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 Anurag Kumar Ghosh

ANKIT BEGRAJJI CONSTRUCTION PVT. LTD.
 Director
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District Sub-Registrar
 Jalpaiguri

11 DEC 2020

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT IS MADE ON
 THIS THE 12th DAY OF OCTOBER 2020 AT
 SILIGURI.

B E T W E E N

Ankur Kumar Jaiswal
ANILJI BEGRAJ JI CONSTRUCTION PVT. LTD.
Director

SRI ARUN KUMAR JAISWAL (PAN:- ADFPJ8157K) S/o Late Birju Prasad Jaiswal, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of SHES Basanta Road, Jyoti Nagar, Sevoke Road, Ward No. 41, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar in the District of Jalpaiguri -- hereinafter referred to as the **LAND OWNER/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context their heirs, successors legal representatives, executors, administrators and assigns) of the **ONE PART**.

A N D

ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED (PAN:- AATCA8177G) a Private Limited Company incorporated under the provision of Companies Act, bearing certificate of Incorporation No. U45202WB2020PTC238744 Dated 07/08/2020 and having its registered Office at Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No. 42, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri represented by one of its Director **SRI ANKIT MITTAL** S/o Sri Rajendra Kumar Agarwal alias Rajendra Mittal, resident of Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar in the District of Jalpaiguri ---- hereinafter referred to as the '**DEVELOPER /SECOND PARTY**' (which expression shall mean and include unless excluded by or repugnant to the context its office bearers, successors in office, legal representatives, executors, administrators and assigns) of the **OTHER PART**.

AND WHEREAS First Party hereof **SRI ARUN KUMAR JAISWAL** acquired a piece and parcel of land measuring 10.5 Decimal appertaining to and forming part of Plot No. 18 & 19 of Sheet No. 4, recorded in R.S. Khatian No. 840/11 & 840/17 of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance executed **KABITA DUTTA** and registered at the office of the District Sub - Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 2295 for the year 2001.

Am Kumar Gaisrod

AKI PEGRAJ II CONSTRUCTION PVT. LTD.

[Signature]
Director

AND WHEREAS the First Party is desirous of constructing a multistoried building or block by block-wise separated building /residence/commercial or official blocks for purpose of selling it on ownership basis/renting/ leasing to various intending customers/ buyers and thereby make profits thereof on the land.

AND WHEREAS the First Party is unable to construct the said multistoried building for multipurpose use and advantage due to lack of funds, experiences, expertise, energy and preoccupations.

AND WHEREAS the Second Party hereof is the bona-fide and renowned developer/ Promoter/ Contractor/ Builder having experience in design and construction and adequate resources of finance in construction of multistoried building and have got standing goodwill and reputation to collect/advance/securities during the tenure of construction.

AND WHEREAS the First Party having come to know about the credential of the Second Party and approaches the Second Party to construct a Multistoried building on the land as above referred and fully described in the schedule given below either building wise/block wise or in piece meals on the basis of the map to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Second Party shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/building/utility areas/ common spaces to the intending buyers/purchasers/company's/ organizations/co-operatives and/or as deemed fit from its allocated share.

AND WHEREAS in consideration of the aforesaid offer and the acceptance by the parties and to avoid future disputes and misunderstandings the parties hereby mutually agree to the following terms and conditions appearing hereunder.

NOW THIS INDENTURE/AGREEMENT FOR DEVELOPMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:-

Ankit Kumar Mittal
ANKIT BEGRAJ JI CONSTRUCTION PVT. LTD.
[Signature]
Director

ARTICLE 1, DEFINATIONS

1. **OWNER:** Shall mean **SRI ARUN KUMAR JAISWAL** (First Party) his successor in interest and assigns.
2. **DEVELOPER:** Shall mean the aforesaid **ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED** represented by its Director **SRI ANKIT MITTAL** and his successors in interest and assigns.
3. **BUILDING:** Shall mean multi storied residential cum commercial building blocks to be constructed on the said land in accordance with the Building Plan prepared which shall be approved by respective Regulatory Authority.
4. **COMMON FACILITIES AND AMENITIES:** Shall mean corridors, stairways, passage ways, approach roads, lifts provided by the Developer, pump room, tube well, overhead tank, water pump, generator room, fire protection, transformer and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenances and/or management of the building.
5. **SALEABLE SPACE:** Shall mean the space in the building available for independent use and occupancy after making the provisions for common facilities as aforesaid and includes the for car parking space.
6. **OWNER'S ALLOCATION:** shall mean 33.33% of the entire sale proceeds and/or absolute right over 33.33% the saleable space in equal proportion from front to back and in each floors of all the proposed building together with the undivided Proportionate right, title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor and/or basement.

Anu Kumar Gaiswal

ANKUR BEGRAJJI CONSTRUCTION PVT. LTD.

Director

- 7. **DEVELOPER'S ALLOCATION:** shall mean remaining 66.67% of the entire sale proceeds and/or absolute right over 66.67% of the saleable space in equal proportion from front to back and in each floors of all the proposed building together with the undivided Proportionate right, title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor.

- 8. **RIGHT TO CONSTRUCT ON THE ROOF:** in case permission from the appropriate authority can be obtained for further construction on the Roof of the multistoried Building or on any other part of the land, the rights will be shared in the aforesaid proportion of 33.33:66.67 among the two parties.

