

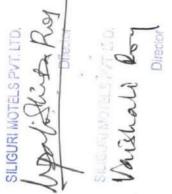
SL.NO. 2824/Date 27, 9, 2029
PURCHASER Siliguri Motels Rot Ltd
Full Address Siliguri
Total Value 1000
Stamp Purchased from JPG Treasury-1
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri

Port and an expense



Addi. Dist. Sub-Registrar Biliguri-I, Dt. Darjeeling

2 1 DEC 2022



DEVELOPMENT AGREEMENT

Date: 21 ST DAY OF DECEMBER, 2022.

2. Place: Siliguri

3. Parties:

1.

JAJODIA HEALTH CLINIC PVT. LID.

JAJODIA HEALTH CLINIC PVT. LID.

Prayruk Agazanal

3.1 "SILIGURI MOTELS PRIVATE LIMITED", (P. A. No. AAHCS5333C), a Private Limited Company, incorporated under The Companies Act, 1956, having Corporate Identity Number:-U70101WB1980PTC032913, for the 06.08.1980, having its Registered Office at Jyotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist-Jalpaiguri, Pin-734001, in the State of West Bengal. represented by two of its Directors 1. MISS UPALI SHIBA ROY (P. A. No. BLFPR7097P, (AADHAR NO. 6557 5184 9309) & 2. MISS VAISHALI ROY (P. A. No. BLUPR1440R), (AADHAR NO. 8861 2312 1134) both D/O Late Debabrata Roy, Hindu by Religion, Nationality by Indian, Business by Occupation, residing at Jamyatra Niwas, Sevoke Road, Jvotinagar, Siliguri, P.O-Sevoke Road, P.S-Bhaktinagar, Dist-Jalpaiguri, Pin-734001, in the State of West Bengal, hereinafter called the "OWNER" (Which expression shall and include its heirs, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

3.2 "M/S JAJODIA HEALTH CLINIC PRIVATE LIMITED" (P. A. No. AAECM4430B), a Private Limited Company, incorporated under The Companies Act, 1956, having Corporate Identity Number: - U85110WB1986PTC040776, for the year 06.06.1986, having its Registered Office at Jajodia Market, S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S-Siliguri, Dist-Darjeeling, Pin-734005, in the State of West Bengal, represented by two of its Directors 1. SRI MRINAL AGARWAL(P. A. No. AKSPA1033F)(Aadhar No. 7138 5840 4131) S/O Sri Naresh Kumar Agarwal, Hindu by Religion, Citizen by Indian, Business by Occupation, residing at Cigerete Company Compound, S. F. Road, Siliguri, P.O-Siliguri Bazar, P.S. Siliguri, Dist. Darjeeling, Pin-734005, in the State of West Bengal & 2. SRI PRATEEK AGARWAL(P. A. No. BUQPA6743P)(Aadhar No. 2410 2173 1881) S/O Shri Deepak Kumar Agarwal, Hindu by Religion, Business by Occupation, Citizen by Indian, residing at Rasraj Sweet Parlour, Mahabirsthan, Railgate No. 1, Siliguri, P.O-Siliguri Town, P.S-Siliguri, Dist. Darjeeling, Pin-734004, in the State of West Bengal, hereinafter called the "DEVELOPER" (Which expression shall and include its heirs, executors, administrators, legal representatives and assigns) of the OTHER PART.

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SILIGURI MOTELS PVT. LTD.

BIRDGE

SILIGURI MOTELS PVT. LTD.

VARELALE PVT. LTD.

Director

AJODIA HEALTH CLINIC PVT LTD

AJODIA HEALTH CLINIC PVT LTD

FRANKLE ABRAUAR?

(Developer, includes successors-in-interest and/or assigns)

Owners and Developer individually Party and collectively Parties.

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

4. Background

4.1 Ownership of Said Property:

The above named "SILIGURI MOTELS PRIVATE LIMITED" is the absolute owner of all that piece or parcel of land measuring 12.25(Twelve Point Two Five) Decimals, appertaining to R.S. Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "II", being Holding No.22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 148, pages from 65 to 73, being Document No. 7886, for the year 1990, registered at, Sub-Registry Office Siliguri, Dist. Darjeeling, executed by Sri Jayanta Kumar Sengupta S/O Sri Amar Prasad Sengupta of Budhadeb Basu Road, Siliguri, as fully described in the schedule herein below.

