta

19 Suman Gupta

M/S. ASH CONSTRUCTION

PARTNER

ARTICLE II - COMMENCEMENT

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

ARTICLE III - OWNER'S RIGHTS & REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.

3.2 Excepting the Owners, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.

3.3 The said premises is free from all encumbrances, lien, lis pendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

3.4 There is no vacant land at the said premises within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.

IDENTIFIED BY PAN OF
REJENDRA P. GUPTA



1. Rejendra Prasad Gupta

2. Sheela Gupta

3. Mina Gupta

4. Abhishek Gupta

5. Anjali Gupta

6. Rejendra Prasad Gupta

7. Anand. V. Gupta

8. Syed. Gupta

9. Sudha Gupta

10. Karam Gupta

11. Priyanka Gupta

12. Jyoti Prasad Gupta

13. Birendra P. Gupta

14. Abhishek Gupta

15. Anika Gupta

16. Anjali Gupta

17. Usha Gupta

18. Anika Gupta

19. Jyoti Prasad Gupta

MS. ASMI CONSTRUCTION

Partner: Rejendra Prasad Gupta

PARTNER

3.5 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the Owners or any person claiming under them.

3.6 It is agreed and understood by and between the parties hereto that the Owners shall sign all such forms and papers as would be required by the Developer for the purpose of obtaining such clearance certificates for transfer of the undivided proportionate share of land pertaining to the area falling under the Developer's Allocation at the cost of the Owners.

ARTICLE IV – DEVELOPER'S RIGHTS

4.1 The Owners hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said Premises upon the demolition of the old structures standing thereon and constructing the new building at the said premises in accordance with the plan or plans to be sanctioned by the BDO Matigara with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities

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Identified by PAN of
Rajendra R. Gupta

1 Rajendra R. Gupta

2. Sireeta Gupta

3 Mina Gupta

4 Rajendra R. Gupta

5 Rajeshwar Gupta

6 Rajendra R. Gupta

7 Anand R. Gupta

8 Jyoti Gupta

9 Sadha Gupta

10 Kinnu Gupta

11 Priyanka Gupta

12 Shail Devi Gupta

13 Binendra Gupta

14 Abhishek Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Anand R. Gupta

M/S. ASIN CONSTRUCTION

Partner

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shall be prepared by the Developer at its own cost and shall be signed by the Owners and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the BDO Matigara and other authorities shall be borne and met by the Developer PROVIDED that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

4.3 Nothing in these presents shall be construed as a demise or any assignment creating any charge or conveyance in law by the Owners of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive and irrevocable licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building to be developed at the said premises in the manner hereinbefore and hereinafter stated.

Identified by PAN of
Rajendra Prasad Gupta

1 Rajendra Prasad Gupta

2 Shreeta Gupta

12. Shreeta Prasad Gupta

3 Mina Gupta

13 Birendra Chandra Gupta

4 Rajendra Prasad Gupta

14 Rajendra Gupta

5 Rajendra Prasad Gupta

15 Alka Gupta

6 Rajendra Prasad Gupta

16 Anjali Gupta

7 Anand K. Gupta

17 Shreeta Gupta

8 Sybil Gupta

18 Anisha Gupta

9 Sudha Gupta

19 Anand K. Gupta

10 K. Gupta

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ARTICLE V - CONSIDERATION

5.1 In consideration of the Owners allowing the Developer to develop the said premises the Developer shall allocate two residential flat measuring 2000 Sq Ft (the measurement of which includes proportionate share of staircase landings and lift area with 20% super built up area) in the rear portion of the top floor as sanctioned by the respective authority of the BDO Matigara on the below mentioned Schedule A land of the proposed new building subject to the available area as per the plan or plans to be sanctioned by the BDO Matigara for the proposed building to be constructed at the said premises, including the common facilities, together with all amenities to be allocated to the Owners as Owner's Allocation as defined in Article I.11 hereinabove. The specifications of the space being the Owner's Allocation has been described in a separate sheet annexed to these presents.

5.2 Apart from the aforesaid allocation the Developer shall pay a sum of Rs 13,15,00,000/- (Rupees thirteen crore fifteen lakhs) only as a non- refundable interest free sum to the Owners in the manner as follows :-

a. A sum of Rs 2,00,00,000/- (Rupees two crore) only on the date of signing of this Development Agreement along with a Development Power of Attorney in favour of the Developer herein.

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11 Priyanka Gupta	1 Rajendra Kumar Gupta
12 Jyoti Gupta	2 Sheela G.O. Patel
13 Binendra Bhattarai	3 Mina Gupta
14 Abhishek Gupta	4 Anand Kumar Gupta
15 Alka Gupta	5 Rajeshwar Prasad Gupta
16 Anjali Gupta	6 Anand Kumar Gupta
17 Usha Gupta	7 Jyoti Gupta
18 Anisha Gupta	8 Sudha Gupta
19 Anand Kumar Gupta	9 Kiran Gupta

- b. A sum of Rs 4, 00, 00,000/- (Rupees four crore) only within the month of October, 2023.
c. A sum of Rs 3, 00, 00,000/- (Rupees three crore) only within the month of October, 2024.
d. A sum of Rs 4,15, 00,000/- (Rupees four crore fifteen lakh) only within the month of October, 2025.

ARTICLE VI – PROCEDURE

- 6.1 The Owners shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement to be retained until the completion of the construction of the new building at the said premises.
- 6.2 The Owners shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its partners as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the BDO Matigara and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally.

Identified by PAN of
Rajendra B. Gupta

11 Priyanka Gupta

12 Shikha Gupta

13 Birendra B. Gupta

14 Abhinav Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Soumya Gupta

M/S. AGNI CONSTRUCTION

PARTNER

1. Rajendra B. Gupta

2. Sheela Gupta

3. Mina Gupta

4. Rajendra B. Gupta

5. Rajeshwar Gupta

6. Rajendra B. Gupta

7. Anand B. Gupta

8. Syoti Gupta

9. Siddha Gupta

10. Kinnu Gupta

6.3 The Owners shall remove all belongings and vacate the said premises and hand over physical possession thereof to the Developer on the date of signing of this Agreement. Upon such delivery of vacant possession of the said premises, the Developer shall demolish the existing house/structures on the said premises and remove the debris there from at their own cost and expense for the convenience of the construction work of the new building.

6.4 The Developer shall pay no rent or remuneration of any nature for alternative accommodation, i.e. to be arranged by the Owners.