- 9. **ARCHITECH:** shall mean the person or persons who may be appointed by the developer for designing and planning of the said building

ARTICLE - II, OWNER'S REPRESENTATION

- 1. The said land is not vested under the Urban Land (Ceiling and Regulation) Act, 1976.

- 2. That the owner/first party is the sole and absolute owner of the entire landed property since they acquired and are in peaceful possession of the said landed property.

- 3. That the owner have a clear, good, marketable title in respect of the said landed property and the same is free from all encumbrances, charges, liens, Lispendence, attachment and trust whatsoever or howsoever.

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

Anil Kumar Gaiswal
ANIL KUMAR GAISSWAL
DIRECTOR
SHRI BEHRAJI CONSTRUCTION PVT. LTD.

5. That in case of any dispute or litigation arises or is found pending with respect to the title of land as more fully described below the same shall be settled by the Second party at the cost of the first party with the consent and knowledge of the first party.
6. That the first party/owner has not entered into any agreement for sale, transfer, development nor has created any interest of third party into or upon the said premises or any part or portion thereof prior to entering this Agreement for Development.
7. That the Developer shall handover all documents, plans etc. to the owner after completion of the building and sale of entire Developers allocation.

ARTICLE - III, DEVELOPER'S RIGHT

1. The owner hereby grants subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said building comprising the various sizes of shops, office spaces, show rooms, residential flats, parking, for their residence and/or commercial purpose by entering into agreements for sell and/or transfer and/or construction in respect of the developer's allocation only in accordance with the plan sanctioned by the appropriate authorities with or without amendment and/or modification made or caused by the developer at its own costs with the approval of the owner.
2. The Developer shall be entitled to prepare, modify or alter the plan with approval of the owner and to submit the same to the appropriate authorities in the name of the owner.

Anu Kumar Jainwal

ANKIT BEGRAJ JI CONSTRUCTION PVT. LTD.

Director

3. The developer shall be entitled absolutely to its respective space & areas and shall be at liberty to deal therewith in any manner they deem fit and proper subject to the general restrictions for mutual advantage inherent in the ownership offices, shops, showrooms, etc. They will also be at liberty to enter into agreement for sale of their respective areas and receive the full consideration for the area.
4. Developer is fully authorized to develop the aforesaid land by constructing the several multistoried Buildings on the below schedule land and keep handing over the owners allocation as and when possible and during the construction phase to the owner, and take possession/give possession and delivery to prospective purchasers and deal with developers allocation only as it deems fit and proper. The developer is entitled to enter into agreement to sell with intended purchaser/s for the Developers allocation and receive the advance money and other payments there from at any stage. All the Moneys which shall be received by the Developers from such persons shall belong to the Developers and will be received by them on their own account. The Owner shall not be entitled or responsible to any such persons so far as the said moneys are concerned either for refund thereof or for any misapplication or non-application thereof or part thereof. This provision shall be specifically brought to the notice of all such purchasers, tenants, lessees, licensees etc. in the agreement or letters of allotments entered into or passed to them.
5. That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the Promoter under the prevalent laws, if and as applicable, and for that to sign execute and deliver all applications, forms, documents, papers etc.

From Kumar Jaiswal

NAKIT BEGRAJ II CONSTRUCTION PVT. LTD.

Director

6. No charge can be created with the land for taking any loan till the finalization and allotment of the share of the allocation of the owner and the owner will not be responsible for any loan taken by the developer and/or to their purchases. However purchaser/s of any portion/unit of the Apartment/Building may apply for and/or take any loan.
7. That the second party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses.

ARTICLE - IV, OWNER'S RIGHT

1. The owner shall be entitled absolutely to his space & area i.e. 33.33% and shall be liberty to deal therewith in any manner he deems fit and proper subject to the general restriction for mutual advantage inherent in the ownership offices, shops, showrooms, etc. The land owner is entitled to enter into agreement to sell with intended purchaser/s for the owners allocation and receive the advance money and other payments there from at any stage. All the Moneys which shall be received by the land owners from such persons shall belong to the land owner and will be received by him on his own account. The Developers shall not be entitled or responsible to any such persons so far as the said moneys are concerned either for refund thereof or for any misapplication or non-application thereof or part thereof. This provision shall be specifically brought to the notice of all such purchasers, tenants, lessees, licensees etc. in the agreement or letters of allotments entered into or passed to them.

Ankumar Gaiswal

ANKIT BEGRAJ II CONSTRUCTION PVT. LTD.
Director

2. The owners shall be entitled to have the possession of his allocation simultaneously with the developer or they may take possession phase wise.
3. The Developers shall join the deed of sale or any other transfer deed as confirming party as may from time to time be required by the land owner in this behalf.
4. The Developers shall also save harmless indemnify and keep indemnified the owners against any claim that may be made by any one against the owners on account of the Developers carrying out the said development work.

ARTICLE - V, BUILDING CONSIDERATION

1. That the Developer shall pay a sum of Rs.65,00,000/- (Rupees sixty five Lakhs) only to the Land Lord as interest free refundable security deposit hereof for settlement of all his personal liabilities and claims in relation to the below schedule "A" property.
2. That the aforesaid sum of Rs.65,00,000/- (Rupees sixty five Lakhs) only shall be paid by the Developer to the Land Owner in the following manner:
 - A sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs) only at the time of execution and registration of this agreement and;

Ankur Kumar Garg

ANKIT BEGRAJJI CONSTRUCTION PVT. LTD.

