

3818/23

I

3817/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AE 968115

RN  
12433  
25/5/23



Ram Chandra Agarwal  
Saroj Peri Agarwal

INDIRA INFRASTRUCTURE

Partner

INDIRA INFRASTRUCTURE

Chetan Gang Partner

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

Add. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

25 MAY 2023

**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 25<sup>th</sup> DAY  
OF MAY 2023.

BETWEEN

Q 200 1246053/23

Add. Dist. Sub-Registrar  
Bhakti Nagar, Dist. Jalpaiguri

25 MAY 2023



OFFICIAL STAMP  
805 Date 13.4.23

India Infrastructure

Signature

Inf Mehmed ully

Govt. Stamp Vendor  
Bagdogra  
Dist. Jalpaiguri  
701 07 Darjeeling



Document is submitted for registration and the Stamp and the Enclosure Sheet attached to this Document is admitted to

Sub-Registrar, Jalpaiguri

25 MAY 2023



Addl. Dist Sub-Registrar  
Bhakti Nagar, Dist-Jalpaiguri

25 MAY 2023

Ram chander Agarwal  
- Saroj Devi Agarwal

[2]

INDIRA INFRASTRUCTURE  
Partner

INDIRA INFRASTRUCTURE  
Partner  
Chetan Garg

1. **SRI RAM CHANDRA AGARWAL** alias **RAM CHANDER AGARWAL**, Son of Late Baldeo Das Agarwal and
2. **SMT SAROJ DEVI AGARWAL**, Wife of Sri Ram Chandra Agarwal @ Ram Chander Agarwal, both are Hindu by Faith, Indian by Nationality, Business by Occupation, Residents of Sriram Colony, Sevoke Road, P.O. and P.S. Siliguri, District - Darjeeling, in the State of West Bengal --- hereinafter jointly and collectively called the **"LAND OWNERS/FIRST PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors-in-office, representatives, administrators and assigns) of the **ONE PART.**

AND

**"INDIRA INFRASTRUCTURE**, a Partnership Firm, having its office at Narayani Bhawan, Sevoke Road, Siliguri, P.O. and P.S. Siliguri, District - Darjeeling, in the State of West Bengal, represented by two of its Partner, 1. **SRI SHAMBHU KUMAR MITTAL**, Son of Sri Gouri Shankar Mittal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of M.R Road, Khalpara, P.O & P.S Siliguri, District Darjeeling, in the State of West Bengal and 2. **SRI CHETAN GARG**, son of Sri Ram Chander Agarwal, Resident of Sriram Colony, P.O & P.S Siliguri, District Darjeeling, in the State of West Bengal --- hereinafter called the **"DEVELOPER/SECOND PARTY"** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

**WHEREAS** one Sri Kishan Kumar Agarwal, Smt Kiran Devi Agarwal, Sri Hari Kishan Agarwal and Smt Bindu Agarwal had jointly purchased land measuring 0.955 Acre, executed by Jiban Krishna Dey and Another, by virtue of registered Deed of Conveyance, being Deed No. I - 3093 for the year 2000 and the same was registered in the office of the Sub-Registrar Rajganj, in the District of Jalpaiguri.



Ram Chandra Agarwal  
Smt Devi Agarwal

[3]

INDIRA INFRASTRUCTURE  
Partner  
Indira Infrastructure

INDIRA INFRASTRUCTURE  
Partner  
Indira Infrastructure

**AND WHEREAS** out of the aforesaid owners, Smt Kiran Devi Agarwal has transferred her 1/4<sup>th</sup> undivided share of land measuring 0.23875 Acre in favour of Sri Kishan Kumar Agarwal by virtue of registered Deed of Gift, being Deed No. I – 1056 for the year of 2006 and the same was registered at the office of the Additional District Sub-Registrar Rajganj, in the District of Jalpaiguri.