ARTICLE VII - SPACE ALLOCATION

7.1 Upon finalization of the plan for construction of the new building at the said premises, the Parties hereto shall earmark the Owner's Allocation immediately as stated hereinabove and as set out in the Second Schedule hereunder written, subject to the modifications and variations as may be permitted by the BDO Matigara, and the balance of the constructed area shall go to the share of the Developer in consideration of its having undertaken the construction of the new building at its own cost,

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identified by PAN of
Rajendra R. Gupta

1 Rishendra Prasad Gupta

2 Sheela Gupta

3 Mina Gupta

4 211 of 2016 - 2017

5 Rajeshwar Gupta

6 Rajendra Prasad Gupta

7 Anand. sr. Gupta.

8 Sybil Gupta

9 Sudha Gupta

10 Karam Gupta

11 Poojanka Gupta

12 Anamika Gupta

13 Birendra Chakraborty

14 Ashwini Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Anurag Gupta

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PARTNER

7.2 The Developer shall on completion of the new building, put the Owners in undisputed possession of the Owner's allocation together with all rights in common in the common portions and common facilities.

7.3 Subject as aforesaid, the common portion of the said new building or buildings and open spaces shall belong to the Owners and Developer in proportion to their sharing ratios/allocation herein mentioned.

7.4 The Owners shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owner's allocation in the new building at his will, subject to the conditions laid down elsewhere in this agreement.

7.5 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building with exclusive right to choose and enter into agreements with intending purchasers thereof, fix rates, receive payments of advances and consideration money from the intending purchasers and to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owners and the Owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

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identified by PAN of
Rajendra Id. Gupta

1 Rajendra Prasad Gupta 11 Prayanka Gupta

2 Sheela Gupta

12 Divya Prasad Gupta

3 Mina Gupta

13 Binendra Id. Gupta

4 Rajendra Prasad Gupta

14 Divyanshu Gupta

5 Rajendra Prasad Gupta

15 Alka Gupta

6 Rajendra Prasad Gupta

16 Anjali Gupta

7 Anand. Id. Gupta

17 Usha Gupta

8 Jyoti Gupta

18 Anisha Gupta

9 Sudha Gupta

19 Jyoti Gupta

10 Kuma Gupta

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PARTNER

7.6 In so far as necessary, all dealings by the Developer in respect of construction and completion of the new building shall be in the name of the Owners for which purpose the Owners undertakes to give in favour of any one or more of the partners of the Developer firm or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.

7.7 The Owners shall execute the Deed (s) of Conveyance in respect of the proportionate undivided share or interest in the land and the Developer's Allocation portions in favour of the Developer or its nominee or nominees/purchaser(s) in such part or parts as shall be required by the Developer from time to time.

ARTICLE VIII - BUILDING

8.1 The Developer shall at its own costs, construct erect and complete the new building at the said premises in accordance with the sanctioned plan with good, marketable and standard materials as may be specified by its Architects from time to time. The new building shall be of commercial type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the BDO Matigara. The

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Rajendra P.D. Gupta
1 Rajendra P.D. Gupta

2 SHEELA GUPTA

3 Mina Gupta

4 ~~ANAND GUPTA~~

5 Rajeshwarin Gupta

6 Rajendra Prasad Gupta

7 Anand K. Gupta

8 Jyoti Gupta

9 Sudha Gupta

10 Krunal Gupta

11 Priyanka Gupta

12 Shubh Prasad Gupta

13 Birendra P.D. Gupta

14 Aditya Gupta

15 Alia Gupta

16 Anjali Gupta

17 Usha Gupta

18 Pooja Gupta

19 Krishna Gupta

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A. K. Sharma

PARTNER

Owner's Allocation shall be provided with the fixtures, fittings and amenities as set out in the separate sheet annexed to this agreement titled "Specifications".

8.2 The salvage arising out of the demolition of the old house/structures shall belong to the Developer and the Developer shall be entitled to dispose of the same and realize the proceeds thereof.

8.3 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

8.4 The Developer shall install and erect in the said new building, at its own costs, pumps, tube-well, water storage tanks and other facilities as are required to be provided in a multi-storied building in Siliguri having self-contained units and constructed for sale of constructed areas therein on Ownership basis and as mutually agreed to.

8.5 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owners for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building and other inputs and facilities required for the construction and enjoyment of the building for which

Identified by PAN of
Rajendra Pr Gupta

11 Prayanka Gupta

12 Jyoti Gupta

13 Birendra Pr. Gupta

14 Abhishek Gupta

15 Akka Gupta

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16 Anjali Gupta

17 Usha Gupta

18 Anusha Gupta

19 Jasvanti Gupta

M/S. ASMI CONSTRUCTION

PARTNER

2. Sheela Gupta

3. Mina Gupta

4. Anjali Gupta

5. Anshu Gupta

6. Rajendra Pr. Gupta

7. Anand. Pr. Gupta

8. Jyoti Gupta

9. Sudha Gupta

10. Kinnu Gupta

purpose the Owners shall execute in favour of the Developer firm or one or more of its partners Power(s) of attorney and other authorities as shall be required by the Developer and all costs charges and expenses thereof shall be borne and met by the Developer.

8.6 The Developer shall at it's own costs and expenses, construct and complete the said new building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.

8.7 All costs, charges and expenses, including architect's fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the Owners shall perform all the obligations required of him under this Agreement in a diligent and sincere manner.

ARTICLE IX - COMMON FACILITIES

9.1 The Developer shall pay and bear all Corporation taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owners to the Developer, till the date of the Owners receiving the Owner's Allocation

Identified by PAN of

Rajendra B. Gupta

1. Rajendra B. Gupta

2. Shreya Gupta

3. Mina Gupta

4. Anshu Gupta

5. Rajeshwari Gupta

6. Rajendra B. Gupta

7. Anand. B. Gupta

8. Syoti Gupta

9. Sudha Gupta

10. Kinnu Gupta

11. Pranjana Gupta

12. Jyoti Gupta

13. Birendra B. Gupta

14. Abhijeet Gupta

15. Aka Gupta

16. Anjali Gupta

17. Usha Gupta

18. Anisha Gupta

19. Jyoti Gupta

M/S. ASH CONSTRUCTION

Partnership Firm

PARTNER

as stated herein in the new building and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc., in respect of the Developer's Allocation only.

9.2 As soon as the new building is completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owner's Allocation in the building and after 15 (fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the said Owner's Allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if the same are levied on the building as a whole.