The above named "SILIGURI MOTELS PRIVATE LIMITED" is the absolute owner of all that piece or parcel of land measuring 12.25(Twelve Point Two Five) Decimals, appertaining to R.S.Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "II", being Holding No.22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, Volume No. 150, pages from 170 to 178, being Document No. 8060, for the year 1990, registered at, Sub-Registry Office Siliguri, Dist. Darjeeling, executed by Sri Jayanta Kumar Sengupta S/O Sri Amar Prasad Sengupta of Budhadeb Basu Road, Siliguri, as fully described in the schedule herein below.





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Director

The above named "SILIGURI MOTELS PRIVATE LIMITED" is the absolute owner of all that piece or parcel of land measuring 6.5(Six Point Five) Decimals, appertaining to R.S. Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "II", being Holding No.22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling, by virtue of Deed of Conveyance, recorded in Book No. I, being Document No. 2317, for the year 1990, registered at, Sub-Registry Office Siliguri, Dist. Darjeeling, executed by Sri Jayanta Kumar Sengupta S/O Sri Amar Prasad Sengupta of Budhadeb Basu Road, Siliguri, as fully described in the schedule herein below.

The **aforesaid** land Owner desirous of constructing a Partly Basement plus six storied Commercial Building on the aforesaid plot of land more particularly described in the schedule- given hereunder and the Plan prepared for which is to be approved & sanctioned by the appropriate Authority i.e. Siliguri Municipal Corporation.

Owners' Representations: The Owners have represented and warranted to 4.2 the Developer that (1) the right, title and interest of the Owners in the Said Property is free from all encumbrances of any and every nature whatsoever, including but not limited to any mortgage, lien and lispendens (2) the Owners shall ensure that the Owners' title to the Said Property continues to remain marketable and free from all encumbrances till completion of development of the Said Property (3) the Owners have not entered into any agreement for sale or lease or transfer or development of the Said Property with any person or persons or firm or Company or any body (4) the Said Property is at present not affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise (5) the Owners have good right, full power, absolute authority and indefeasible title to enter into this Agreement and (6) the Owners have neither done nor permitted to be done anything whatsoever that would in any way impair, hinder and/or restrict the appointment and grant of rights to the Developer under this Agreement.





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- Developer's Representations: The Developer has represented and 4.4 warranted to the Owners that (1) the Developer is carrying on business of construction and development of real estate and has infrastructure and expertise in this field (2) the Developer is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property and (3) the Developer has full authority to enter into this Agreement and appropriate Resolutions/Authorizations to that effect exist.
- 4.5 Grant of Development Right: Based on the mutual representations made by the Parties to each other as aforesaid, the Owners have agreed to grant to the Developer development rights of the Said Property, by virtue of which the Developer shall be entitled to construct and commercially exploit new buildings (collectively New Buildings) on the Said Property (Project) on the basis of the sanctioned building plans obtained by the Developer
- 4.6 Recording of Terms: The Parties are now executing this Agreement to place on record the terms and conditions that have been agreed between themselves with regard to the Project.
- 5. Appointment and Commencement
- 5.2 **Appointment:** The Owners hereby appoint the Developer as the developer of the Said Property with right to execute the Project. The Developer hereby accepts the said appointment by the Owners.
- 5.2 Commencement: This Agreement commences and shall be deemed to have commenced on and with effect from the execution of this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed.