Direct

- A sum of Rs. 50,00,000/- (Rupees Fifty Lakhs) only shall be paid within 3 months for the date of execution of this agreement.

3. In consideration of the owner having agreed to permit the developer to sell, save and except owners allocation 33.33% saleable space as allocated shop rooms, show rooms, office space, residential flats, parkings and other saleable units/premises of the said premises and construct, erect and complete the building in the said land as the developer agrees:

- At their own costs shall obtain all necessary permissions and/or approvals and/or consents.
- In respect of the consideration of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.
- To bear all costs, charges and expenses for construction of the building at the said premises.

ARTICLE - VI, OWNER'S ALLOCATION

1. **OWNER'S ALLOCATION:** shall mean 33.33% of the entire sale proceeds and absolute right over 33.33% of the saleable space in equal proportion from front to back and in each floors of the proposed building together with the undivided Proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building including proportionate Car Parking Space at the ground floor and/or basement.

Am Kumar Gubwal

SHRI SURESH H CONSTRUCTION PVT. LTD.
Director

2. The Developer shall construct, erect and complete at its own costs the entire common facilities and amenities for the said building by using good quality materials which will be specified for construction purpose for which owner hereof has no liability of any nature whatsoever.

3. The Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of the owner's allocation and of the undivided proportionate share in common facilities and amenities except what has been hereby accepted/declared.

ARTICLE - VII, DEVELOPERS ALLOCATION

1. In consideration of the above the developer shall be entitled to the developer's allocation of the saleable space viz. remaining saleable space area i.e. (excluding the owner's share) in the building to be constructed at the said premises together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building and/or buildings and the developer shall be entitled to enter into agreement for sell and transfer by its own name with any transferees for their residential cum commercial purpose and to receive and collect all moneys in respect thereof which shall absolutely belong to the developer and it is hereto expressly agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as consent by the owner and comply with all other obligation of the developer to the owner under this agreement. It is further agreed that the owner shall be a party in the deed of conveyances to be executed by the developer in respect of his allocation. The developer will be a confirming party in all such deeds.

Arum Kumar Goudaraj

ARVIT BEGRAJJI CONSTRUCTION PVT. LTD.
Arvitt Begrajji
Director

ARTICLE - VIII, THE OWNER'S OBLIGATION

1. That the allocation of the owners will be 33.33% saleable space and the allocation of the developers will be the rest of the 66.67% of the saleable Space in the building as per sanctioned plan duly sanctioned by the appropriate authority.
2. That the Owner/First Party shall not demand for any payment apart from that mentioned in this indenture whatsoever and any liability on part of the owner's such as P.F., E.T. and/or any other kind of personal liability to clear the said property shall be borne solely by the Owner.
3. That the owner shall co-operate for the renewal of plan and get it sanctioned from the respective authority at the cost of Developer.
4. That in case of any dispute or obstructions in respect of title and/or possession of the below scheduled land, before/during/post construction, the Developers shall take all necessary measures to resolve it and the land owners shall co-operate in any manner to resolve the same at the cost of the owner and with his consent. Any delay in project due to such dispute or obstructions shall not be considered as delay in the part of the developer in completion of the project.

ARTICLE - IX, THE DEVELOPER'S OBLIGATION

1. That the allocation of the owners will be 33.33% saleable space as mentioned in owners allocation and the allocation of the developers will be the rest of the 66.67% of the saleable Space as mentioned in developers allocation in the building as per sanctioned plan duly sanctioned by the Siliguri Municipal Corporation/Rajganj Block Development Officer.

from Kumar Gaiswal

SHRI RAJESH K. CONSTRUCTION PVT. LTD.
[Signature]
Director

2. The Developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and by-law of the authority concerned and in conformity with the sanctioned plan as aforesaid.
3. The developer shall indemnify and keep the owner saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the developer during demolition and construction of the new building and/or buildings, including claims by the owner of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the developer on any account whatsoever, including any accident or other loss, any demand and/or claim made by the owner of the developer's area and any action taken by the corporation and/or any other authority for any illegal or faulty construction or otherwise of the new building and the developer shall also indemnify and keep the owner indemnified in respect of all costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the developer, in pursuance of the authorities granted as aforesaid.
4. That the Landowner shall handover all documents, building plans and other related documents etc. to the developers after the completion of building, if in future Landowners requires the same it shall be provided by the developers.
5. That henceforth all documentation and plan renewal with all relevant legal cost to be borne by the developer which will be excluded from land owner's entity.

Annu Kumar Gidwani

ANNU KUMAR GIDWANI
DIRECTOR

Director

6. That the Developer shall construct the multistoried Building/tower(s) in good order and shall use standard quality of materials. The quality of materials shall be such as may from time to time be recommended by the Architect and such recommendation of the Architect shall be acceptable to the parties hereto.
7. That the Developer at its own cost and expenses shall obtain connections for water, electricity, Fire, drainage, sewerage, Security System for common areas, Landscaping and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction use and enjoyment of the Buildings. The said connection may be in the name of the Developer and/or the Owner and/or both of them.
8. That the Second Party/Developer shall be solely liable and responsible to look after, supervise manage and administer the progress and day to day work of construction of the proposed multistoried buildings and towers.
9. That the second party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses.
10. That the Developer shall complete all the common areas requisites such as fire, septic tanks, common bathroom, parking lots, common electricity, flooring, plumbing and waters (for common), exterior painting works, boundary wall and common roads and passage, etc.
11. That in case of any dispute or obstructions before/during/post construction, the Developers shall take all necessary measures to resolve it and the land owners shall co-operate in any manner to resolve the same.