**AND WHEREAS** the abovenamed Vendor No. 1, **SRI RAM CHANDRA AGARWAL** along with Sri Shyam Sundar Agarwal, had jointly received by way of gift undivided land measuring 0.4775 Acre from Sri Kishan Kumar Agarwal, Son of Late Baldeo Das Agarwala, by virtue of Registered Deed of Gift, being Document No. I - 4940 for the year of 2006 and the same was registered in the office the Additional District Sub-Registrar Rajganj, in the District of Jalpaiguri.

**WHEREAS** one Smt Pushpa Devi Agarwal had received by way of gift, land measuring 23.77 Decimal or 0.2377 Acres from Sri Hari Kishan Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 473 for the year of 2022 and the same was registered at the Office of the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

**WHEREAS** the abovenamed Vendor No. 1 **SRI RAM CHANDER AGARWAL** had also received by way of gift, land measuring 23.77 Decimal or 0.2377 Acres from Smt Pushpa Devi Agarwal, by virtue of Registered Deed of Gift, being Document No. I - 417 for the year of 2022 and the same was registered in the office the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

Ram chandra Agarwal  
Saroj Devi Agarwal

[4]

INDIRA INFRASTRUCTURE

  
Partner

INDIRA INFRASTRUCTURE

  
Partner

**AND WHEREAS** the abovenamed Vendor No. 1 **SRI RAM CHANDRA AGARWAL** had purchased land measuring 10 Kathas 11 Chattaks or 0.1762 Acres or 10.6875 Kathas from Sri Debashis Dhar & others, by virtue of Registered Deed of Conveyance, being Document No. I - 1461 for the year of 2009 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

**WHEREAS** the abovenamed Vendor No. 2 **SMT SAROJ DEVI AGARWAL** had purchased land measuring 10 Kathas 11 Chattaks or 0.1762 Acres or 10.6875 Kathas from Sri Debashis Dhar & others, by virtue of Registered Deed of Conveyance, being Document No. I - 1464 for the year of 2009 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

**WHEREAS** the abovenamed Vendor No. 1 **SRI RAM CHANDRA AGARWAL** and Vendor No. 2 **SMT SAROJ DEVI AGARWAL** along with Sri Shyam Sundar Agarwal, Smt Bindu Agarwal @ R. Bindu Agarwal had jointly purchased land measuring 4 Kathas 5 Chattaks or 0.0711 Acres or 4.3125 Kathas (0.017775 Acres each) from Smt Barnali Paul & Another, by virtue of Registered Deed of Conveyance, being Document No. I - 1465 for the year of 2009 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

**WHEREAS** the abovenamed Vendor No. 1 **SRI RAM CHANDRA AGARWAL** had also received by way of gift, land measuring 0.6 Decimal or 0.006 Acres, from Smt Pushpa Devi Agarwal, by virtue of Registered Deed of Gift, being Document No. I - 472 for the year of 2022 and the same was registered in the office the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.



Ram Chander Agarwal  
[5] Suresh Devi Agarwal

INDIRA INFRASTRUCTURE

*Sambhram Kumar Mishra*

Partner

INDIRA INFRASTRUCTURE

*Chetan Garg*

Partner

**WHEREAS** one Sri Shyam Sundar Agarwal had received by way of gift, land measuring 0.02875 Acres, from Smt R. Bindu Agarwal, Wife of Sri Shyam Sundar Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 8918 for the year of 2022 and the same was registered at the Office of the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

**WHEREAS** one Sri Shyam Sundar Agarwal had received by way of gift, land measuring 0.40397 Acres, from Smt R. Bindu Agarwal, by virtue of Registered Deed of Gift, being Document No. I – 8698 for the year of 2022 and the same was registered at the Office of the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

**WHEREAS** one Sri Shyam Sundar Agarwal had purchased land measuring 10 Kathas 10 Chattaks or 0.1752 Acres or 10.625 Kathas from Sri Debashis Dhar & others, by virtue of Registered Deed of Conveyance, being Document No. I - 1462 for the year of 2009 and the same was registered in the office of the District Sub-Registrar Jalpaiguri, in the District of Jalpaiguri.