6. Sanction and Construction





- 6.1 Sanction of Building Plan: The Developer (as the agent of the Owners but at its own costs and responsibility) shall, at the earliest, obtain from the Planning Authorities, sanction, modification and/or extension and/or addition of the building plans to ensure that full potential of FAR of the Said Property shall be utilized for construction of the New Buildings. It is clarified that, the Developer shall be responsible for obtaining all other approvals needed for the Project (including final sanction of the Sanctioned Plans and Completion Certificate) and all costs and fees for sanctions and clearances shall be borne and paid by the Developer.
- 6.2 **Architect and Consultants:** The Owners confirm that the Owners have authorized the Developer to appoint the Architects and other consultants to
 - complete the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be paid by the Developer and the Owners shall have no liability or responsibility.
- 6.3 Construction of New Buildings: The Developer shall, at its own costs and expenses and without creating any financial or other liability on the Owners, construct, erect and complete the New Buildings in accordance with the Sanctioned Plans.
- 6.4 **Common Portions:** The Developer shall at its own costs install and erect in the New Buildings the common areas, amenities and facilities such as stairways, lifts, generators, passages, common lavatory, electric meter room, pump room, reservoir, over-head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment and management of the New Buildings (collectively **Common Portions**) and other specified facilities.







- 6.5 **Building Materials:** The Developer shall be authorized in the name of the Owners to apply for and obtain quotas, entitlements and other allocations for cement, steel, bricks and other building materials and inputs and facilities allocable to the Owners and required for the construction of the New Buildings but under no circumstances the Owners shall be responsible for the price/value, storage and quality of the building materials.
- 6.6 Temporary Connections: The Developer shall be authorized in the name of the Owners to apply for and obtain temporary connections of water, electricity, drainage and sewerage. However, the Developer shall be laible to clear all the dues towards the consumption charges to that effect.
- 6.7 Co-operation by Owners: The Owners shall not indulge in any activities which may be detrimental to the development of the Said Property and/or which may affect the mutual interest of the Parties. The Owners shall provide all cooperation that may be necessary for successful completion of the Project.
- 6.8 Sale, Promotion & Marketing Policy: That for the purpose of selling, marketing and promotion of the commercial, parking and other units so constructed therein by the Developer shall be done by the Developer and land Owner Jointly, and/or mutually agreed upon shall appoint a marketing company to represent the Developer and Land Owner Jointly and to act as their agent for entering into agreement to sell and sell the constructed property. However, in case of transfer of any of the constructed area of the building, the Developer shall be entitled to dispose of its allocated area only after satisfying the Owner of its allocated area. The Land Owner shall not be Liable for any marketing cost in that respect.

7. Possession







7.1 Possession of Said Property: The Owners shall deliver vacant and peaceful possession of the Said Property to the Developer upon the sanction of the building plan for carrying out the Project as and when the Developer obtains the plan sanctioned by the sanctioning authority. However the Owners shall allow Developer to survey the land for preparation of Building plan/s and for soil testing as and when so required by the Developer.

8. Powers and Authorities

- 8.1 Power of Attorney With Regard to Sanctioned Plans and for Construction and Sale of Units: The Owners shall grant to the Developer and/or its nominees a Power of Attorney for (1) the purpose of getting the Sanctioned Plans revalidated/modified/altered/extended by the Planning Authorities and obtaining all necessary permissions from different authorities in connection with construction of the New Buildings and (2) construction of the New Buildings and booking and sale of the flats and saleable spaces (collectively Units) in the New Buildings to prospective purchasers (collectively Intending Purchasers).
- 8.2 Further Acts: Notwithstanding grant of the aforesaid Power of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plan etc. for enabling the Developer to

perform all obligations under this Agreement, the cost and expenses to be borne by the Developer.

9. Allocation

In consideration of the development of the Project at the Said Property by the Developer at its own costs and expenses it is agreed by and between the Owners and the Developer that the entire structure shall be apportioned in the manner as stated hereunder: -







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9.1 Owners' Allocation

Owners ("SILIGURI MOTELS PRIVATE LIMITED") shall get 44% of total Floor area in each floor of the Building to be constructed on the below schedule "A" land (Owner's Allocation).

9.2 Developer's Allocation

Developer shall get 56% of total Floor area in each floor of the Building constructed on the below schedule "A" land. (**Developer's Allocation**).

9.3 If any third party interest to purchase or take the possession of below schedule property in rent, then both the parties shall mutually agree to decrease or increase the share ratio.