From Kumar Jaiswal

BEGRALJI CONSTRUCTION PVT. LTD.
[Signature]
Director

12. That in no case the owner shall create any charge or mortgage or otherwise with the below scheduled property of the land owner.

ARTICLE X - POWER OF ATTORNEY

1. It is further understood that to facilitate the construction of the new building and/or buildings 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 owner and various applications and other documents may be required to be signed or made by the owner from time to time relating to which specific provisions may not have been mentioned herein and the owner hereby agrees to do (provided it should not affect the right and interest of the owner in terms of his title, allocation and saleable space) at the costs and expenses of the developer all such acts, deeds, matters and things and execute such application, papers and such further/ additional power of attorney and/or authorization as may be required by the developer.

2. The owner shall sign, execute and register one General Power of Attorney in favor of the developer at the time of hand over of the total owner's allocation, 33.33% of the entire project to the land owner for (a) compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder, (b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the developer hereunder (including those relating to sell, conveyance or otherwise transfer of the developer's allocated share) and Developer hereof shall execute a General Power of Attorney in favor of Land Owners or one of their representative for Sell, conveyance or otherwise transfer the Owner allocated share of the saleable space.

Arjun Kumar Goyal

J BEGRAU JI CONSTRUCTION PVT. L

Direct

ARTICLE - XI CONSTRUCTION

1. The developer shall be solely and exclusively responsible for construction of the said building.
2. The construction shall be completed within 3 years of the execution of this agreement subject to force majeure. Further the stipulated time can be extended for a period of not more than 6 months. Any Delay due to any court's order during ongoing construction shall not be taken in consideration for calculation of above 3 years or such extended period as the case may be.
3. That the Architects and Engineers so appointed shall be the deciding authority for the quality of the material used in construction and of the construction work too. They shall also be authorized to declare whether the residential/ commercial premises are fit for possession or not.
4. That in case of default by the developer, the interest free refundable Security Deposit so paid shall be refunded by the First Party to the Second Party within a period of 12 (Twelve Months) from the date of occurrence of such default and agreement will be terminated.
5. In case the construction is not started in the stipulated time period of 2 years and 6 months grace period the land owner is entitled to terminate the agreement and take back possession of land and revoke all powers given to the developer. The owner is not responsible to pay any expense incurred by the developer in the land in case of default by the developer.

ARTICLE - XII SPACE ALLOCATION

1. According to the completion of the floors of the building the owner shall be entitled to 33.33% of the total saleable space and the constructed area being other 66.67% of the total portions of the said building shall belong to the developer exclusively.

From Kumar Gaiswad

SHRIKANT BEGRAJ 31 CONSTRUCTION PVT. LTD.
Director

2. After the sanction of building plan by the authority concerned, demarcation of individual allocation has to be as per the floor plan and the allocation of undivided proportionate right, title and interest in the land and common facilities and amenities and common portion of the said building and the open space shall exclusively belong to the owner and the developer contained herein.
3. The owner shall be entitled to transfer or otherwise deal with the owners allocation in the building without any claim whatsoever of the developer.
4. The developer shall be exclusively entitled to the developer's allocation in the building with exclusive right to obtain transfer from the owner and to transfer or otherwise deal with or dispose of the same without any right, claim or interest therein whatsoever of the owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the developer's allocation.
5. That Developer shall handover the allocation of the owner in the sellable condition by constructing the partition wall, flooring, wall putty, electrical points etc. and complete it all respect in sellable condition.

ARTICLE - XIII, BUILDING

1. The developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the sanctioned plan as aforesaid with good and standard materials as may be specified by the architect from time to time.

Hem Kumar Gaiswal

RAVINDR BEGRAJJI CONSTRUCTION PVT. LTD.
[Signature]
Director

2. Subject as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding on the parties hereto. The owner may inspect the site during the construction period and may indicate any variation and/or regarding quality of material if it is poor.
3. The developer shall erect in the said building at its own costs as per specification and drawings provided by the architect, pump, tube well, water storage tanks, lift, overhead reservoirs, septic tank, electrification, generators, permanent electric connection and until permanent electric connection is obtained temporary electric connection shall be provided and other facilities as are required to be provided in a residential cum commercial building and constructed spaces for sell and/or lease of constructed space therein on ownership basis.
4. The developer shall be authorized in the name of the owner in so far as the necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building materials allocable to the owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction or enjoyment of the building or buildings for which purpose the owner shall execute in favour of the developer a power of attorney as shall be required by the developer without incurring any liability to the owner.
5. The developer shall at its own cost and expenses construct and complete the building and various units and/or apartments herein accordance with the building plan and amendments thereto or modification thereof made or caused to be made by the developer.
6. All costs, charges and expenses including architect fees shall be paid, discharged and borne by the developer and the owner shall have no liability in this context.