**WHEREAS** the abovenamed Vendor No: 1 **RAM CHANDER AGARWAL** alias **RAM CHANDRA AGARWAL** had also received by way of Gift, land measuring 0.86445 Acres, from Sri Shyam Sundar Agarwal, by virtue of Registered Deeds of Gift, being Document No. I- 10810 and 11050 both for the year of 2022 and the same were registered in the office the Additional District Sub-Registrar Bhaktinagar, in the District of Jalpaiguri.

Ram Chander Agarwal  
Saroj Devi Agarwal

[6]

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

**AND WHEREAS** in this manner, **SRI RAM CHANDRA AGARWAL** alias **RAM CHANDER AGARWAL** became the owner of all that pieces or parcels of land measuring 1.540875 Acres and **SMT SAROJ DEVI AGARWAL** became the owner of all that pieces or parcels of land measuring 0.193975 Acres and ever since then the Landowners/First Party is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein and the said land is more particularly described in the Schedule 'A' given herein below.

**AND WHEREAS** the First Party abovenamed being desirous of constructing a Residential Cum Commercial Complex on the aforesaid land were in search of a Developer who could construct the **Residential Complex**. The Second Party is a bonafide Developer/Promoter/Contractor/Builder having Partner/s who have experience in design and construction and adequate resources of finance in construction of multistoried buildings and has got standing goodwill and reputation to collect advance/securities during the tenure of construction and have agreed to construct a Residential Complex on part of the aforesaid total land and has agreed on the terms and conditions stated hereunder.

**AND WHEREAS** the said premises is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.

**AND WHEREAS** the Owner/First Party have agreed to grant an exclusive right of development of the **RESIDENTIAL COMPLEX**, out of the **Residential Cum Commercial Premises**, to the Developer/Second Party for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.



Ram chandra Agarwal,  
Saroj Devi Agarwal

[7]

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

INDIRA INFRASTRUCTURE

*[Signature]*  
Partner

**AND WHEREAS** at or before execution of this Agreement of Development both the parties hereof had made certain assurances/statements/ representations to each other and relying on such assurances/statements/representations to be true and on good faith both the party has agreed to undertake development of the below Scheduled landed property on the terms and conditions hereinafter appearing.

For better understanding and clarity, this agreement is divided into parts and its sub parts, list of the same is as follows:

#### **ARTICLE I - DEFINITIONS**

In this Agreement, unless otherwise specifically mentioned:

1. 1.1 The Landowners shall mean the above named “**SRI RAM CHANDRA AGARWAL @ RAM CHANDER AGARWAL** and **SMT SAROJ DEVI AGARWAL**” having whatsoever right, title and interest that it has in respect of the land described in the **Schedule - A** hereunder written and also their heirs , office bearers legal representatives, executors, nominee(s), assigns and constituted attorney.

1.2 Developer shall mean the said “**INDIRA INFRASTRUCTURE**, and its partners and also executors, successors in office, representatives, administrators and assigns at all materials times.

1.3 Premises shall mean that entire piece and parcel of the land more fully and particularly described in the **Schedule-A** hereunder written.



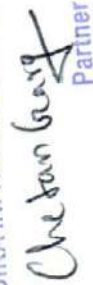
Ram Chander Agarwal  
Savitri Devi Agarwal  
[8]

INDIRA INFRASTRUCTURE



Partner

INDIRA INFRASTRUCTURE



Partner

1.4 Building(s) shall mean the multistoried residential or mixed use (commercial cum residential complex building to be constructed on the said **Schedule A** land as per the plan(s) to be sanctioned by the designated authority.

1.5 Unit shall mean the constructed area and/or spaces in the building intended to be built and/or constructed, capable of being occupied and enjoyed separately as a distinct entity at the building to be constructed on the said Schedule - A premises.

1.6 Super built-up area shall mean the total constructed area which will include corridors, staircases, passageways, water tanks, reservoirs, area used for providing common facilities to the occupants like gym, games room, community hall, swimming pool etc together with the width of the walls and such other areas used for accommodating common services to the building to be constructed on the said **Schedule - A** premises.

