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Dk. 2125404.

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION
THE SIGNATURE SHEET AND THE ENDORSMENT SHEETS ATTACHED
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

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

25 AUG 2023

Naayan K. Das

Pisangit Das

Pradyumn Das

BALAJI DEVELOPERS

Dipin Aggarwal
Partner

Kaj

DEVELOPMENT AGREEMENT

N. J. Stamp

SL. No. 624.....Date 19/05/23

Sold to Balaji Developers

of Siliguri

Value 50000 Rupees Five Thousand only



JAYABRATA BANIK

Govt. Stamp Vender

A.D.S.R. Office Bagdogra

L/No- 539-R.M/Darjeeling

Year 2007



Add. Dist-Sub Registrar
Siliguri-II at Bagdogra, Dist. Darjeeling

25 AUG 2023

Swapn Kumar Das.

Biswajit Das

Ashok Shah

BALAJI DEVELOPERS

Nitin Agarwal

Partner

DEVELOPMENT AGREEMENT

THIS INDENTURE MADE ON THIS THE
25th DAY OF August 2023

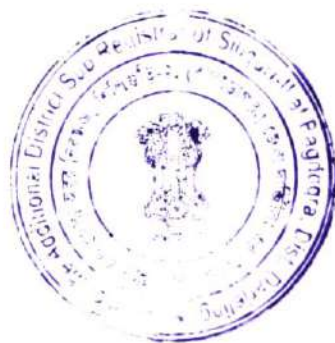
BETWEEN

1. SRI SWAPAN KUMAR DAS(P.A. No. ACLPD2940B) (Aadhaar No.5651 7218 3670) S/O Late Shambhu Nath Das, **2. SRI BISWAJIT DAS**(P. A. No. AEIPD7670K)(Aadhaar No. 5345 0600 5935) S/O Late BijliBhushan Das & **3. SRI ASHOK SHAH**(P. A. No. AILPS6194E) (Aadhaar No. 7554 9105 9484) S/O Sri Bhagwan Shah, all are Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Matigara Bazar, Matigara, P.O & P.S-Matigara, Dist. Darjeeling, Pin-734010, in the State of West Bengal, hereinafter jointly called the "**FIRST PARTY/LAND OWNERS**"(Which expression shall and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

"BALAJI DEVELOPERS"(P. A. No. AAYFB6503F), a partnership firm, having its office at "Sanjeevani Medical", S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, represented by one of its partner **SRI NITIN AGARWAL**(P. A. No. APEPA4794E)(Aadhaar No. 3428 0413 5260) S/O Sri Suresh Kumar Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, residing at Sreemasarani By Lane, Babupara, Siliguri, P.O-Siliguri Town, P.S-Siliguri, Dist-Darjeeling, Pin-734004, in the State of West Bengal, herein after called the "**DEVELOPER/PROMOTER/CONFIRMING PARTY**"(Which expression shall mean and include unless excluded by or repugnant to the context its, partners, executors, successors-in-Office, administrators, legal representatives and assigns) of the **OTHER PART.**

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Additional District Sub-Registrar
Siliguri-II at Bagdogra, Dooars, Darjeeling District

25 AUG 2023

Sachin Kumar.

Biswajit Das

Sachin Kumar

BALAJI DEVELOPERS

Nitin Agarwal

Partner

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

A).

WHEREAS the Land Owner No. 1, 2 & 3 are the joint absolute owner in possession of all that piece and parcel of land measuring 4.3(Four Point Three) Decimals, appertaining to R. S. Plot No. 29 corresponding to L. R. Plot No. 102, recorded in L. R. Khatian Nos. 157 & 162, situated at Mouza-Mathapari, J. L. No. 79, Police Station-Matigara, Pargana-Patharghata, Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling, by Virtue of Deed of Sale, recorded in Book No. I, CD Volume No. 9, pages from 2718 to 2732, being Document No. 03227, for the year 2012, registered at Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling, executed by **Smt. Bhagirathi Debi & Others** of M. R. Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist. Darjeeling and shall ever since then the Land OwnerNo. 1, 2 & 3 have been in exclusive and peaceful possession of land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

B).

WHEREAS the Land Owner No. 1, 2 & 3 are also the joint absolute owner in possession of all that piece and parcel of land measuring 29.4(Twenty Nine Point Four) Decimals, appertaining to R. S. Plot Nos. 13& 29 corresponding to L. R. Plot Nos. 100, 101 & 102, recorded in L. R. Khatian Nos. 157 & 162, situated at Mouza-Mathapari, J. L. No. 79, Police Station-Matigara, Pargana-Patharghata, Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling, by Virtue of Deed of Sale, recorded in Book No. I, Volume No. 53, pages from 181 to 190, being Document No. 2721, for the year 2003, registered at Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling, executed by **Smt. Panna Devi & Others** of M. R. Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist. Darjeeling and shall ever since then the Land OwnerNo. 1, 2 & 3 have been in exclusive and peaceful possession of land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

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Biswajit Das

Smt. Panna Devi

BALAJI DEVELOPERS

Ditin Agnewal

Partner

C).