Arun Kumar Gajwani

SHRI VEERAJI CONSTRUCTION PVT. LTD.
Director

7. That after the construction of the Building developer hereof shall at its own cost and expenses install a Transformer and Generator in the building, the Land owner shall have no liability for the same.
8. The developer shall provide at its own cost supplying electricity, main switch, socket etc water pipeline, sewerage connection in portion of the owner's allocation.
9. It is agreed between the land owner and developer that the land owner shall be entitled to use the common passage for the ingress and egress on his remaining portion of land at all time without any objection from the developer or any person claiming under them.

ARTICLE XIV COMMON FACILITIES

1. The developers shall pay and bear the property taxes and other dues and outgoing of the said building according to dues as and from the date of this agreement till the said building is fully constructed. Thereafter respective purchaser of spaces shall bear the same proportionately.
2. As and from the date of service of letter of possession in respect of the new building/ construction, the owner and the developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both owner's and developer's allocation and the said charges shall include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes, light, sanitation and lift maintenance, operation, repair and renewal charges for bill collection, maintenance of the common facilities, renovation, replacement, repair and renewal charges and expenses for the building and of the common wiring, pipes, lifts, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

Ankur Kumar Gaiswal

ANKIT BEGRAJ JI CONSTRUCTION PVT. LTD.
Director

ARTICLE - XV, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the constituted attorney of the owner to defend all actions, suits and proceedings which god forbids may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the developer specifically may be required to be done by the developer and for which developer may need the authority of the owner's application and other documents may be required to be signed or made by the owner relating to which specific provisions may not have been mentioned herein. The owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the owner shall execute authorizations as may be required by the developer for the purpose and the owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the owner and/or go against the spirit of this agreement.

2. It is hereby expressly agreed by and between the parties hereto that owner shall be liable and responsible to make good the title and/or possession in case any dispute arises relating to the title and/or possession of the below schedule land and to defend all actions, suits and proceedings which god forbids may arise in respect of the said land on which the building is to be constructed.

3. Any notice required to be given by the developer shall without prejudice to any other mode of service available deemed to have been served on the owner if delivered by hand with due acknowledgement at the residence of the owner and shall likewise be deemed to have been served on the developer by the owner if delivered by hand or send by pre paid registered post to the registered office of the developer.

Arum Kumar Jaiswal

ARUN BEGRAJJI CONSTRUCTION PVT. LTD.
[Signature]
Director

4. Both the developer and the owner shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof, all the owner hereby agree to abide by all the rules and regulations, as such management, society/ association/ holding organization do hereby give their consent to abide by the same.

5. The name of the building shall be any name as decided by the developer.

6. The owner hereby assures the developer that there is no existing agreement regarding the development or sell of the said land and that all other agreement if any prior to this agreement have been cancelled and the owner agrees to indemnify and keep indemnified the developer against any or all claims made by any third party in respect of the said premises.

ARTICLE - XVI, FORCE MAJEURE

1. The parties hereto shall not be liable for any obligation hereunder to the extent that the performance of the relative obligation are prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the force majeure.

2. The Developer shall not be liable nor responsible for any loss or damage caused by the act of God or on happening of anything/act behind its control such as Earthquake, Flood, Lightning, Acid Rain etc. inspite of constructing the building with seismic designee or standard quality materials with proper supervision of the developer.

3. Force Majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout, air raid and/or any court order or injunction restraining the construction of the building or buildings at the said property (not occasioned at the instance of the developer) and/or changes in any municipal or other rules and laws relating to sanction of plans after the same is submitted for sanction.

Arunkumar Gaidwal
KIT BEGRAJJI CONSTRUCTION PVT. LT.
Direct

ARTICLE - XVII, JURISDICTION

The ordinary original civil jurisdiction of the Hon'ble Siliguri Court shall have jurisdiction to entertain, try and determine all actions and suits arising out of this agreement.

ARTICLE - XVIII, PAYMENT SCHEDULE

1. That the Second Party shall also pay to the First Party as interest free refundable security deposit for this indenture a total sum of Rs.65,00,000/- (Sixty Five Lakhs) only in the manner as under:

- A sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs) only at the time of execution and registration of this agreement and;
- A sum of Rs. 50,00,000/- (Rupees Fifty Lakhs) only shall be paid with 3 (Three) months from the Date of Execution of this Agreement.

SCHEDULE OF LAND

All that piece or parcel of homestead land measuring 81 (Eight one) Katha 13 (One Three) Chhatak appertaining to and forming part of R.S. Plot No. 18 (One Eight), 19 (One Nine) of R.S. Sheet No. 4 (Four), recorded in R.S. Khatian No. 840/11 (Eight Four Zero by One One), 840/13 (Eight Four Zero by One Three) & 840/17 (Eight four Zero by One Seven) of Mouza - Dabgram, J.L. No. 02 (Two), within Jurisdiction, P.S, Sub-Division and Sub-Registry office at Jalpaiguri under Dabgram-I Gram Panchayat, Pargana - Baikunthapur, in the District of Jalpaiguri.

The Land is butted and bounded as follows:-

- NORTH : LAND OF OTHERS,
SOUTH : 16 FEET WIDE ROAD,
EAST : FOREST,
WEST : 60 FT WIDE PUCCA EASTERN BYEPASS ROAD & LAND OTHER

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

W I T N E S S E S

E X E C U T A N T S

1.