1.7 Architect shall mean any qualified person or other qualified association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect for designing and planning of the building/s to be constructed on the said **Schedule - A** premises.

1.8 Saleable Area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required therefore and car parking space.

1.9 Landowner's Allocation shall mean **45% (Forty Five per cent)** of the Sale Proceeds of the Proposed Building excluding GST and Infrastructure cost i.e Transformer Cost, Fire system and DG set, to be realised from the Purchasers.

Ram Chander Agarwal,  
Saroj Devi Agarwal

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

INDIRA INFRASTRUCTURE

*[Signature]*  
Partner

1.10 Developer's allocation shall mean **55% (Fifty Five per cent)** of the entire Sale Proceeds of the Proposed Building.

1.11 The Landowner shall execute and register a General power of Attorney in favour of the Developer or any of its Partner representing the Developer, for the sale of the entire saleable space of the Building.

1.12 That the Developer shall receive the advance and balance consideration money from the intending Purchaser of the entire constructed area and shall thereafter transfer the share of the Landowner as and when the same is received.

1.13 Transfer with its grammatical variations and cognate expressions shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to purchasers thereof.

1.14 Transferee shall mean a person, persons, Firm, limited company, Association of Persons to whom any space and / or unit in the building to be constructed at the said premises have been transferred.

1.15 Word importing singular shall include plural and vice versa.

1.16 Word importing gender shall include all the other genders, i.e. masculine, feminine and neutral gender.



Ram Chande Agarwal  
Saroj Devi Agarwal

[10]

INDIRA INFRASTRUCTURE



Partner

INDIRA INFRASTRUCTURE



Partner

## ARTICLE II - COMMENCEMENT

2. This agreement shall be deemed to have commenced on and with effect from the date of its execution or from the date of clear site handover or completion of all land documents, whichever is later.

## ARTICLE III - LANDOWNER'S RIGHT & REPRESENTATIONS

3.1 The Landowner is absolute 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 **Schedule - A** hereunder written.

3.2 Excepting the Landowner no other person has any claim or interest and/or demand over and in respect of the said **Schedule A** premises and / or any portion thereof.

3.3 The said **Schedule - A** premises is free from all encumbrance, lien's, lispendences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.

3.4 The said **Schedule - A** Land is not vested under the Urban land (Ceiling & Regulation) Act, 1976.

3.5 There is no subsisting agreement for sale and/or development of the said **Schedule-A** premises with any other party or parties by the Landowner or any of them or any person claiming under it.

Ram Chandz Agwal  
Saroj Devi Agwal  
[11]

INDIRA INFRASTRUCTURE

Partner

INDIRA INFRASTRUCTURE

Chetan Gang  
Partner

#### ARTICLE IV - DEVELOPER'S RIGHT

4.1 The Landowner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said premises in accordance with the approved plan without any violation thereof.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Landowners and /or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

4.3 The Developer is fully authorized to develop the aforesaid land by constructing the Residential Building on the below scheduled land.

4.4 That the Developer will not have any objection if the landowner visit construction site at any time during the construction period.



[12]

Ram Chandra Agarwal  
Suresh Devi Agarwal

INDIRA INFRASTRUCTURE

Partner

INDIRA INFRASTRUCTURE

Chetan Gupta  
Partner

#### ARTICLE V - PROCEDURE

5.1 It is 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 need the authority of the Landowners and various applications and other documents may be required to be signed or made by the Landowners from time to time relating to which specific provisions may not have been mentioned herein and the Landowners hereby agrees to do, at the cost and expense 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.

5.2 The Power of Attorney executed by the Landowners shall remain valid during the entire period of agreement and till the completion of the entire transaction.

#### ARTICLE VI - BUILDING

6.1 The Developer shall at its own costs, construct, erect and complete the new building/s at the said premises in accordance with the sanctioned plan with good and standard materials as will be specified by the Architect from time to time. It is imperative to mention here that the building plan shall be prepared as per the specification and guidelines of appropriate authority and after getting the building plan sanctioned and approved the super built up area shall be calculated and determined. That the land Landowners shall at their own cost get the building plan passed for both the residential and commercial building and thereafter the Developer shall reimburse the proportionate cost of building plan of the Residential Portion.