9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by

Identified by PAN of
Rajendra Pr. Gupta

1 Rajendra Prasad Gupta

2 Shreya Gupta

3 Mina Gupta

4 Anshu Gupta

5 Rajeshwari Gupta

6 Rajendra Prasad Gupta

7 Anand Pr. Gupta

8 Syoti Gupta

9 Sudha Gupta

10 Kishan Gupta

11 Praganka Gupta

12 Shreya Gupta

13 Birendra Pr. Gupta

14 Abhishek Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Pooja Gupta

19 Anshu Gupta

M/S. ASMI CONSTRUCTION

PARTNER

either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.

9.4 As and from the date of service of notice of possession, the Owners shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building which will be fixed and/or determined mutually from time to time for the common facilities in the new building payable in respect of the Owner's Allocation. The said charges include proportionate share of premium for the insurance of the building, water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed

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identified by PAN of
Rajendra B. Gupta
Rajendra B. Gupta

2 Sheela Gupta

3 Mina Gupta

4 Pratima Gupta

5 Rajeshwari Gupta

6 Rajendra Prasad Gupta

7 Anand. B. Gupta

8 Tyoti Gupta

9 Sudha Gupta

10 Kuman Gupta

11 Pranjana Gupta

12 Jharna Gupta

13 Binendra B. Gupta

14 Abhijeet Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Rajendra Gupta

M/S. AGNI CONSTRUCTION

PARTNER

upon from time to time PROVIDED THAT if additional insurance premium is required to be paid for the insurance of the building by virtue of any particular use and/or in the accommodation with the Owner's Allocation or any part thereof or any additional maintenance or repair is required for the Owner's Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional premium and/or maintenance or repair charges, as the case may be.

9.5 Any transfer of any part of the Owner's Allocation in the new building shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owner's transferee(s) does/do not pay the said rates and service charges for the common facilities. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoings and impositions in respect of the portions allocated to the Owners to the authorities concerned.

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

1. Rajendra Prasad Gupta
identified by PAN of
Rajendra Prasad Gupta

2. Sheela Gupta

3. Mina Gupta

4. Anand Gupta

5. Rajendra Prasad Gupta

6. Rajendra Prasad Gupta

7. Anand Pr. Gupta

8. Sybil Gupta

9. Sudha Gupta

10. Karna Gupta

11. Priyanka Gupta

12. Anand Prasad Gupta

13. Birendra Prasad Gupta

14. Anand Gupta

15. Alka Gupta

16. Anjali Gupta

17. Vishal Gupta

18. Anusha Gupta

19. Anand Gupta

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PARTNER

ARTICLE X - COMMON RESTRICTIONS

10.1 The Owner's Allocation in the new building at the said premises shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the new building intended for the common benefits of all occupiers of the new building which shall include the following.

10.2 The Owners/Developer shall not use or permit to use the Owner's Allocation/Developer's Allocation in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other and the architect in writing in this behalf.

10.4 Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless:

a) Such party shall have observed and performed all terms and conditions on their

Identified by PAN of
Rajendra Pd. Gupta

1 Rajendra Pd. Gupta

2 Sheela Gupta

3 Mina Gupta

4 Rajendra Pd. Gupta

5 Rajendra Pd. Gupta

6 Rajendra Pd. Gupta

7 Anand. V. Gupta

8 Jyoti Gupta

9 Susha Gupta

10 K. Gupta

11 Priyanka Gupta

12 Sheela Gupta

13 Birendra Pd. Gupta

14 Anand. V. Gupta

15 Anand. V. Gupta

16 Anand. V. Gupta

17 Anand. V. Gupta

18 Anand. V. Gupta

19 Anand. V. Gupta

M/S. AGNI CONSTRUCTION

PARTNER

b) The proposed transferee/s has/have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in his/her/their/it's possession.

10.5 Both the parties shall abide by all laws, bye-laws, rules and regulations of the Government, Local Bodies as the case may be and only the Developer shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

10.6 The respective allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach. The respective allottees shall always permit the repair and maintenance works of the building in general and the flats in particular including electrical, plumbing and other works in the best interest of all concerned.

Identified by PAN of
Rajendra P. Gupta
1 Rajendra Prasad Gupta

2 Sheela Gupta

3 Mina Gupta

4 Rajendra Prasad Gupta

5 Rajendra Prasad Gupta

6 Rajendra Prasad Gupta

7 Anand. vs. Gupta

8 Lata Gupta

9 Sudha Gupta

10 Karam Gupta

11 Priyanka Gupta
12 Shweta Gupta

13 Birendra P. Gupta

14 Abhishek Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anusha Gupta

19 Rajendra Prasad Gupta

M/S. AGNI CONSTRUCTION

Partner

PARTNER

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

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

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

ARTICLE XI - OWNER'S OBLIGATIONS

11.1 The Owners hereby agree and covenants with the Developer not to cause any

Identified by PAN of
Rajendra A. Gupta

11 Priyanka Gupta

12 Shikha Prasad Gupta

13 Birendra A. Gupta

14 Abhinav Gupta

15 Alka Gupta

16 Anjali Gupta

17 Usha Gupta

18 Anisha Gupta

19 Gaurav Gupta

MS. AGRI CONSTRUCTION

PARTNER

2 Shreela Gupta

3 Mina Gupta

4 Pratibha Gupta

5 Rajeshwarli Gupta

6 Rajendra Prasad Gupta

7 Anand K. Gupta

8 Soti Gupta

9 Sudha Gupta

10 Krunal Gupta

Developer or by his acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.

11.2 The Owners hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building.

11.3 The Owners hereby agrees and covenants with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer only during the period of construction. However, the Owners shall always have the right to enter into agreement for sale/lease and transfer in respect of the Owner's Allocation only with the consent of the Developer during the period of the construction work and after the completion of the construction work and handing over the possession of the Owner's Allocation and fulfillment of all the obligations under this agreement and /or any further agreement, the Owners shall be entitled to deal with or dispose the remaining portion of the Owner's Allocation.

11.4 That the Owner's shall pay the GST liability of their allocation. The Developer shall have no liability in this respect.

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Rajendra M. Gupta

2 Sheela Gupta

3 Mina Gupta

4 Anand Gupta

5 Rajeshwari Gupta

6 Rajendra Prasad Gupta

7 Anand M. Gupta

8 Sybil Gupta

9 Sudha Gupta

10 Karm Gupta

11 Priyanka Gupta

12 Shubra Prasad Gupta

13 Binodha Prasad Gupta

14 Anurag Gupta

15 Anika Gupta

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16 Anjali Gupta

17 Usha Gupta

18 Anshu Gupta

19 Anurag Gupta

M/S. APM CONSTRUCTION

PARTNER

ARTICLE XII - DEVELOPER'S OBLIGATIONS

12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the Owner's allocation in the new building at the said premises in terms of the sanctioned plan/s within a period of 48 (forty eight) months from the date of signing of this agreement and on obtaining of vacant possession of the said premises from the Owners for the purpose of development. Such period shall however exclude any delay, which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

12.2 The Developer hereby agrees and covenants with the Owners not to do any act, deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owner's Allocation in the new building at the said premises, subject to the terms and conditions herein contained.