10. Obligations of Developer

10.1 Compliance with Laws: The development of the Said Property shall commence and the Said Property shall be developed as per the Sanctioned Plans, schemes, rules, regulations, bye-laws and approvals of the Planning Authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect thereof in any manner whatsoever. The execution of the Project shall be in conformity with the prevailing rules and by-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure compliance. The Developer shall alone be responsible

and liable to all authorities concerned and to the Intending Purchasers for any loss or for any claim arising from such construction and shall indemnify the Owners against any claims, loss or damages for any default or failure or breach on the part of the Developer.





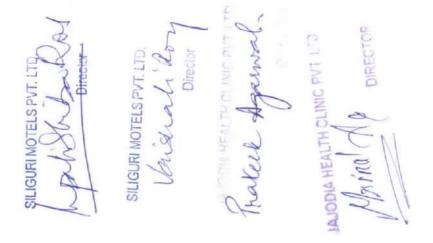




- 10.2 **Planning, Designing and Development:** The Developer shall be responsible for planning, designing and development of the New Buildings with the help of the Architects, professional bodies, contractors, etc.
- 10.3 Construction Period: The Developer at its own cost shall construct, erect and complete the new buildings at the said property in accordance with the building plan or plans in a good workmanship manner with standard quality of materials within 48 months (with grace period of another 6 months) from the date of sanction of building plan/s subject to force majeure. During construction of the building or till total handover the owner's allocation, if any unwarranted or untoward incident occurs within the site or premises, the Land Owner will not be responsible and/or liable.

11. Obligations of Owners

- 11.1 Co-operation with Developer: The Owners undertake to fully co-operate with the Developer for obtaining all permissions required for development of the Said Property.
- 11.2 Act in Good Faith: The Owners undertake to act in good faith towards the Developer (and any appointed and/or designated representatives) so that the Project can be successfully completed.
- 11.3 Documentation and Information: The Owners undertake to provide the Developer with any and all documentation and information relating to the Said Property as may be required by the Developer from time to time.
- No Obstruction in Dealing with Developer's Functions: The Owners covenant not to do any act, deed or thing whereby the Developer may be prevented from discharging its functions under this Agreement.



- 11.5 No Obstruction in Construction: The Owners hereby covenant not to cause any interference or hindrance in the construction of the New Buildings.
- 11.6 No Dealing with Said Property: The Owners hereby covenant not to sell, let out, grant lease, mortgage and/or charge the Said Property or any portions thereof.
- 11.7 Execution of Sale Agreements, Conveyances etc.: The Owners hereby covenant that the Owners at the request of the Developer shall join to execute and register Sale Agreements, Conveyances and any other documents required with regard to transfer of Units in the Project in favour of the Intending Purchasers as Owners of land.
- 11.8 No Objection to Developer and/or to Intending Purchasers in Obtaining

 Loan by Mortgaging Said Property/Units: The Owners hereby covenant
 that the Intending Purchasers shall also be entitled to obtain loan from any
 financial institution by mortgaging their respective Units in the Said
 Property.
- 11.9 Payment Schedule: That the Developer shall make a payment of the sum of Rs. 50,00,000 (Rupees Fifty Lakhs) only at the time of execution of the Development Agreement and a further sum of Rs. 50,00,000 (Rupees Fifty Lakhs) only at the time of passing of the Building Plan and the Total Amount of 1,00,00,000 (Rupees One Crore) Only shall be refundable without any interest on the expiry on or before 4 (Four) years of completion of project whichever will before.

12. Miscellaneous

12.1 Parties Acting under Legal Advice: Each Party has taken and shall take its same lawyers with regard to this Agreement.







- 12.2 Essence of Contract: In addition to time, the Owners and the Developer expressly agree that the mutual covenants and promises including the payment promises contained in this Agreement shall be the essence of this contract.
- 12.3 Documentation: The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out herein, including this Agreement.
- 12.4 Valid Receipt: The Owners shall pass valid receipts for all amounts paid under this Agreement.
- No Partnership: The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be or construed as a partnership between the Parties in any manner nor shall the Parties constitute an association of persons.
- 12.6 No Implied Waiver: Failure or delay by either Party to enforce any rights under this Agreement shall not amount to an implied waiver of any such rights.
- 12.7 Additional Authority: It is understood that from time to time to facilitate the uninterrupted construction of the New Buildings and/or the Project 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 authority of the Owners. Further, various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein. The Owners hereby undertake to do all such acts, deeds, matters and things and execute any such additional power of attorney and/or authorization as may be required by the Developer for the purpose and the Owners also undertake to sign and execute all additional applications and other documents, at the costs and expenses of the Developer.