[13]

*Ram Chandra Agarwal*  
*Saood Devi Agarwal*

INDIRA INFRASTRUCTURE

*Sourabh Kumar Mittal*

Partner

INDIRA INFRASTRUCTURE

*Chetan Garg*  
Partner

6.2 The Developer shall install and erect in the said new building/s at its own costs as per specification and drawings provided by the architect, pumps, tube well, water storage tanks, and provide lifts, electrifications, 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 the proposed residential complex having self-contained units for sale of constructed area therein on ownership basis.

6.3 The Developer shall be authorized in the name of the Landowners so far as is necessary to apply for and obtain building materials for the construction of the buildings and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new buildings and other inputs and facilities required for the construction and enjoyment of the building(s) for which purpose the Landowners shall also execute power(s) of attorney in favour of the Developer as shall be required by the developer. All costs charges and expenses there for shall be borne and met by the Developer.

6.4 All costs, charges and expenses, including architect's fees during the construction of the Residential building/s at the said premises shall be borne by the developer and the Landowners shall bear no responsibility & liability in this context.

#### **ARTICLE VII - DEVELOPER'S OBLIGATIONS**

7.1 The developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye laws of appropriate authority in conformity with the sanctioned plan as aforesaid.



Ram Chandra Agarwal  
Suresh Dini Agarwal

INDIRA INFRASTRUCTURE



Partner

INDIRA INFRASTRUCTURE

 Partner

[14]

7.2 That cost of preparation and execution of all documentation agreement(s), plan(s) in connection with construction of the building(s) along with legal and registration cost shall be borne by the developer.

7.3 That the developer shall construct the multistoried building in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.

7.4 That the 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.

7.5 The Developer shall obtain all statutory and mandatory licenses registrations sanctions, permissions, consent etc. from the appropriate authority as applicable from time to time.

7.6 The Developer shall abide by and comply with all Labour Laws in relation to employment of manpower, directly or indirectly, for construction of the building: all laws including bye-laws, rules & regulations whether statutory, mandatory or local regarding construction of building on the Landowner's land and the Landowner shall have no liability or responsibility whatsoever in this regard.

7.7 The Developer shall complete in all respects the construction of the building within 3 (three) Years from the end of the month in which sanction of the building plan is obtained. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts, the said time period for completion of construction shall be extended.

Ram Chandz Agarwal  
Saro Devi Agarwal

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

INDIRA INFRASTRUCTURE

*[Signature]*  
Partner

[15]

### ARTICLE VIII - LANDOWNER'S INDEMNITY

8. The Landowner hereby undertakes that the developer shall be entitled to develop the land without any interference and / or disturbance provided the developer performs and fulfills all the terms and conditions herein contained.

### ARTICLE IX - DEVELOPER'S INDEMNITY

9. The developer hereby undertakes to keep the Landowners indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in connection with the construction of the said building/s on the Schedule-A land.

### ARTICLE X - MISCELLANEOUS

10.1 The Landowner and the developer have entered in to this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the developer and the Landowner as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons.

10.2 It is understood that from time to time to facilitate the construction of the new building/s at 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 Landowner and various applications and other documents may be required to be signed or made by the Landowner relating to which specific provisions may not have been made herein and the Landowner hereby undertakes to do all such acts deeds matters and things that may be reasonably



Ram Shandev Aggarwal  
Saroj Devi Aggarwal

INDIRA INFRASTRUCTURE



Partner

INDIRA INFRASTRUCTURE



[16]

required to be done in the matter and the Landowner shall execute any such additional power(s) of attorney and /or authority as may be required by the developer for the purpose and the Landowner also undertakes to sign and execute all such additional applications and the documents as the case may be provided that all such acts, deeds, matters and things do not in any way infringe upon the right of the Landowners and / or go against the spirit of the agreement.