12.3 That if the Developer fails to complete the construction of the Owner's allocation and pay the consideration amount as mentioned in this agreement on due date mentioned aforesaid within the time specified in Clause 12.1 hereinabove in that event the Developer shall be afforded a further period of six months to complete such construction, but no further

If however the Developer is unable to complete the construction

Identified by PAN of
Rajendra P. Gupta
1 Rajendra P. Gupta

11 Prayanka Gupta
12 Dr. S. P. Gupta
13 Binendra P. Gupta

2 Sheela Gupta

3 Mina Gupta

14 Ashwini Gupta

4 Ashwini Gupta

15 Alka Gupta

5 Rajeshwari Gupta

16 Anjali Gupta

6 Rajendra P. Gupta

17 Usha Gupta

7 Anand P. Gupta

18 Anisha Gupta

8 Tyoti Gupta

19 Soumya Gupta

9 Sudha Gupta

M/S. AGNI CONSTRUCTION

10 Krunal Gupta

PARTNER

and pay the consideration amount to the Owners, the Owners shall be at liberty to take over the Project and hand over the same to any third Party of their choice and the Developer shall be entitled to receive the cost of the construction up to the extent undertaken by it from the Owners after realizing the amount from the Third Party involved along with the amount of consideration deposit paid by it in terms of this agreement without any interest. The refund shall exclude the TDS amount deducted by the Developer. That the Developer shall furnish the details of Buyers already booked by him and their outstanding with details of such buyers required for Third Party involvement.

12.4 Tax liabilities such as income tax, sales tax, wealth tax and other liabilities in the nature of provident fund contributions, E.S.I. etc., as statutorily leviable in respect of the construction activity up to the extent of the Developer's share in the allocation, excepting capital gains impositions, shall be borne by the Developer.

ARTICLE XIII - OWNER'S INDEMNITY

13.1 The Owners hereby undertakes that the Developer shall be entitled to the said

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identified by PAN of
Rajendra R. Gupta
1 Rajendra R. Gupta

11 Pratyanka Gupta
12 Divya Kaur Gupta
13 Bien-dra R. Gupta

4 21st Oct 2017

14 Ashish Gupta

5 Rajeshwar Gupta

15 Alia Gupta

6 Rishika Ramesh Gupta

16 Anjali Gupta

7 Anand R. Gupta

12 Usha Gupta

8 Tyoti Gupta

18 Pooja Gupta

9 Sudha Gupta

19 Soumya Gupta

10 Kuma Gupta

MS. ASH CONSTRUCTION

PARTNER

provided that the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or act of the Owners, the Owners undertakes to indemnify the Developer up to the extent of the damages/losses suffered by the Developer as a consequence thereof.

13.2 The Owners hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the Owner's Allocation and Developer's Allocation at the said premises.

ARTICLE XIV - DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of breach of the Developer in or relating to or arising out of the construction of the said building at the said premises.

14.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

111 of 2016-2017
identified by PAN of
Rajendra Prasad Gupta

- | | |
|-------------------------|-------------------------|
| 1 Rajendra Prasad Gupta | 11 Priyanka Gupta |
| 2 Sneha Gupta | 12 Shubh Kumar Gupta |
| 3 Mina Gupta | 13 Birendra Kumar Gupta |
| 4 Rajendra Prasad Gupta | 14 Ashish Gupta |
| 5 Rajendra Prasad Gupta | 15 Alka Gupta |
| 6 Rajendra Prasad Gupta | 16 Anjali Gupta |
| 7 Anand Prasad Gupta | 17 Usha Gupta |
| 8 Sushma Gupta | 18 Pooja Gupta |
| 9 Sudha Gupta | 19 <u>Sushma Gupta</u> |
| 10 Kumar Gupta | |

M/S. ASMI CONSTRUCTION
Partner

ARTICLE XV - MISCELLANEOUS

15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons. None of the parties shall be entitled to challenge the legality and/or validity or enforceability of this agreement on the ground of it being inadequately stamped and if the same is required to be stamped/impounded at any time hereafter the charges thereof shall be proportionately borne by the parties herein.

15.2 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any

CONSUMER

15.4 The Developer and the Owners shall mutually frame a scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Association/Holding Organization and hereby give their consent to abide by the same.

511 of same name as
identified by PAN of
Rajendra B. Gupta
Rajendra B. Gupta

11 Rajanka Gupta

2 Sheela Gupta

12 Jyoti Bhandal Gupta

3 Mina Gupta

13 Birendra B. Gupta

4 Rajendra B. Gupta

14 Abhijeet Gupta

5 Anjeshwar Gupta

15 Alka Gupta

6 Rajendra Bhandal Gupta

16 Anjali Gupta

7 Anand B. Gupta

17 Usha Gupta

8 Jyoti Gupta

18 Anisha Gupta

9 Sudha Gupta

19 Rajendra B. Gupta

10 Karm Gupta

M/S. ASMI CONSTRUCTION

Rajendra B. Gupta

PARTNER

15.5 As and from the date of completion of the new building, the Developer and/or its transferees and the Owners and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.

15.6 The entire roof / terrace of the building, until the completion of the construction and grant of occupancy certificate by the competent authority, shall belong to the Developer exclusively. Further construction shall be carried out by the Developer at its cost on the roof/terrace if necessary sanction/approval is given by the BDO Matigara in the course of the construction of the building in terms of this agreement or at any time thereafter. The Owners shall not claim absolute and exclusive right, title or interest in the terrace/roof of the building and in the construction, if any, to be made thereon in terms hereof.

15.7 The new building to be constructed on the said premises shall be named as "Asmi Exotica", as desired by the Owners in consultation with the Developer.