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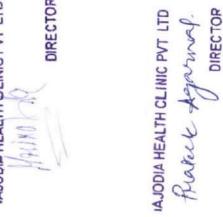




- 12.8 **Further Acts:** The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.
- 12.9 Entire Agreement: This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous discussions/correspondence and agreements between the Parties, oral or implied.
- 12.10 Headings: In this Agreement, the heading are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the construction of this Agreement.
- 12.11 Confidentiality: That this Agreement, its existence and all information exchanged between the Parties under this Agreement shall not be disclosed to any person by the First Party. The First Party shall hold in strictest confidence, shall not use or disclose to any third party, and shall take all necessary precautions to secure any confidential information of the Developer. Disclosure of such information shall be restricted solely to employees, agents, consultants and representatives who have been advised of their obligation with respect to the confidential information. The obligations of confidentiality do not extend to information which:
 - (a) is disclosed to employees, legal advisers, auditors and other consultants of a Party provided such persons have entered into confidentiality obligations similar to those set forth herein;
 - (b) is disclosed with the consent of the Party who supplied the information;
 - (c) is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the Party who supplied the information;
 - (d) is required to be disclosed pursuant to applicable law or is appropriate in connection with any necessary Or desirable intimation TO the Government of India; or







- (e) is generally and publicly available, other than as a result of breach of confidentiality by the Person receiving the information.
- 12.12 **Tax Liability:** That the Land Owners and the Developer shall bear their respective Income Tax, Capital Gain Tax, Wealth Tax or any other Taxes that may arise due to the development of the property shall be borne by the Parties in portion to their share in the project.

The GST to be imposed on the Sale of the Constructed area of the project shall be paid by the intending Purchaser/s of the constructed units to the Developer will further pay the same to the government.

The Land owner shall be liable to pay GST on the owner allocated area.

12.13 **Absence of Loan:** That the Land Owners hereby declare that there is no outstanding loan against the Scheduled Property at the time of entering into this Agreement, whether formal or informal.

13. Indemnity

- 13.1 By the Developer: The Developer hereby indemnifies and agrees to keep the Owners saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by the Owners in relation to the construction of the New Buildings and those resulting from breach of this Agreement by the Developer, including any act of neglect or default of the Developer's consultants, employees and/or the Intending Purchasers and any breach resulting in any successful claim by any third party or violation of any permission, rules regulations or bye-laws or arising out of any accident or otherwise.
- 13.2 By the Owners: The Owners hereby indemnify and agree to keep the Developer saved harmless and indemnified of, from and against any and all loss, damage or liability (whether criminal or civil) suffered by Developer in the course of implementing the Project for any successful claim by any third party for any defect in title of the Said Property or any of the Representations of the Owners being incorrect.



14. Defaults

- 14.1 No Cancellation: None of the Parties shall be entitled to cancel or rescind this Agreement without recourse to arbitration.
- ***** Forfeiture: Notwithstanding the above stipulation, The parties to the agreement have unanimously agreed that:
 - A) In Case of unreasonable delay in completion of the project, except Act of God, pandemic or like any other such worst scenario or, due to gross latches and negligence on part of the Developer, the Land Owner will have liberty to cancel the agreement.
 - B) In Case, during middle of construction, except Act of God, pandemic or like any other such worst scenario or, due to gross latches and negligence on part of the Developer, the Land Owner will have liberty to cancel the agreement.
 - C) Once, the Agreement is cancelled, the Power of Attorney, so granted will be deemed to have been revoked without any further reference.