10.3 The developer and the Landowner shall mutually frame scheme for the management and administration of the said building at the said premises and/or common part thereof. The developer and the Landowners hereby agree to abide by all the rules and regulation of such Management/Society/Association/Holding Organization and hereby give their consent to abide by the same.

10.4 As and from the date of completion of the new building, the developer and / or its transferees and the Landowners and / or their transferees shall each be liable to pay and bear proportionate charges on account of all taxes & rates payable in respect of their allocations.

10.5 The Developer and the Landowner shall mutually decide the name of the new building complex to be constructed on the Schedule Land.

10.6 The parties shall bear their own/respective, Direct Taxes and Indirect Taxes (like income Tax etc) applicable for the instant joint development project. The landlord shall not be liable for any GST related matters and the Promoter shall collect GST from the buyers and pay to the Government and the Landowner shall have no liability in this regards.

10.7 It is agreed by the parties that, if required, the Developer may revise the approved plan with the consent of the Land Owner.

[17]

Ram Chander Aggarwal  
Saroj Devi Aggarwal

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

INDIRA INFRASTRUCTURE

*[Signature]*  
Partner

### ARTICLE XI - FORCE MAJEURE

11.1 The parties hereto shall not be considered to be liable any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the force majeure and shall be suspended from the obligation during the duration of the Force Majeure.

11.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, pandemic and its consequential lock-downs, civil commotion, Government norms and restriction barring or deferring the supply of raw materials required for construction and or any other act or commission beyond the control of the parties hereto.

### ARTICLE XII - SETTLEMENT OF DISPUTE & ARBITRATION

12. In case if any dispute between the parties hereto, recourse shall first and always be taken to mutual amicable discussion & conciliation, failing which reference or question arising out of the unresolved dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and / or any other statutory modification and/or enactment relating thereto.

### ARTICLE XIII – JURISDICTION

13. Courts in the District of Jalpaiguri shall have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.



[18]

Ram Chandra Agarwal  
Suresh Devi Agarwal

INDIRA INFRASTRUCTURE

*Subash Hill*

Partner

INDIRA INFRASTRUCTURE

*Chetan Gang*  
Partner

**SCHEDULE**  
**(DESCRIPTION OF THE LAND)**

All that piece or parcel of Vacant Bastu Land in total measuring 1.73485 Acre, situated within Mouza - Dabgram, appertaining to and forming part of R.S. Plot Nos. 34, 35 and 35/471, recorded in R.S. Khatian No. 805, R.S. Sheet No. 9, J.L. No. 2, Pargana-Baikunthapur, within the limits of Gram Panchayat Area, Police Station-Bhaktinagar, District-Jalpaiguri, in the State of West Bengal.

R.S. PLOT NO.	R.S. KHATIAN NO.	AREA IN ACRE
34	805	0.02
35	805	0.93995
35/471	805	0.7749
<b>TOTAL AREA</b>		<b>1.73485</b>

**The said total land is bound and butted as follows:-**

- North : Land of R.S. Plot No. 35,  
South : Land of Plot No. 475 and others,  
West : IOC Pipeline,  
East : Eastern bye Pass Road,

IN WITNESSES WHEREOF both the parties have put their signatures on these presents on the day month and year first above written.

**WITNESSES :**

1. *Aspal Roy*  
*Sri Animeshwar Roy*  
*Part Chayan Pasa*  
P.O. - *Chaganali*  
P.S. - *Bhaktinagar*  
Dist - *Jalpaiguri*

*Ram Chandra Agarwal*  
*Baras Deri Agarwal*

---

LANDOWNERS/ FIRST PARTY

INDIRA INFRASTRUCTURE

*[Signature]*

Partner

INDIRA INFRASTRUCTURE

*Chetan George*

Partner

2. *Mary Conseptia Rogario*  
*Sto. Mr. Peter Johny Rogario*  
*South Eltiased*  
*Siliguri*

---

DEVELOPER /SECOND PARTY

Drafted by me and  
printed in my office

*Manoj Agarwal*

---

MANOJ AGARWAL  
ADVOCATE, SILIGURI  
Enrl. No. F-505/434 of 1997



# LANDOWNER



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

Ram Khande Agarwal.