WHEREAS the Land Owner No. 1, 2 & 3 are also the joint absolute owner in possession of all that piece and parcel of land measuring 11(Eleven) Decimals, appertaining to R. S. Plot No. 29 corresponding to L. R. Plot No. 102, recorded in L. R. Khatian Nos. 157 & 162, situated at Mouza-Mathapari, J. L. No. 79, Police Station-Matigara, Pargana-Patharghata, Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling, by Virtue of Deed of Sale, recorded in Book No. I, being Document No. 3294, for the year 2004, registered at Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling, executed by **Smt. Panna Devi & Others** of M. R. Road, Khalpara, Siliguri, P.O & P.S-Siliguri, Dist. Darjeeling and shall ever since then the Land Owner No. 1, 2 & 3 have been in exclusive and peaceful possession of land without any act of hindrance or obstruction from anybody and the aforesaid land is fully described in the schedule herein below.

AND WHEREAS thereafter Land owners No.1, 2& 3 recorded the land in their names, in the record of rights at the Office of B.L. & L.R.O, Shivmandir & shall ever since Six New L. R. Khatian, being Khatian No. 422 as well as 1132 is framed in the name of Land owner No.1, being Khatian No. 423 as well as 1131 is framed in the name of Land owner No. 2 & being Khatian No. 424 as well as 1130 is framed in the name of Land owner No. 3, as per provision of W. L. R. Act, 1955.

AND WHEREAS due to scarcity of fund & lack of knowledge of constructions works the first party/land owners approached the Second Party/Developer to enter into this agreement for the developing their land by constructing of residential Cum Commercial Apartment on the said plot of land after getting Valid Building Plan from the prescribed authority.

WHEREAS:

A. For the purpose of an integrated development of the aforesaid land, the land owners/ First Party approached Second Party (Developer) to develop the said plot of land total measuring 44.7 decimals and for that purpose approached the developer firm herein to develop the said premises by constructing a multistoried building thereon to which the developer firm has agreed on the terms and conditions stated hereunder.

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BALAJI DEVELOPERS

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Partner

B. The owners/ First Party hereby declare that the said premises are free from all encumbrances' charges, liens, lispendences, and attachments or trust whatsoever or however created.

C. All costs, charges and expenses in connection with preparation of the plan for construction of the building at the said premises and getting the same approved and/ or sanctioned by the Gram Panchayat/Siliguri Jalpaiguri Development Authority, and for completing the construction of 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.

D. Owner/First Party have agreed to grant an exclusive right of development of the said premises in favour of the developer for the construction and on the terms and conditions stated hereinafter. The developer shall be at liberty to appoint any contractor/s, if required for the development of the said premises.

And the developer shall have also liberty to include any partner or financier on his part before or during the continuation of this project and if for the said purpose if any addition is required in this agreement or a fresh agreement is required to be executed in this respect without harming any interest of the owners part then the owners shall comply with it.

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

ARTICLES 1 – DEFINITIONS

In this agreement, unless otherwise specifically mentioned: Developer shall mean the said firm namely "**BALAJI DEVELOPERS**" the said firm not only as Developer but also as having whatsoever right, title or interest that he/she/they may have had or has as executor, Legatee, trustee, Beneficiary or otherwise in respect of the said premises described in the first schedule hereunder written and also its legal representatives, executors and assigns.

1.1 Premises shall mean all that the entirety of the said land more fully and particularly described in the first schedule hereunder written.



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BALAJI DEVELOPERS

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1.2 Building shall mean the building to be constructed at the said premises under the rules and regulations of the Gram Panchayat/Siliguri Jalpaiguri Development Authority for the time being prevailing as per the plan or plans to be sanctioned by the Gram Panchayat/Any other local Authority.

1.3 Unit shall mean the constructed area and/or space in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building to be constructed at the said premises.

1.4 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.

1.5 Plan shall mean the plan or plans, elevation, design's drawings and specification of the buildings as shall be sanctioned by the Gram Panchayat including revised plan, modification or variation thereof which may be made from time to time.

1.6 Saleable area shall mean the spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required there for.

1.7 Owners' allocation shall be:

(a). The Land Owners(First Party) allocation shall be only 50% of the Sale consideration value of total constructed area i.e. Flats, Commercial & Parking's in the building constructed upon the said land measuring 44.7 decimals after deducting of all expenses relating to marketing, advertisement & commission to the brokers or any type of taxes direct or indirect.