[ANURAG JAISWAL]

S/o Anur Kumar Jaiswal

2 1/2 mile near checkpoint

S. 1, 1, 9, 1.



(FIRST PARTY)

2. Presh Roy

S/o, D.N Roy

Bahugana


ANKIT BEGRAJJI CONSTRUCTION PVT. LTD.



Director

(SECOND PARTY)

Drafted by me and printed at my office.



RAJESH KUMAR AGARWAL
ADVOCATE/SILIGURI
Reg. No. WB/73/1997

MEMO OF RECEIPT

Rs. 15,00,000/-

RECEIVED of and from the
within named DEVELOPER by
within named LAND OWNERS the
within sum of Rs. 15,00,000/-
(Rupees Fifteen Lakh) only
paid by RTGS/CHEQUE by the
DEVELOPER by RTGS to the
LANDOWNER as interest free
security deposit in respect
of this development agreement
as per the terms conveyed
herein.

Arun Kumar Jaiswal

FINGER IMPRESSION

THUMB

FORE FINGER

MIDDLE FINGER

RING FINGER

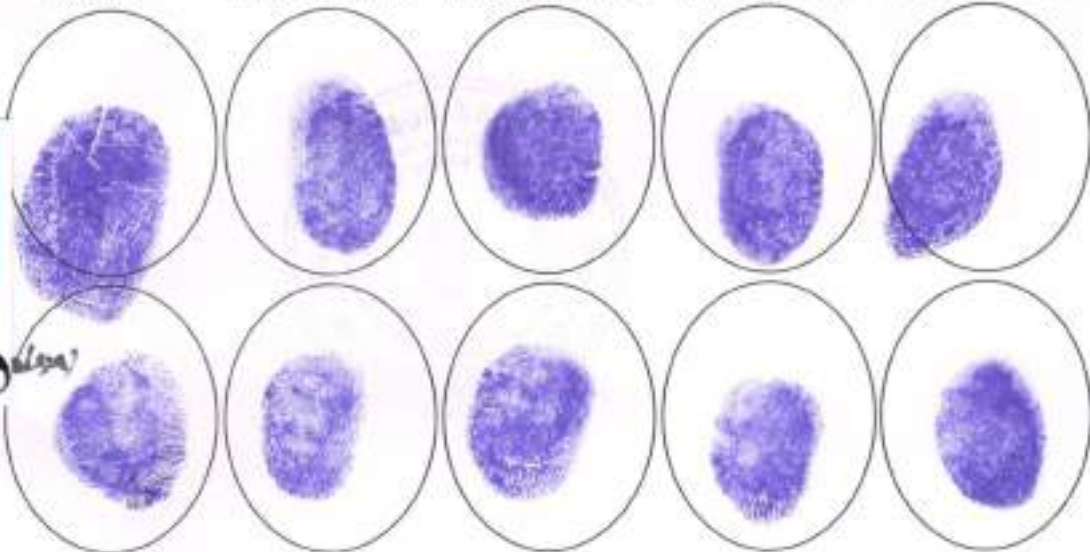
LITTLE FINGER



Arun Kumar Gaiswal

L
E
F

H
T



Arun Kumar Gaiswal

SIGN

FINGER IMPRESSION

THUMB

FORE FINGER

MIDDLE FINGER

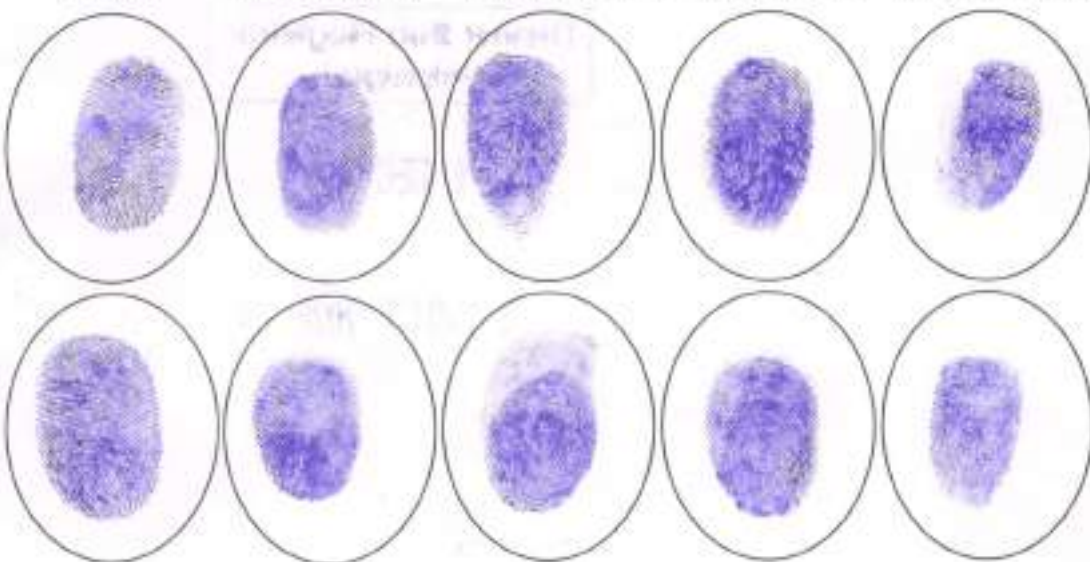
RING FINGER

LITTLE FINGER



L
E
F

T



Prithvi

SIGN

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER

ADFPJ8157K



नाम / NAME

ARUN KUMAR JAISWAL

पिता का नाम / FATHER'S NAME

BIRJU PRASAD JAISWAL

जन्म तिथि / DATE OF BIRTH

11-01-1959

हस्ताक्षर / SIGNATURE

Arun Kumar Jaiswal

CB Das

आर.ए.ए. सं. ५४-१११

COMMISSIONER OF INCOME-TAX, W.S. - II

Arun Kumar Jaiswal



ভারতীয় বিশিষ্ট পরিচয় প্রকল্প

ভারত সরকার

Unique Identification Authority of India

Government of India

আধিকারিক আইডি / Enrollment No. : 1215/10331/00900

06/04/2014

To
Arun Kumar Jaiswal
অরুণ কুমার জৈসওয়াল
SHES BASANTA ROAD
JYOTINAGAR
SEVOKE ROAD
WARD NO 41
Siliguri (m. corp.)
Sevoke Road, Jalpaiguri
West Bengal - 734001
8832083702



KL882320222FT

88232022



আপনার আধার সংখ্যা / Your Aadhaar No. :

2436 4972 2799

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার

Government of India



অরুণ কুমার জৈসওয়াল
Arun Kumar Jaiswal
পিতা : বিজু প্রসাদ জৈসওয়াল
Father : Biju Prasad Jaiswal

সংক্রমণিকাক্রম 1101/1508
সঙ্গ / Male

2436 4972 2799



আধার - সাধারণ মানুষের অধিকার

Arun Kumar Jaiswal

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

बचत खाता संख्या कार्ड
Passbook Account Number Card

AATCA8177G

कॉर्पोरेशन का नाम
ANKIT BEGRAJJI CONSTRUCTIONS
PRIVATE LIMITED