Signature














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

Saroj Devi Agarwal

Signature

# DEVELOPER

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












*Chetan Garg*

INDIRA INFRASTRUCTURE

*Chetan Garg*

Partner

Signature

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

*Shankhdeep Mittal*

INDIRA INFRASTRUCTURE

*Shankhdeep Mittal*

Partner

Signature

*Shankhdeep Mittal*



**IDENTIFIER PHOTO SHEET**

**PHOTO**



**LEFT THUMB IMPRESSION**



*Aspal Ray*

**Signature of Identifier**



## Major Information of the Deed

Deed No :	I-0711-03817/2023	Date of Registration	25/05/2023
Query No / Year	0711-2001246053/2023	Office where deed is registered	
Query Date	16/05/2023 1:05:03 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	MANOJ AGARWAL Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7602241704, 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]		
Set Forth value	Market Value		
	Rs. 6,77,49,580/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks			



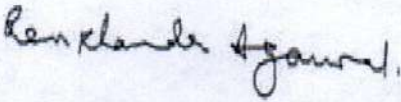



### Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 9, 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-34	RS-805	Bastu	Bastu	0.02 Acre		7,81,043/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	RS-35	RS-805	Bastu	Bastu	0.93995 Acre		3,67,07,045/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L3	RS-35/471	RS-805	Bastu	Bastu	0.7749 Acre		3,02,61,492/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
		<b>TOTAL :</b>			<b>173.485Dec</b>	<b>0 /-</b>	<b>677,49,580 /-</b>	
		<b>Grand Total :</b>			<b>173.485Dec</b>	<b>0 /-</b>	<b>677,49,580 /-</b>	



**Land Lord Details :**







SI No	Name,Address,Photo,Finger print and Signature			
1	<p><b>Name</b></p> <p><b>Mr RAM CHANDER AGARWAL, (Alias: Mr RAM CHANDRA AGARWAL) (Presentant )</b>                      Son of Late BALDEO DAS AGARWAL                      Executed by: Self, Date of Execution: 25/05/2023                      , Admitted by: Self, Date of Admission: 25/05/2023 ,Place : Office</p>	<p><b>Photo</b></p>  <p>25/05/2023</p>	<p><b>Finger Print</b></p>  <p>LTI 25/05/2023</p>	<p><b>Signature</b></p>  <p>25/05/2023</p>
<p>SRI RAM COLONY, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ACxxxxxx7R, Aadhaar No: 42xxxxxxxx4676, Status :Individual, Executed by: Self, Date of Execution: 25/05/2023 , Admitted by: Self, Date of Admission: 25/05/2023 ,Place : Office</p>				
2	<p><b>Name</b></p> <p><b>Mrs SAROJ DEVI AGARWAL</b>                      Wife of Mr RAM CHANDRA AGARWAL                      Executed by: Self, Date of Execution: 25/05/2023                      , Admitted by: Self, Date of Admission: 25/05/2023 ,Place : Office</p>	<p><b>Photo</b></p>  <p>25/05/2023</p>	<p><b>Finger Print</b></p>  <p>LTI 25/05/2023</p>	<p><b>Signature</b></p>  <p>25/05/2023</p>
<p>SRI RAM COLONY , SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx3P, Aadhaar No: 62xxxxxxxx1402, Status :Individual, Executed by: Self, Date of Execution: 25/05/2023 , Admitted by: Self, Date of Admission: 25/05/2023 ,Place : Office</p>				

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<p><b>INDIRA INFRASTRUCTURE</b>                      NARAYANI BHAWAN , SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx5R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>