ARTICLE XVI - FORCE MAJEURE

16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the

Identified by PAN of
Rajendra M. Gupta

11 Pranjana Gupta

2 Sneha Gupta

12 Shweta Gupta

3 Mina Gupta

13 Birendra B. Gupta

4 Anand B. Gupta

5 Rajeshwari Gupta

14 Harjeet Gupta

6 Rajendra Kumar Gupta

7 Anand B. Gupta

15 Alka Gupta

8 Syoti Gupta

16 Anjali Gupta

9 Sudha Gupta

17 Usha Gupta

10 Kuman Gupta

18 Anisha Gupta

19 Anand B. Gupta

M/S. AGNI CONSTRUCTION

PARTNER

Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

16.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVII - ARBITRATION

17.0 In case of any dispute, difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XVIII - JURISDICTION

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

111 of Smt. Chayantara Devi
identified by PAN of
Rajendra Prasad Gupta

Pratyanka Gupta

12 Divya Prasad Gupta

13 Divyanka Prasad Gupta

14 Abhishek Gupta

15 Alka Gupta

16 Anjali Gupta

17 Anshu Gupta

18 Anshika Gupta

19 Anshu Gupta

MS. AGNI CONSTRUCTION

PARTNER

Rajendra Prasad Gupta

15 Sheela Gupta

3 Mina Gupta

15 Anshu Gupta

15 Rajeshwari Gupta

15 Rajendra Prasad Gupta

15 Anand Prasad Gupta

15 Anshu Gupta

15 Anshika Gupta

15 Anshu Gupta

THE FIRST SCHEDULE 'A' ABOVE REFERRED TO
DESCRIPTION OF THE OWNERS LAND HEREIN

All that piece and parcel of vacant land measuring **0.54 acre**, more or less comprised in Plot No. hal 421, 422, 423 Old Khatian No. 6/1, hal. 91/1, 18 Pargana Patharghata, Mouza Baragharia, Sheet No. 02, Police Station Pradhan Nagar, District Darjeeling, J.L. No. 82, Sub - Division and Sub- Registry Office Siliguri District Darjeeling.

All that piece and parcel of vacant land measuring **0.90 acre**, more or less comprised in Plot No. hal 484 (P) Khatian No. 18 (Hal), Pargana Patharghata, Mouza Dhaknikata, Sheet No. 04, Touzi no. 91 (Hal 8), Police Station Pradhan Nagar, District Darjeeling, J.L. No. 83, Sub - Division and Sub- Registry Office Siliguri District Darjeeling.

The total area summing up to **1.44 acre** as mentioned aforesaid.

The said land is butted and bounded as follows:-

- In the North : Land of Smt. Chayantara Devi & others
- In the South : Land of Shri Manoj Kumar Agarwal
- In the East : Land and Showroom of Durga Hyundai
- In the West : Land of Sangalila Apartments.

... 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.

1. Rajendra Prasad Gupta

2. Sheela Gupta

3. Mina Gupta

4. Rajendra Prasad Gupta

5. Rajendra Prasad Gupta

6. Rajendra Prasad Gupta

7. Rajendra Prasad Gupta

8. Rajendra Prasad Gupta

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11. Rajendra Prasad Gupta

12. Rajendra Prasad Gupta

13. Rajendra Prasad Gupta

14. Rajendra Prasad Gupta

15. Rajendra Prasad Gupta

16. Rajendra Prasad Gupta

17. Rajendra Prasad Gupta

18. Rajendra Prasad Gupta

MIS. AGNI CONSTRUCTION

PARTNER

THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of the premises constituting the Owner's Allocation)

The Owners allocation shall be two flat measuring 2000 Sq Ft (the measurement of which includes proportionate share of staircase, landings, lift area and 20% super built up area)in the rear portion of the top floor as sanctioned by the respective authority of the BDO Matigara on the below mentioned Schedule A land of the proposed new building subject to the available area as per the plan or plans to be sanctioned by the BDO Matigara for the proposed building to be constructed at the said premises described in the First Schedule, including the common facilities having standard specifications as per separate sheet annexed hereto.

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

LTI of Smt. Shail Devi identified
by PAN of Rajendra Pd. Gupta

Witnesses:

1. Vikash K. Upadhyay
S/o Sri Prem K. Upadhyay

Address: Ashraampur
Siliguri

1. Rajendra Prasad Gupta

2. Sheela Gupta

3. Mina Gupta

4. श्रीमती कमला गुप्ता

5. Rajeshwari Gupta

6. Rajendra Prasad Gupta

7. Anand K. Gupta

8. Lyoti Gupta

9. Sudha Gupta

10. Kiran Gupta

11. Priyanka Gupta

12. Shruti Kumar Gupta

13. Birendra B. Gupta

14. Abhijeet Gupta

15. Alka Gupta

16. Arushi Gupta

17. Usha Gupta

18. Anisha Gupta

19. Saurabh Gupta

2. *Raj Anshu*
 s/o *Bijay Anshu*
 Address *Shaktigrah,*
Siliguri

M/S. ASMI CONSTRUCTION
partner Nitin Kumar Agarwal
 PARTNER

SECOND PARTY

M/s Asmi Construction)

DEVELOPER

Represented by its partner

Shri. Nitin Kumar Agarwal.

*Drafted typed and explained by me in
 my office:*

DEBASHISH CHAKRABORTY

Advocate, Siliguri.

Enrolment No.202/210/1990.

**SPECIFICATIONS IN RESPECT OF THE PREMISES (to be allotted to the Owners—
 Second Schedule).**

1. Flooring of the flat to be furnished by 2 feet X 2 feet TILES , (Price not exceeding Rs 40/- per Sq Ft).
2. Bathroom wall : Covered with tiles upto 6 feet height.
3. Main door of flat : 32 mm Flush Doors with mica pasting.
4. Interior doors of flat : 32 MM Flush Doors .
5. Two Bathroom cum toilet in flat : one Indian type and one Western type toilet.

6. Bathroom doors : PVC doors.
7. Doors shall have PVC frame (chowkath)
8. Windows : Aluminium Frame windows.
9. Walls : Brick built, cement plastered walls with coat of lime punning in interior.
10. Taps and Sanitary fittings of Jaquar / Qtr turn series.
11. Electrical points in all rooms with concealed wiring of ISI quality materials.

Other works at the cost of Owners.

SPECIFICATION IN RESPECT OF BUILDING (to be constructed in First Schedule land).

1. Standard specifications as aforesaid.
2. Layout of flats as per approved plan and special requirements at extra cost.
3. 4 Inches Boring.
4. Main gate and sub-gate : Decorated.
5. Staircase : Marble slabs with steel railings.
6. Water tank : 500 ltrs for each unit collectively to be installed in a fixed location above top terrace/roof.
7. Electricity meter : Common to be installed by developer. Separate to be installed by subsequent allottees / purchasers at own cost at specified portion.
8. Steel rods : ISI/Super/SRMB.
9. Flat measurement inclusive of 20% share of super structure.
10. Finishing of boundary walls on all four sides.
11. The name of the building "ASMI EXOTICA" in stainless steel letters to be fixed in frontal face of building.