स्थापना की तिथि
Date of Incorporation/Registration
07/08/2020



ANKIT BEGRAJJI CONSTRUCTION PVT. LTD.

Director

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

ANKIT MITTAL

RAJENDRA MITTAL

14/10/1980

Permanent Account Number
BEYPM6343D

Ankit Mittal
Signature



AN000010

Ankit Mittal



ভারত সরকার

Government of India



অঙ্কিত মিটাল

Ankit Mittal

পিতা : রাজেন্দ্র কুমার আগরওয়াল

Father: RAJENDRA KUMAR AGARWAL

জন্মতারিখ / DOB: 14/10/1990

সুন্দর / Male



5141 1356 5733

আধার - সাধারণ মানুষের অধিকার



আধার

ঠিকানা: প্রকাশ নগর, সালুগড়া
ওয়ার্ড নং ৪২, সিলিগুরি(মৌজাভাগ)
সেবক রোড, জলপাইগুড়ি পশ্চিম বঙ্গ

ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

Unique Identification Authority of India

Address: PRAKASH
NAGAR, SALUGARA,
WARD NO 42 Siliguri (m
corp) Jalpaiguri, Sevoke
Road, West Bengal, 734001

5141 1356 5733

1947
1800 500 1947

help@uidai.gov.in

www.uidai.gov.in

Ankit Mittal



भारत सरकार
Government of India



अनुराग जैसवाल
Anurag Jaiswal
पिता : अनुर कुमार जैसवाल
Father : Anun Kumar Jaiswal

आधार/DOB: 28/07/1987
पुं / Male



9225 0475 3085

आधार - साधारण मानुषेअ अधिकार



भारत सरकार
UIDAI
Unique Identification Authority of India

ठिकाण: आशियाना हाउस ज्योतिनगर
सेवोके रोड, ईशाना नगर
पिनकोड: (734001), जैसवाल रोड
बंगलोर, पश्चिम बंगाल

Address: ashiana house
JYOTINAGAR, SEVOKE
ROAD, ward no 41, Siliguri
(m corp), Jalpaiguri, Sevoko
Road, West Bengal, 734001

9225 0475 3085

1867
1900 301 1967

help@uidai.gov.in

www.uidai.gov.in



Govt. of West Bengal
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 192020210112788961

GRN Date: 12/10/2020 12:04:56

BRN : 53272818

Payment Mode Online Payment

Bank : ICICI Bank

BRN Date: 12/10/2020 12:05:39

DEPOSITOR'S DETAILS

Id No. : 2001278339/1/2020
[Query No./Query Year]

Name : Rajesh Kumar Agarwal

Contact No. : Mobile No. : +91 9434020016

E-mail :

Address : Siliguri

Applicant Name : Mr RAJESH KUMAR AGARWAL

Office Name :

Office Address :

Status of Depositor : Advocate

Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount[₹]
1	2001278339/1/2020	Property Registration- Stamp duty	0030-02-103-003-02	74000
2	2001278339/1/2020	Property Registration-Registration Fees	0030-03-104-001-16	7
			Total	74007