(b). The Land Owners shall get Rs.1,00,00,000/- (Rupees One Crore) only from the Developer as an Advance money, out of that Rs.50,00,000/- (Rupees Fifty Lakhs) only already paid by the Developer to the Land Owners and the Developers has paid Rs.30,00,000/- (Rupees Thirty Lakhs) only at the time of execution of this agreement & balance Rs.20,00,000/- (Rupees Twenty Lakhs) only at the time of start of foundation of the said project & the necessary TDS shall be deducted as & when required from the aforesaid total amount.

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BALAJI DEVELOPERS

With Agreement
Partner

(c). The aforesaid amount of Rs.1,00,00,000/- (Rupees One Crore) only shall be deducted from the shares of land owners.

(e). That the next payment shall be paid to the Land owner out of his Share at the end of 1.5 Year, only after the start of Foundation work after adjusting of Rs.25,00,000/- from the advance of Rs.1,00,00,000/-.

(d). That there after next payment shall be paid Quarterly out of his share from the Total Consideration of Sale Value and further Rs.75,00,000/- from the advance of Rs.1,00,00,000/- shall be adjusted in Six Quarter Equally.

(e). Further to be noted that as and when Land owner Receives Rs. 4,00,00,000/- from the Land developer out of his share, Land developer will adjust the full Advance amount of Rs.1,00,00,000/- from Rs.4,00,00,000/-.

1.8 Developer' allocation shall be:

(a). The Developer (Second Party) allocation shall be only 50% of the Sale consideration value of the total constructed area i.e. Flats, Commercial & Parking's in the building constructed upon the said land measuring 44.7 decimals.

ARTICLE II – COMMENCEMENT.

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

ARTICLE III – OWNERS' RIGHTS & REPRESENTATIONS

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

3.2 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 of the person/s claiming under him/her.

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BALAJI DEVELOPERS

Nitin Agarwal

Partner

3.3 That amount on sale proceed and advances to be taken by Developer' any share of Land owner to be disbursed by Developer as per payment terms made after Deducting TDS.

3.4 In case of any capital gains arising out of the said land, the liability of such capital gains shall be held by the First Party.

3.5 The said premises is free from all encumbrances, lien, lispendences, attachment, trust, acquisition and requisition whatsoever or howsoever.

3.6 That both Owners and Developers shall jointly execute the Agreement of Sale and Deed of Sale in favour of the Purchasers and no single party shall have the right to execute the sale deed in favour of the Purchasers.

ARTICLES IV – DEVELOPER'S RIGHTS

4.1 The owners do hereby grant, subject to the provision contained herein, exclusive right to the developer to build upon and to commercially exploit the said premises and constructing the multistoried building at the said premises in accordance with the plan to be sanctioned by the Gram Panchayat/Siliguri Jalpaiguri Development Authority.

All applications, plans as may be required by the developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the developer at his own cost and shall be signed by the owners and/or the developer and submitted by the developer at the developer's own cost and expenses for sanction. However the owners shall give their full co-operation by their signature and also by their presence if so required at anytime during the project. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Gram Panchayat and other authorities shall be borne and made by the developer provided however 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.

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BALAJI DEVELOPERS

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Partner

4.2 The developer/ second party shall have right to purchase and also shall enter into the any agreement/joint venture agreement/ or any other agreement of the same for any piece & parcel of land adjacent to this land premises without any intimation/notice to the First Party, they are authorized to construct the Building as per the plan to be approved by concerned authority in the entire land premises.

4.3 The developer/ second party shall be arrange to sale the total constructed area of the said building including the shares of land owner shares to the intending purchasers & Developer Shall paid the consideration money to the land owner as per their share.

4.4 The developer/ second party shall have right to collect the GST from the intending purchasers.

4.5 That both Owners and Developers shall jointly execute the Deed of Sale in favour of the Purchasers and no single party shall have the right to execute the sale deed in favour of the Purchasers.

ARTICLES – V CONSIDERATION

5.1 In consideration of the owner's allowing the developer to develop the said premises, The Developer(Second Party) allocation shall be 50% of the Sale consideration value of total constructed area i.e. Flats & Parking's in the building constructed upon the said land measuring 44.7 decimals.