Identified by PAN of
Rajendra B. Gupta
Rajendra B. Gupta
Sheela Gupta

Mina Gupta

पति राजेंद्र

Rajendra B. Gupta

Rajendra B. Gupta

Rajendra B. Gupta

Syoti Gupta

Sudha Gupta

Kiran Gupta

Kiyanka Gupta

Hussaini Gupta

Bhinda B. Gupta

Abiraj Gupta

Alka Gupta

Anjali Gupta

Vishu Gupta

Anisha Gupta

Rajendra Gupta

M/S. ASMI CONSTRUCTION

Rajendra B. Gupta

PARTNER

Signature of Owners

Signed on behalf of Developer

Pragya Gupta
 Divya Band Gupta
Bhinda B. Gupta

Akhil Gupta

Alka Gupta

Anjali Gupta

Usha Gupta

Aisha Gupta

Soumya Gupta

Pragya Gupta
 Divya Band Gupta
 Shreya Gupta

Prina Gupta

Pratibha Gupta

Pratibha Gupta

Pratibha Gupta

Pratibha Gupta

Pratibha Gupta

Siddha Gupta

Kiran Gupta

M/S. ASH & CONSTRUCTION

PARTNER

Signature of Owners

Signed on behalf of Developer

EXECUTANT SHEET

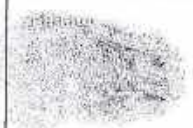
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C.F. of Sub. Shari Devi
identified by PAN of
Rajendra Pd Gupta

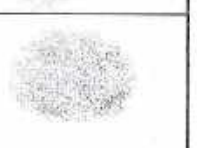
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 Sheela					
					

Sheela Gupta
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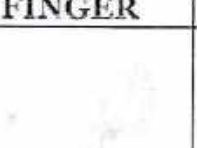
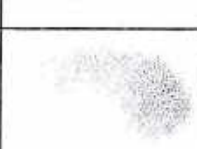
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 Mi. Gupta					
					

EXECUTANT SHEET

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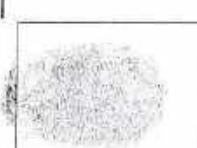
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 Rajeshwari Gupta					
					

Rajeshwari Gupta

SIGNATURE

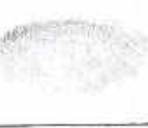
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 Rajesh					
					

Rajendra Prasad Gupta

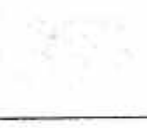
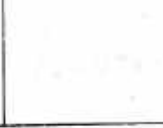
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Arund. Sr. Gupta
SIGNATURE

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Syoti Gupta
SIGNATURE

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EXECUTANT SHEET

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Karm Gupta
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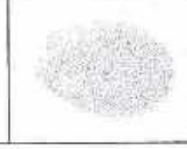
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Priyanka Gupta
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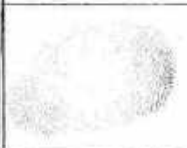
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Diksha Band Gupta

EXECUTANT SHEET

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Binendra P. Gupta					
					

Binendra P. Gupta
SIGNATURE

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 Abhijeet Gupta					
					

Abhijeet Gupta
SIGNATURE

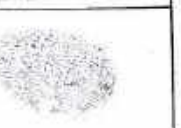
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 Alka Gupta					
					

EXECUTANT SHEET

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 Ajala Gupta					
					

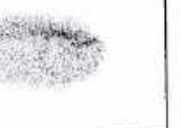
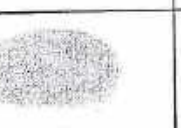
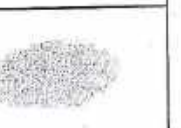
Ajala Gupta

SIGNATURE

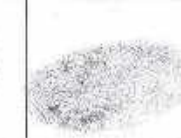
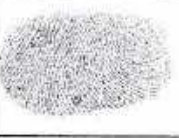
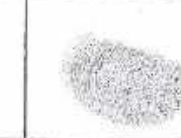
PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Usha Gupta					
					

Usha Gupta

SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Anisha Gupta					
					

EXECUTANT SHEET

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Sanjay Singh</i>					
					

Sanjay Singh
SIGNATURE

CLAIMANT SHEET

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 ASMI CONSTRUCTION					
					

Sanjay Singh
PARTNER

M/S. ASMI CONSTRUCTION
Sanjay Singh
SIGNATURE

Major Information of the Deed

Deed No :	I-0403-06252/2021	Date of Registration	08/09/2021
Query No / Year	0403-2001597534/2021	Office where deed is registered	
Query Date	25/08/2021 11:53:12 AM	0403-2001597534/2021	
Applicant Name, Address & Other Details	D Chakraborty Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 7001786971, Status :Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 13,15,00,000/-]	
Set Forth value		Market Value	
Rs. 13,15,00,000/-		Rs. 13,15,00,000/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 13,15,021/- (Article:E, E, E,)	
Remarks			

Land Details :

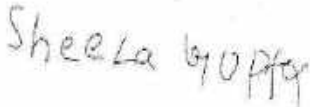
District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Daknikata(sheet-3 & 4), JI No: 83, Pin Code : 734003

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-484 (RS -)	LR-18	Bastu	Bastu	1 Acre 47 Dec	13,15,00,000/-	13,15,00,000/-	Width of Approach Road: 30 Ft.,
Grand Total :					147Dec	1315,00,000 /-	1315,00,000 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt SHAIL DEVI, (Alias: Smt SHAIL DEVI GUPTA) Wife of Shri RAJENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 Admitted by: Self, Date of Admission: 08/09/2021 ,Place Office			
		08/09/2021	LTI 08/09/2021	08/09/2021

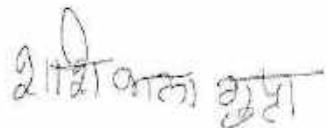
56 H.C ROAD, KURSEONG, City:- Kurseong, , P.O:- KURSEONG, P.S:-Kurseong, District:-Darjeeling, West Bengal, India, PIN:- 734203 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AHxxxxxx4H, Aadhaar No: 29xxxxxxxx9725, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021
 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

2	Name	Photo	Finger Print	Signature
	Smt SHEELA DEVI, (Alias: Smt SHILA GUPTA) Wife of Late RABINDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AHxxxxxx9H, Aadhaar No: 68xxxxxxxx3357, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021
 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Smt MINA GUPTA Wife of Shri BIRENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AHxxxxxx8P, Aadhaar No: 25xxxxxxxx3275, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021
 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