**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr SHAMBHU KUMAR MITTAL</b> Son of Mr GOURI SHANKAR MITTAL Date of Execution - 25/05/2023, , Admitted by: Self, Date of Admission: 25/05/2023, Place of Admission of Execution: Office			
	May 25 2023 1:12PM	LTI 25/05/2023	25/05/2023	
M.r Road, Khalpara, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 37xxxxxxxx2488 Status : Representative, Representative of : INDIRA INFRASTRUCTURE (as PARTNER)				
2	<b>Name</b>	<b>Photo</b>	<b>Finger Print</b>	<b>Signature</b>
	<b>Mr CHETAN GARG</b> Son of Mr RAM CHANDER AGARWAL Date of Execution - 25/05/2023, , Admitted by: Self, Date of Admission: 25/05/2023, Place of Admission of Execution: Office			
	May 25 2023 1:15PM	LTI 25/05/2023	25/05/2023	
SRI RAM COLONY, SEVOKE ROAD, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 63xxxxxxxx5346 Status : Representative, Representative of : INDIRA INFRASTRUCTURE (as PARTNER)				

**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Mr GOPAL ROY</b> Son of Mr GUNESHWAR ROY EAST CHAYAN PARA, City:- Siliguri Mc, P.O:- GHOGHOMALI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006			
	25/05/2023	25/05/2023	25/05/2023
Identifier Of Mr RAM CHANDER AGARWAL, Mrs SAROJ DEVI AGARWAL, Mr SHAMBHU KUMAR MITTAL, Mr CHETAN GARG			



Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr RAM CHANDER AGARWAL	INDIRA INFRASTRUCTURE-0.02 Acre
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr RAM CHANDER AGARWAL	INDIRA INFRASTRUCTURE-0.93995 Acre
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Mr RAM CHANDER AGARWAL	INDIRA INFRASTRUCTURE-0.580925 Acre
2	Mrs SAROJ DEVI AGARWAL	INDIRA INFRASTRUCTURE-0.193975 Acre



On 25-05-2023

**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 12:33 hrs on 25-05-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Mr RAM CHANDER AGARWAL Alias Mr RAM CHANDRA AGARWAL, 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 6,77,49,580/-

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

Execution is admitted on 25/05/2023 by 1. Mr RAM CHANDER AGARWAL, Alias Mr RAM CHANDRA AGARWAL, Son of Late BALDEO DAS AGARWAL, SRI RAM COLONY, SEVOKE ROAD, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mrs SAROJ DEVI AGARWAL, Wife of Mr RAM CHANDRA AGARWAL, SRI RAM COLONY, SEVOKE ROAD, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr GOPAL ROY, , Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

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

Execution is admitted on 25-05-2023 by Mr SHAMBHU KUMAR MITTAL, PARTNER, INDIRA INFRASTRUCTURE (Partnership Firm), NARAYANI BHAWAN, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr GOPAL ROY, , Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

Execution is admitted on 25-05-2023 by Mr CHETAN GARG, PARTNER, INDIRA INFRASTRUCTURE (Partnership Firm), NARAYANI BHAWAN, SEVOKE ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Mr GOPAL ROY, , Son of Mr GUNESHWAR ROY, EAST CHAYAN PARA, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by profession Service

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 21.00/- ( E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/05/2023 5:09AM with Govt. Ref. No: 192023240055936721 on 16-05-2023, Amount Rs: 21/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 440473195 on 16-05-2023, Head of Account 0030-03-104-001-16



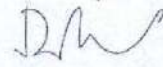
### Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 74,920/-

#### Description of Stamp

1. Stamp: Type: Impressed, Serial no 805, Amount: Rs.100.00/-, Date of Purchase: 13/04/2023, Vendor name: Tanmoy Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 16/05/2023 5:09AM with Govt. Ref. No: 192023240055936721 on 16-05-2023, Amount Rs: 74,920/-, Bank: Punjab National Bank ( PUNB0010000), Ref. No. 440473195 on 16-05-2023, Head of Account 0030-02-103-003-02



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



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2023, Page from 80411 to 80440

being No 071103817 for the year 2023.



*Biswarup Goswami*

Digitally signed by BISWARUP  
GOSWAMI  
Date: 2023.05.29 12:27:07 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/05/29 12:27:07 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BHAKTINAGAR  
West Bengal.

(This document is digitally signed.)