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BALAJI DEVELOPERS

Nitin Agarwal

Partner

ARTICLE VI –PROCEDURE

6.1 The owners shall grant a power of attorney in favour of the developer i.e. **"BALAJI DEVELOPERS"**(P. A. No. AAYFB6503F), a partnership firm, having its office at "Sanjeevani Medical", S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, represented by one of its partner **SRI NITIN AGARWAL**(P. A. No. APEPA4794E)(Aadhaar No. 3428 0413 5260) S/O Sri Suresh Kumar Agarwal, Hindu by Religion, Business by Occupation, Indian by Nationality, residing at Sreemasarani By Lane, Babupara, Siliguri, P.O-Siliguri Town, P.S-Siliguri, Dist-Darjeeling, Pin-734004, in the State of West Bengal, for obtaining necessary permission and/or sanctions from different authorities such as Gram Panchayat, SJDA and all other Government and Semi government departments and authorities for Building Plan, LUCC, Aviation, Pollution, Traffic in Gram Panchayat in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Gram Panchayat/Siliguri Jalpaiguri Development Authority 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 or till the validity of this agreement & the sale agreement and the final registry of Deed of Conveyance shall be executed by both the Vendors & Developers jointly.

6.2 That as soon as the said agreement is executed, the owners shall provide vacant land within the (15) Fifteen days from the date of execution of said instrument for the Developer to start Development/construction in the land. It is hereby clarified that the Owners shall grant a right to develop the land in favour of the Developer by virtue of this agreement, the legal and beneficial possession of the land shall remain with the Owners which the Owners shall deliver to the Developer and/or its prospective customers to the extent of Developer's Allocation after completion of the proposed building & no possession right is delivered to the developer by the owners by virtue of this agreement.

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BALAJI DEVELOPERS

Nitin Agrawal

Partner

6.3 That the Developer shall complete the construction of the proposed building and handover all the agreed premises to the Owners as falling under Owner's Allocation within a no definite specific time period from the day of sanctioning of the Building plan from the concerned authority, until and unless there is any problem beyond the control of the developer.

ARTICLE VII- SALE SPECIFICATION

7.1 Brokerage will be paid on the property being sold by any outside broker.

7.2 Subject as aforesaid, the common portion of the said new building and open space shall belong to the owners and developer in proportion to their allocated share in the proposed building as aforesaid.

ARTICLE VII- BUILDING

8.1 The developer shall at its own costs, construct and complete the new building consisting with flats & parking's at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the architects. The land owners shall not interfere in the day to day Development Works conducted by the Developer in the below schedule land.

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

8.3 the developer shall install and erect in the said building, at its own cost water storage tanks and other facilities as are required to be provided in a multi-storied building in Matigara having self-contained units and constructed for sale of construed areas therein on ownership basis and as mutually agreed to.

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BALAJI DEVELOPERS

Nitin Agarwal

Partner

ARTICLE IX – COMMON FACILITIES

9.1 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 developers and both the parties shall keep each other indemnified against all claims ,actions ,demands ,costs, charges and expenses and proceeding whatsoever directly or indirectly instituted against or suffered by or pay by either of them as the case may be consequent upon a default by the Owners or the developer in this behalf.

9.2 The owners shall not do any act deed or thing where by the developer shall be prevented from construction and completion of the said new building at the said premises.

9.3 That the common electric infrastructure expenses for obtaining common and individual electric connection in proposed Residential Cum Commercial building shall be incurred/borne by the owner/occupier of the respective flats/units of the building in proportionate manner/share.

9.4 The Owner and the Developer can jointly sell the total property and payment shall be received only by the Developer.

ARTICLE X- COMMON RESTRICTIONS

10.1 The owners' Allocation shall not use or permit to use Owner' Allocation/Developer's Allocation in the said building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the occupier of the building.

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BALAJI DEVELOPERS

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Partner

10.2 Both the parties shall abide by all laws, by-rules and regulations of the Government, Local Bodies and other statutory bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any said laws, by-laws, by-rules and regulation and/or procedures.

10.3 The respective allottees shall keep the interior and walls, drains, pipes and other fitting and fixtures and appurtenances and floors and ceilings in each of their respective allocation in the new building in good working condition and repair and in particular so as not to cause any shall damage to the new building or any other space or accommodation therein and shall keep the other occupiers of the new building properly and effectively indemnified from and against the consequences of any breach.

10.4 The parties hereto shall not do or cause or permit to be done act or thing which may render void or violable 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 against the consequence of any breach.

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

10.6 The prospective buyers may take loan from the bank or any financial institution for the purchase of the premises which is constructed on the below mentioned schedule land.





BALAJI DEVELOPERS

Nitin Aggarwal

Partner

ARTICLE XI- OWNERS' OBLIGATION:

11.1 The Owners hereby agree and convent with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.

11.2 The Land Owners covenant with the Developer that at the time of Development Works, if any dispute arise in the land of owners as described in the schedule below, then the Land Owners shall clear said disputes from their own funds.