4	Name	Photo	Finger Print	Signature
	Smt SHASHIKALA GUPTA Wife of Shri JITENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, SILIGURI, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: ACxxxxxx5C, Aadhaar No: 77xxxxxxxx4385, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021
 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

5

Name	Photo	Finger Print	Signature
Smt RAJESHWARI GUPTA Wife of Late UPENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
08/09/2021	LTI	08/09/2021	08/09/2021

NIVEDITA ROAD, PRADHAN NAGAR, SILIGURI, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:- Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AHxxxxxx9C, Aadhaar No: 64xxxxxxxx0024, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

6

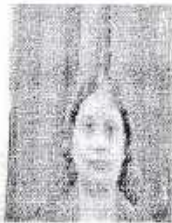
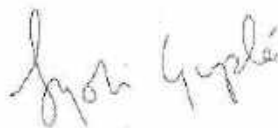
Name	Photo	Finger Print	Signature
Shri RAJENDRA PRASAD GUPTA Son of Late LAKSHMAN PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
08/09/2021	LTI	08/09/2021	08/09/2021

56, H.C ROAD, KURSEONG, City:- Kurseong, , P.O:- KURSEONG, P.S:-Kurseong, District:- Darjeeling, West Bengal, India, PIN:- 734203 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AHxxxxxx0M, Aadhaar No: 23xxxxxxxx1772, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

7

Name	Photo	Finger Print	Signature
Shri ANAND KUMAR GUPTA Son of Late RABINDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
08/09/2021	LTI	08/09/2021	08/09/2021

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AOxxxxxx5A, Aadhaar No: 57xxxxxxxx8453, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

8	Name	Photo	Finger Print	Signature
	Smt JYOTI GUPTA Daughter of Late RABINDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BExxxxxx7E, Aadhaar No: 80xxxxxxxx4682, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

9	Name	Photo	Finger Print	Signature
	Smt SUDHA GUPTA Daughter of Late RABINDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AVxxxxxx9R, Aadhaar No: 59xxxxxxxx6619, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

10	Name	Photo	Finger Print	Signature
	Smt KIRAN GUPTA Daughter of Late RABINDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BExxxxxx6F, Aadhaar No: 68xxxxxxxx9600, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

11	Name	Photo	Finger Print	Signature
	Smt PRIYANKA GUPTA Daughter of Late RABINDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
	08/09/2021	LTI 08/09/2021	08/09/2021	

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: BExxxxxx9B, Aadhaar No: 66xxxxxxxx8091, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

Name	Photo	Finger Print	Signature
Shri JITENDRA PRASAD GUPTA Son of Late LAKSHMAN PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	 08/09/2021	 LTI 08/09/2021	 08/09/2021

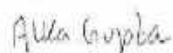
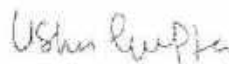
NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx5N, Aadhaar No: 25xxxxxxxx7304, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

Name	Photo	Finger Print	Signature
Shri BIRENDRA PRASAD GUPTA Son of Late LAKSHMAN PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	 08/09/2021	 LTI 08/09/2021	 08/09/2021

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx4P, Aadhaar No: 75xxxxxxxx6603, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

Name	Photo	Finger Print	Signature
Shri ABHIJEET GUPTA Son of Late UPENDRA GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	 08/09/2021	 LTI 08/09/2021	 08/09/2021

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BGxxxxxx2G, Aadhaar No: 49xxxxxxxx7230, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

15	Name Miss ALKA GUPTA Daughter of Late UPENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	Photo  08/09/2021	Finger Print  LTI 08/09/2021	Signature  08/09/2021
NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.: BGxxxxxx3H, Aadhaar No: 35xxxxxxxx5125, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office				
16	Name Miss ANJALI GUPTA Daughter of Late UPENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	Photo  08/09/2021	Finger Print  LTI 08/09/2021	Signature  08/09/2021
NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.: CMxxxxxx4C, Aadhaar No: 46xxxxxxxx1341, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office				
17	Name Smt USHA GUPTA Daughter of Late NAGENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	Photo  08/09/2021	Finger Print  LTI 08/09/2021	Signature  08/09/2021
NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.: AHxxxxxx0F, Aadhaar No: 33xxxxxxxx9125, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office				
18	Name Miss ANISHA GUPTA Daughter of Late MAGENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office	Photo  08/09/2021	Finger Print  LTI 08/09/2021	Signature  08/09/2021

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: Student, Citizen of: India, PAN No.:: BDxxxxxx5F, Aadhaar No: 66xxxxxxxx1591, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

19	Name	Photo	Finger Print	Signature
	Shri SOURAV GUPTA Son of Late NAGENDRA PRASAD GUPTA Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office			
		08/09/2021	LTI 08/09/2021	08/09/2021

NIVEDITA ROAD, PRADHAN NAGAR, City:- Siliguri Mc, , P.O:- PRADHAN NAGAR, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: BQxxxxxx5K, Aadhaar No: 42xxxxxxxx9431, Status :Individual, Executed by: Self, Date of Execution: 08/09/2021 , Admitted by: Self, Date of Admission: 08/09/2021 ,Place : Office