In Words : Rupees Seventy Four Thousand Seven only

Major Information of the Deed



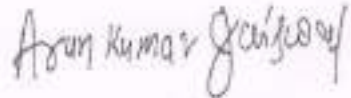
Deed No :	I-0702-01573/2020	Date of Registration	08/12/2020
Query No / Year	0702-2001278339/2020	Office where deed is registered	
Query Date	06/10/2020 11:08:14 AM	0702-2001278339/2020	
Applicant Name, Address & Other Details	RAJESH KUMAR AGARWAL S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9734071122, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
	Rs. 6,59,72,401/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,001/- (Article:48(g))	Rs. 15,039/- (Article:E, B, M(b), H)		
Remarks			

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Gram Panchayat: DABGRAM-I, Mouza: Dabgram Sheet No - 4, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-18	RS-840	Bastu	Bastu	21 Katha 13 Chatak		2,10,14,026/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	RS-19	RS-840	Bastu	Bastu	60 Katha		4,49,58,375/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
		TOTAL :			134.9906Dec	0 /-	659,72,401 /-	
		Grand Total :			134.9906Dec	0 /-	659,72,401 /-	

Land Lord Details :




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri ARUN KUMAR JAISWAL (Presentant) Son of Late Birju Prasad Jaiswal Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Office			
		12/10/2020	LTI 12/10/2020	12/10/2020

SHES Basanta Road, Jyoti Nagar, Sevoke Road, Ward, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ADxxxxxx7K, Aadhaar No: 24xxxxxxxx2799, Status :Individual, Executed by: Self, Date of Execution: 12/10/2020 , Admitted by: Self, Date of Admission: 12/10/2020 ,Place : Office

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No., P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN - 734001 , PAN No.:: AAxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri ANKIT MITTAL Son of Shri Rajendra Kumar Agarwal Date of Execution - 12/10/2020, , Admitted by: Self, Date of Admission: 12/10/2020, Place of Admission of Execution: Office			
		Oct 12 2020 4:55PM	LTI 12/10/2020	12/10/2020
Shanti Warehouse, 3rd Mile, Sevoke Road, Siliguri, P.O:- Salugara, P.S:- Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN - 734008, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 51xxxxxxxx5733 Status : Representative, Representative of : ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED (as Director)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Anurag Jaiswal Son of Mr Arun Kumar Jaiswal 2.5 Mile Sevoke Rd, P.O:- Sevoke Road, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001			
	12/10/2020	12/10/2020	12/10/2020
Identifier Of Shri ARUN KUMAR JAISWAL, Shri ANKIT MITTAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri ARUN KUMAR JAISWAL	ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED-35.9906 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri ARUN KUMAR JAISWAL	ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED-99 Dec

On 12-10-2020

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

Presented for registration at 16:49 hrs on 12-10-2020, at the Office of the D.S.R. JALPAIGURI by Shri ARUN KUMAR JAISWAL ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 6,59,72,401/-

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

Execution is admitted on 12/10/2020 by Shri ARUN KUMAR JAISWAL, Son of Late Birju Prasad Jaiswal, SHES Basanta Road, Jyoti Nagar, Sevoke Road, Ward, P.O: SEVOKE ROAD, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr Anurag Jaiswal, , Son of Mr Arun Kumar Jaiswal, 2.5 Mile Sevoke Rd, P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, 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 12-10-2020 by Shri ANKIT MITTAL, Director, ANKIT BEGRAJ JI CONSTRUCTIONS PRIVATE LIMITED (Private Limited Company), Shanti Warehouse, 3rd Mile, Sevoke Road, Ward No., P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN - 734001

Indetified by Mr Anurag Jaiswal, , Son of Mr Arun Kumar Jaiswal, 2.5 Mile Sevoke Rd, P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, 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 15,039/- (B = Rs 15,000/- ,E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2020 12:05PM with Govt. Ref. No: 192020210112788961 on 12-10-2020, Amount Rs: 7/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 53272818 on 12-10-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by by online = Rs 74,000/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 12/10/2020 12:05PM with Govt. Ref. No: 192020210112788961 on 12-10-2020, Amount Rs: 74,000/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 53272818 on 12-10-2020, Head of Account 0030-02-103-003-02



Prasanta Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. JALPAIGURI
Jalpaiguri, West Bengal

On 08-12-2020

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

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

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 15,039/- (B = Rs 15,000/- ,E = Rs 7/- ,H = Rs 28/- ,M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 15,032/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2020 7:13PM with Govt. Ref. No: 192020210133645961 on 09-11-2020, Amount Rs: 15,032/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 54437503 on 09-11-2020, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,001/- and Stamp Duty paid by Stamp Rs 1,000/- by online = Rs 1/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 11668, Amount: Rs.1,000/-, Date of Purchase: 21/09/2020, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 09/11/2020 7:13PM with Govt. Ref. No: 192020210133645961 on 09-11-2020, Amount Rs: 1/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 54437503 on 09-11-2020, Head of Account 0030-02-103-003-02



Prasanta Mukhopadhyay
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. JALPAIGURI
Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0702-2020, Page from 39250 to 39290
being No 070201573 for the year 2020.



Prasanta

Digitally signed by PRASANTA
MUKHOPADHYAY
Date: 2020.12.11 13:51:58 +05:30
Reason: Digital Signing of Deed.

(Prasanta Mukhopadhyay) 2020/12/11 01:51:58 PM
DISTRICT SUB-REGISTRAR
OFFICE OF THE D.S.R. JALPAIGURI
West Bengal.

(This document is digitally signed.)