11.3 The Owners hereby agree and convent 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 said building.

ARTICLE XII- DEVELOPER'S OBLIGATION

12.1 The Developer hereby agrees and covenants with the Owner to complete the construction of the new building at the said premises in terms of the sanctioned plan.

12.2 If any dispute arises in the land, the owners shall settle the said disputes from their own fund. The Developer shall not be liable for any type of disputes on the owners land.

12.3 That if any dispute stands in the Land of Owners & if construction work late down, then the Owners shall pay interest @ 18% P.A. to the Developer till the clear of disputes i.e. on the advance amount paid by the Developer to the Owners and cost incurred in Development work.



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Biswajit Das

Shree Das

BALAJI DEVELOPERS

Withy Agarwal

Partner

ARTICLE XIII- OWNER'S INDEMNITY

13.1 The Owners hereby undertake to keep the Developer indemnified against all third party claim and action against the said premises in respect of the Owners Allocation and Developer's Allocation at the said premises.

13.2 That in case, if any situation desire, the legal heirs shall also be bound by the terms & conditions of this agreement, if needed they shall also participate in the execution of deeds/sale deeds/Power attorney/instruments of transfer.

13.3 That the second party shall be entitled to enter in to any separate agreement/deeds with any other land's owners but the Owners are not entitled to enter in to any separate agreement with any third party/ies without the permission of the Developer.

13.4 In case of death of any of the Landlords, then in that event, their respective successors/heirs will remain bound by this Development Agreement as well as to execute the Sale Deeds in favour of prospective buyers to be selected by the Developer and also remain bound to execute a Power of Attorney authorizing the same power in favour of the Developer.

ARTICLE XIV- DEVELOPER'S INDEMNITY

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

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

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Biswajit Das

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BALAJI DEVELOPERS

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Partner

POWER OF ATTORNEY

1. The owners shall grant a power of attorney in favour of the developer for obtaining necessary permission 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 Gram Panchayat/Siliguri Jalpaiguri Development Authority 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 or till the validity of this agreement.

2. That the First Party shall arrange to execute a General Power of Attorney appointing the Second Party or any other person as nominated by the Second Party for this purpose to take advance on account of agreement to sale for 100% of total Flats, Commercial & Parking's in the said building premises from the intending purchaser/s & the said general power of attorney has given only to develop the building & take advance from the intending purchaser/s and not for execution of Deed of Conveyance.

3. That the Land Owner & Developer jointly put their seal & delivered their signature on the Deed/Documents i.e. at the time of registration of flats of owner allocation & developer allocation.

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 Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto be deemed to have constituted an Association of Persons.

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BALAJI DEVELOPERS

Nitin Agasth

Partner

15.2 It is hereby understood that from time to time in order 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 specified provisions may not have made herein and the Owners hereby undertake to do all such act, deeds, matter and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owner also undertake to sign and execute all such additional applications and other documents as the case may be; provided that all such acts, deeds, matters and things do not in any way Infringe the right of the Owners and/or go against the spirit of this Agreement.

15.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have served on the Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on Developer if delivered by hand or sent by pre-paid registered Post with acknowledgement due to the officer of the developer, the proper address in all cases being the respective addresses as reflected in this Agreement.

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

15.5 The entire top roof/terrace of new building shall belong to the Developer and owners in the ratio of 50% & 50% respectively.

15.6 The original deeds in respect of the land shall be held by the Owners. The Owners shall produce the original Deeds promptly before any authority as and when required.

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Biswas D.

[Signature]
BALAJI DEVELOPERS
Ditin Agastha
Partner

15.7 In case of any capital gain of landowner will be borne by them and any tax liability of developer will be borne by developer only.

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

16.2 Force Measure shall mean flood, heavy rain, 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, differences 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 Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XVIII- JURISDICTION

18.0 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.

[Handwritten mark]

*Sourav Pradhan**Bismit Das**Sourav Pradhan*

BALAJI DEVELOPERS

Nitin Agarwal

Partner

THE FIRST SCHEDULE ABOVE REFERED TO DESCRIPTION OF THE PREMISES

All that piece or parcel of land measuring **44.7** decimals, appertaining to R. S. Plot Nos. **13 & 29** corresponding to L. R. Plot Nos. **100, 101 & 102**, recorded in L. R. Khatian Nos. **422, 423, 424, 1130, 1131 & 1132**, situated at Mouza-MATHAPARI, J. L. No. **79**, Police Station-Matigara, Pargana-Patharghata, Addl. Dist-Sub-Registry Office Siliguri-II at Bagdogra, Dist-Darjeeling.