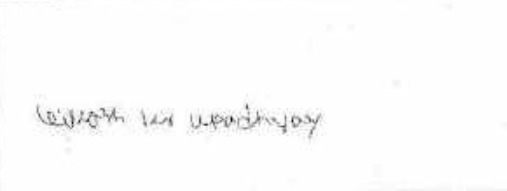
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	ASMI CONSTRUCTION 10/2 D PUNJABI PARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx4H, Aadhaar No: 42xxxxxxxx3289, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Shri NITIN KUMAR AGARWAL (Presentant) Son of Late RAJ KUMAR AGARWAL Date of Execution - 08/09/2021, , Admitted by: Self, Date of Admission: 08/09/2021, Place of Admission of Execution: Office	Photo  Sep 8 2021 2:03PM	Finger Print  LTI 08/09/2021	Signature  08/09/2021
PUNJABI PARA, SILIGURI, City:- Siliguri Mo, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx3R, Aadhaar No: 42xxxxxxxx3289 Status : Representative, Representative of : ASMI CONSTRUCTION (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri VIKASH KUMAR UPADHYAY Son of Shri PREM KUMAR UPADHYAY PUNJABI PARA, SILIGURI, City:- Siliguri Mo, , P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	08/09/2021	08/09/2021	08/09/2021
Identifier Of Smt SHAIL DEVI, Smt SHEELA DEVI, Smt MINA GUPTA, Smt SHASHIKALA GUPTA, Smt RAJESHWARI GUPTA, Shri RAJENDRA PRASAD GUPTA, Shri ANAND KUMAR GUPTA, Smt JYOTI GUPTA, Smt SUDHA GUPTA, Smt KIRAN GUPTA, Smt PRIYANKA GUPTA, Shri JITENDRA PRASAD GUPTA, Shri BIRENDRA PRASAD GUPTA, Shri ABHIJEET GUPTA, Miss ALKA GUPTA, Miss ANJALI GUPTA, Smt USHA GUPTA, Miss ANISHA GUPTA, Shri SOURAV GUPTA, Shri NITIN KUMAR AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt SHAIL DEVI	ASMI CONSTRUCTION-7.73684 Dec
2	Smt SHEELA DEVI	ASMI CONSTRUCTION-7.73684 Dec
3	Smt MINA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
4	Smt SHASHIKALA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
5	Smt RAJESHWARI GUPTA	ASMI CONSTRUCTION-7.73684 Dec
6	Shri RAJENDRA PRASAD GUPTA	ASMI CONSTRUCTION-7.73684 Dec
7	Shri ANAND KUMAR GUPTA	ASMI CONSTRUCTION-7.73684 Dec
8	Smt JYOTI GUPTA	ASMI CONSTRUCTION-7.73684 Dec
9	Smt SUDHA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
10	Smt KIRAN GUPTA	ASMI CONSTRUCTION-7.73684 Dec
11	Smt PRIYANKA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
12	Shri JITENDRA PRASAD GUPTA	ASMI CONSTRUCTION-7.73684 Dec
13	Shri BIRENDRA PRASAD GUPTA	ASMI CONSTRUCTION-7.73684 Dec
14	Shri ABHIJEET GUPTA	ASMI CONSTRUCTION-7.73684 Dec
15	Miss ALKA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
16	Miss ANJALI GUPTA	ASMI CONSTRUCTION-7.73684 Dec
17	Smt USHA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
18	Miss ANISHA GUPTA	ASMI CONSTRUCTION-7.73684 Dec
19	Shri SOURAV GUPTA	ASMI CONSTRUCTION-7.73684 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Pradhan Nagar, Gram Panchayat: CHAMPASARI, Mouza: Daknikata(sheet-3 & 4), JI No: 83,
Pin Code : 734003

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 484, LR Khatian No:- 18		Seller is not the recorded Owner as per Applicant.

Endorsement For Deed Number : I - 040306252 / 2021

On 08-09-2021

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

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

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

Presented for registration at 13:32 hrs on 08-09-2021, at the Office of the A.D.S.R. BAGDOGRA by Shri NITIN KUMAR AGARWAL .

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 13,15,00,000/-

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

Execution is admitted on 08/09/2021 by 1. Smt SHAIL DEVI, Alias Smt SHAIL DEVI GUPTA, Wife of Shri RAJENDRA PRASAD GUPTA, 56 H.C ROAD, KURSEONG, P.O: KURSEONG, Thana: Kurseong, , City/Town: KURSEONG, Darjeeling, WEST BENGAL, India, PIN - 734203, by caste Hindu, by Profession House wife, 2. Smt SHEELA DEVI, Alias Smt SHILA GUPTA, Wife of Late RABINDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 3. Smt MINA GUPTA, Wife of Shri BIRENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 4. Smt SHASHIKALA GUPTA, Wife of Shri JITENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, SILIGURI, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 5. Smt RAJESHWARI GUPTA, Wife of Late UPENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, SILIGURI, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 6. Shri RAJENDRA PRASAD GUPTA, Son of Late LAKSHMAN PRASAD GUPTA, 56, H.C ROAD, KURSEONG, P.O: KURSEONG, Thana: Kurseong, , City/Town: KURSEONG, Darjeeling, WEST BENGAL, India, PIN - 734203, by caste Hindu, by Profession Business, 7. Shri ANAND KUMAR GUPTA, Son of Late RABINDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 8. Smt JYOTI GUPTA, Daughter of Late RABINDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 9. Smt SUDHA GUPTA, Daughter of Late RABINDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 10. Smt KIRAN GUPTA, Daughter of Late RABINDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 11. Smt PRIYANKA GUPTA, Daughter of Late RABINDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 12. Shri JITENDRA PRASAD GUPTA, Son of Late LAKSHMAN PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 13. Shri BIRENDRA PRASAD GUPTA, Son of Late LAKSHMAN PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 14. Shri ABHIJEET GUPTA, Son of Late UPENDRA GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 15. Miss ALKA GUPTA, Daughter of Late UPENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Student, 16. Miss ANJALI GUPTA, Daughter of Late UPENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Student, 17. Smt USHA GUPTA, Daughter of Late NAGENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession House wife, 18. Miss ANISHA GUPTA, Daughter of Late NAGENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Student, 19. Shri SOURAV GUPTA, Son of Late NAGENDRA PRASAD GUPTA, NIVEDITA ROAD, PRADHAN NAGAR, P.O: PRADHAN NAGAR, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business

Indetified by Shri VIKASH KUMAR UPADHYAY, , Son of Shri PREM KUMAR UPADHYAY, PUNJABI PARA, SILIGURI P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

Execution is admitted on 08-09-2021 by Shri NITIN KUMAR AGARWAL, PARTNER, ASMI CONSTRUCTION (Partnership Firm), 10/2 D PUNJABI PARA, SILIGURI, City:- Siliguri Mc, , P.O:- SILIGURI, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri VIKASH KUMAR UPADHYAY, , Son of Shri PREM KUMAR UPADHYAY, PUNJABI PARA, SILIGURI P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 13,15,021/- (B = Rs 13,15,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 13,15,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/09/2021 7:56PM with Govt. Ref. No: 192021220072921821 on 07-09-2021, Amount Rs: 13,15,021/-,
Bank: ICICI Bank (ICIC0000006), Ref. No. 67053386 on 07-09-2021, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000/-,
by online = Rs 70,021/-
Description of Stamp
1. Stamp: Type: Impressed, Serial no 840, Amount: Rs.5,000/-, Date of Purchase: 04/02/2021, Vendor name: S S Roy
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 07/09/2021 7:56PM with Govt. Ref. No: 192021220072921821 on 07-09-2021, Amount Rs: 70,021/-, Bank:
ICICI Bank (ICIC0000006), Ref. No. 67053386 on 07-09-2021, 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 0403-2021, Page from 162702 to 162805
being No 040306252 for the year 2021.



Digitally signed by YOGEN TSHERING
BHUTIA

Date: 2021.09.14 11:38:57 +05:30

Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2021/09/14 11:38:57 AM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)