The above schedule land is butted and bounded as follows:-

By the North -Land of Smt. Debika Biswas & 10 Ft. wide Non Metal Road

By the South- Sold land of Jawaharlal Prasad & Others

By the East- Land of Niranjana Sarkar & Others

By the West- 100' Ft Wide Pankhabari Road


PLOT WISE DETAILS OF ABOVE SCHEDULE

LAND OWNER NO.	L.R. PLOT NO.	L.R. KHATIAN NO.	AREA IN DEC
OWNER NO. 2	100	423	1.7 DEC
OWNER NO. 1	101	422	3 DEC
OWNER NO. 2	101	423	3 DEC
OWNER NO. 3	101	424	4 DEC
OWNER NO. 1	102	422	10 DEC
OWNER NO. 2	102	423	10 DEC
OWNER NO. 3	102	424	9 DEC
OWNER NO. 1	102	1132	1 DEC
OWNER NO. 2	102	1131	1 DEC
OWNER NO. 3	102	1130	2 DEC
TOTAL			44.7 DEC

Contd. To next Sheet

IN WITNESS WHEREOF THE PARTIES have signed and have set and subscribed their respective hands and seals on these presents and on a duplicate thereof, the day and year first hereinabove written


WITNESS:-

1. 
 Abhijit Chakraborty
 S/O Late Ashim Chakraborty
 R/O-Khalpara, Siliguri
 P.O-Siliguri Bazar
 P.S-Siliguri
 Dist. Darjeeling
 Pin-734005

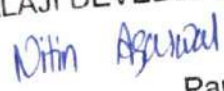
1. 

2. 

3. 

2. 
 Sp. Secy Ashok Das
 of Medigara
 Dist Darjeeling

 FIRST PARTY/LAND OWNERS

BALAJI DEVELOPERS

 Partner

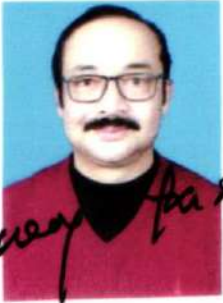










 SECOND PARTY/DEVELOPER

Drafted and Printed in my Office
 As per instruction of the party



(MANOJ KUMAR KEDIA)
 Advocate, Siliguri
 Regn No. WB/94/1997

LAND OWNER FINGER PRINT SHEET












		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Sayan Das</i>	Left Hand					
	Right Hand					

Sayan Das

Sayan Das

Signature

LAND OWNER FINGER PRINT SHEET













		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>Bismit Das</i>	Left Hand					
	Right Hand					

Bismit Das

Bismit Das

Signature

LAND OWNER FINGER PRINT SHEET













		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
 	Left Hand					
	Right Hand					





Signature

DEVELOPER FINGER PRINT SHEET

		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
 	Left Hand					
	Right Hand					

BALAJI DEVELOPERS

BALAJI DEVELOPERS


Partner


Signature Partner

IDENTIFIER FINGERPRINT SHEET

PHOTO



LEFT THUMB IMPRESSION



Abhisit Chakraborty
Signature of Identifier

Major Information of the Deed

Deed No :	I-0403-06893/2023	Date of Registration	25/08/2023
Query No / Year	0403-2002125404/2023	Office where deed is registered	
Query Date	19/08/2023 4:49:25 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Manoj Kedia Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9144416171, 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 : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,89,72,468/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article:48(g))	Rs. 1,00,021/- (Article:E, E, E,)		
Remarks			






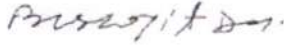
Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: MATIGARA-II, Mouza: Mathapari, JI No: 79, Pin Code : 734010



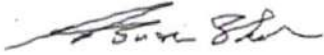
Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-100 (RS :-)	LR-423	Bastu	Bastu	1.7 Dec		7,21,548/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	LR-101 (RS :-)	LR-422	Bastu	Bastu	3 Dec		12,73,320/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	LR-101 (RS :-)	LR-423	Bastu	Bastu	3 Dec		12,73,320/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L4	LR-101 (RS :-)	LR-424	Bastu	Bastu	4 Dec		16,97,760/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L5	LR-102 (RS :-)	LR-422	Bastu	Bastu	10 Dec		42,44,400/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L6	LR-102 (RS :-)	LR-423	Bastu	Bastu	10 Dec		42,44,400/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L7	LR-102 (RS :-)	LR-424	Bastu	Bastu	9 Dec		38,19,960/-	Width of Approach Road: 10 Ft., Adjacent to Metal Road,

L8	LR-102 (RS :-)	LR-1132	Bastu	Bastu	1 Dec		4,24,440/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L9	LR-102 (RS :-)	LR-1131	Bastu	Bastu	1 Dec		4,24,440/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L10	LR-102 (RS :-)	LR-1130	Bastu	Bastu	2 Dec		8,48,880/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
		TOTAL :			44.7Dec	0 /-	189,72,468 /-	
		Grand Total :			44.7Dec	0 /-	189,72,468 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SWAPAN KUMAR DAS (Presentant) Son of Late SHAMBHU NATH DAS Executed by: Self, Date of Execution: 25/08/2023 , Admitted by: Self, Date of Admission: 25/08/2023 ,Place : Office	 25/08/2023	 LTI 25/08/2023	 25/08/2023
MATIGARA BAZAR, MATIGARA, City:- , P.O:- MATIGARA, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx0B, Aadhaar No: 56xxxxxxxx3670, Status :Individual, Executed by: Self, Date of Execution: 25/08/2023 , Admitted by: Self, Date of Admission: 25/08/2023 ,Place : Office				
2	Name	Photo	Finger Print	Signature
	Shri BISWAJIT DAS Son of Late BIJLI BHUSHAN DAS Executed by: Self, Date of Execution: 25/08/2023 , Admitted by: Self, Date of Admission: 25/08/2023 ,Place : Office	 25/08/2023	 LTI 25/08/2023	 25/08/2023



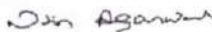
MATIGARA BAZAR, MATIGARA, City:- , P.O:- MATIGARA, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AExxxxxx0K, Aadhaar No: 53xxxxxxxx5935, Status :Individual, Executed by: Self, Date of Execution: 25/08/2023
 , Admitted by: Self, Date of Admission: 25/08/2023 ,Place : Office

3	Name	Photo	Finger Print	Signature
	Shri ASHOK SHAH Son of Shri BHAGWAN SHAH Executed by: Self, Date of Execution: 25/08/2023 , Admitted by: Self, Date of Admission: 25/08/2023 ,Place : Office			
		25/08/2023	LTI 25/08/2023	25/08/2023
MATIGARA BAZAR, MATIGARA, City:- , P.O:- MATIGARA, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734010 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: Alxxxxxx4E, Aadhaar No: 75xxxxxxxx9484, Status :Individual, Executed by: Self, Date of Execution: 25/08/2023 , Admitted by: Self, Date of Admission: 25/08/2023 ,Place : Office				




Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	BALAJI DEVELOPERS SANJEEVANI MEDICAL, S.F. ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 , PAN No.:: AAXxxxxx3F,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri NITIN AGARWAL Son of Shri SURESH KUMAR AGARWAL Date of Execution - 25/08/2023, , Admitted by: Self, Date of Admission: 25/08/2023, Place of Admission of Execution: Office			
		Aug 25 2023 12:34PM	LTI 25/08/2023	25/08/2023
SREEMA SARANI BY LANE, BABUPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: APxxxxxx4E, Aadhaar No: 34xxxxxxxx5260 Status : Representative, Representative of : BALAJI DEVELOPERS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr ABHIJIT CHAKRABORTY Son of Late ASHIM CHAKRABORTY SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005			
	25/08/2023	25/08/2023	25/08/2023
Identifier Of Shri SWAPAN KUMAR DAS, Shri BISWAJIT DAS, Shri ASHOK SHAH, Shri NITIN AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri BISWAJIT DAS	BALAJI DEVELOPERS-1.7 Dec

Transfer of property for L10

Sl.No	From	To. with area (Name-Area)
1	Shri ASHOK SHAH	BALAJI DEVELOPERS-2 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri SWAPAN KUMAR DAS	BALAJI DEVELOPERS-3 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Shri BISWAJIT DAS	BALAJI DEVELOPERS-3 Dec

Transfer of property for L4

Sl.No	From	To. with area (Name-Area)
1	Shri ASHOK SHAH	BALAJI DEVELOPERS-4 Dec

Transfer of property for L5

Sl.No	From	To. with area (Name-Area)
1	Shri SWAPAN KUMAR DAS	BALAJI DEVELOPERS-10 Dec

Transfer of property for L6

Sl.No	From	To. with area (Name-Area)
1	Shri BISWAJIT DAS	BALAJI DEVELOPERS-10 Dec

Transfer of property for L7

Sl.No	From	To. with area (Name-Area)
1	Shri ASHOK SHAH	BALAJI DEVELOPERS-9 Dec

Transfer of property for L8

Sl.No	From	To. with area (Name-Area)
1	Shri SWAPAN KUMAR DAS	BALAJI DEVELOPERS-1 Dec

Transfer of property for L9

Sl.No	From	To. with area (Name-Area)
1	Shri BISWAJIT DAS	BALAJI DEVELOPERS-1 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: MATIGARA-II, Mouza: Mathapari, JI No: 79, Pin Code : 734010

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 100, LR Khatian No:- 423	Owner:বিশ্বজিত দাস, Gurdian:বি. বি. (মৃত), Address:নিজ , Classification:বাস্ত, Area:0.04000000 Acre,	Shri BISWAJIT DAS
L2	LR Plot No:- 101, LR Khatian No:- 422	Owner:স্বপন দাস, Gurdian:শঙ্কুনাথ , Address:নিজ , Classification:বাস্ত, Area:0.03000000 Acre,	Shri SWAPAN KUMAR DAS
L3	LR Plot No:- 101, LR Khatian No:- 423	Owner:বিশ্বজিত দাস, Gurdian:বি. বি. (মৃত), Address:নিজ , Classification:বাস্ত, Area:0.03000000 Acre,	Shri BISWAJIT DAS
L4	LR Plot No:- 101, LR Khatian No:- 424	Owner:অশোক সা, Gurdian:ভগবান , Address:নিজ , Classification:বাস্ত, Area:0.04000000 Acre,	Shri ASHOK SHAH
L5	LR Plot No:- 102, LR Khatian No:- 422	Owner:স্বপন দাস, Gurdian:শঙ্কুনাথ , Address:নিজ , Classification:বাস্ত, Area:0.10000000 Acre,	Shri SWAPAN KUMAR DAS
L6	LR Plot No:- 102, LR Khatian No:- 423	Owner:বিশ্বজিত দাস, Gurdian:বি. বি. (মৃত), Address:নিজ , Classification:বাস্ত, Area:0.10000000 Acre,	Shri BISWAJIT DAS
L7	LR Plot No:- 102, LR Khatian No:- 424	Owner:অশোক সা, Gurdian:ভগবান , Address:নিজ , Classification:বাস্ত, Area:0.09000000 Acre,	Shri ASHOK SHAH
L8	LR Plot No:- 102, LR Khatian No:- 1132	Owner:স্বপন কুমার দাস, Gurdian:এস এন, Address:নিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Shri SWAPAN KUMAR DAS
L9	LR Plot No:- 102, LR Khatian No:- 1131	Owner:বিশ্বজিত দাস, Gurdian:বি বি, Address:নিজ , Classification:বাস্ত, Area:0.01000000 Acre,	Shri BISWAJIT DAS
L10	LR Plot No:- 102, LR Khatian No:- 1130	Owner:অশোক শা, Gurdian:ভগবান , Address:নিজ , Classification:বাস্ত, Area:0.02000000 Acre,	Shri ASHOK SHAH

On 25-08 2023

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 12:25 hrs on 25-08-2023, at the Office of the A.D.S.R. BAGDOGRA by Shri SWAPAN KUMAR DAS , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,89,72,468/-

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

Execution is admitted on 25/08/2023 by 1. Shri SWAPAN KUMAR DAS, Son of Late SHAMBHU NATH DAS, MATIGARA BAZAR, MATIGARA, P.O: MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by Profession Business, 2. Shri BISWAJIT DAS, Son of Late BIJLI BHUSHAN DAS, MATIGARA BAZAR, MATIGARA, P.O: MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by Profession Business, 3. Shri ASHOK SHAH, Son of Shri BHAGWAN SHAH, MATIGARA BAZAR, MATIGARA, P.O: MATIGARA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734010, by caste Hindu, by Profession Business

Indetified by Mr ABHIJIT CHAKRABORTY, , , Son of Late ASHIM CHAKRABORTY, SILIGURI, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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

Execution is admitted on 25-08-2023 by Shri NITIN AGARWAL, PARTNER, BALAJI DEVELOPERS (Partnership Firm), SANJEEVANI MEDICAL, S.F. ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Mr ABHIJIT CHAKRABORTY, , , Son of Late ASHIM CHAKRABORTY, SILIGURI, P.O: SILIGURI BAZAR, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,021.00/- (B = Rs 1,00,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 1,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/08/2023 10:36AM with Govt. Ref. No: 192023240187644308 on 25-08-2023, Amount Rs: 1,00,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1924257394923 on 25-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 35,021/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 624, Amount: Rs.5,000.00/-, Date of Purchase: 19/05/2023, Vendor name: J Banik

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 25/08/2023 10:36AM with Govt. Ref. No: 192023240187644308 on 25-08-2023, Amount Rs: 35,021/-, Bank: SBI EPay (SBlePay), Ref. No. 1924257394923 on 25-08-2023, 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 0403-2023, Page from 134984 to 135014

being No 040306893 for the year 2023.



Digitally signed by YOGEN TSHERING
BHUTIA

Date: 2023.08.28 16:54:48 +05:30

Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2023/08/28 04:54:48 PM

ADDITIONAL DISTRICT SUB-REGISTRAR

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

West Bengal.

(This document is digitally signed.)