15. Force Majeure

15.1 Meaning: Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, events, omissions or accidents which are beyond the reasonable control of the Party so prevented and does not arise out of a breach by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or other natural







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physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, strike, lock-outs, labor unrest or other industrial action, terrorist action, civil commotion, non-availability of construction material, hike in prices of construction material and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions or sanctions for reasons outside the control of either Party) or any relevant Government or Court orders.

15.2 Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall have no liability in respect of the performance of such of its obligations as are prevented by the event/s of force majeure. Neither the Owners nor the Developer shall be held responsible for any consequences or liabilities under this Agreement if prevented in performing the same by reason of force majeure. Neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

16. Counterparts

16.1 All Originals: This Agreement is being executed simultaneously in duplicate, each of which shall be deemed to be an original and all of which shall constitute one instrument and agreement between the Parties. The registered copy of this agreement shall be retained by the developer.

17. Severance

17.1 Partial Invalidity: If any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other

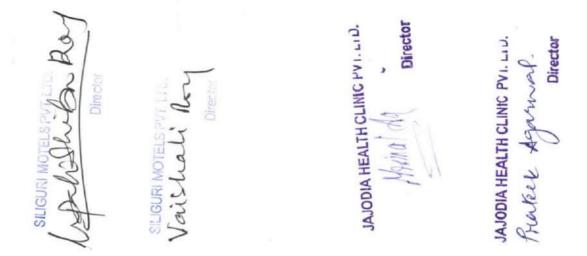


provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

- 17.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.
- 17.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

18. Reservation of Rights

- 18.1 **Right to Waive:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof with mutual consent of both the parties.
- 18.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.



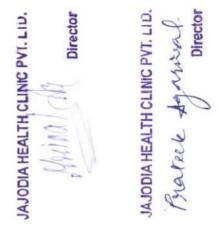
19. Notice

19.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or sent by prepaid recorded delivery (registered post with acknowledgement due or through courier service) to the proper address and for the attention of the relevant Party (or such other address as is otherwise notified by each Party from time to time). The Owners shall address all such notices and other written communications to the Designated Partner of the Developer and the Developer shall address all such notices and other written communications to each of the Owners.

20. Arbitration

- 20.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use his/her/its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.
- 20.2 Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996.





- 20.3 Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist of the following three Arbitrators [each of whom shall be an Advocate holding a current practicing certificatel:
 - 20.3.1 Appointment by Owners: 1 (one) Arbitrator to be appointed jointly by all the Owners.
 - 20.3.2 Appointment by Developer: 1 (one) Arbitrator to be appointed by the Developer.
 - 20.3.3 Chairman: The Chairman of the Arbitration Tribunal to be jointly appointed by the other 2 (two) Arbitrators.
- Conduct of Arbitration Proceeding: The Parties irrevocably agree that: 20.4
 - 20.4.1 Place: The place of arbitration shall be Siliguri only.
 - 20.4.2 Language: The language of the arbitration shall be English.
 - 20.4.3 Interim Directions: The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.
 - 20.4.4 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said act shall apply to the arbitration proceedings.

20.4.5 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.



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21. Jurisdiction

21.1 **Siliguri:** In connection with the aforesaid arbitration proceedings, only the Siliguri Judge, Siliguri shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

SCHEDULE

(Total Land of Owner)

All that piece or parcel of land measuring land measuring 31(Thirty One) Decimals appertaining to R.S. Plot No. 222, recorded in R.S. Khatian Nos. 412/1 & 412/2, J. L. No. 110(88), situated at Mouza-SILIGURI, Pargana-Baikunthapur, within Siliguri Municipal Corporation in Ward No. "II", being Holding No. 22/2, Police Station-Siliguri, Addl. District Sub-Registry Office Siliguri, District Darjeeling. The

aforesaid land is Basty in classification.
PLOT WISE DETAILS OF ABOVE SCHEDULE

MOUZA	R. S. PLOT NO.	R. S. KHATIAN NO.	J. L. NO.	AREA
SILIGURI	222	412/1	110(88)	15 Dec
SILIGURI	222	412/2	110(88)	16 Dec
			Total =	31 Dec

The said land is butted and bounded as follows:

On the North:- Land of R. S. Plot No. 219

On the South:- Land of R. S. Plot No. 223(recorded as a Road)

On the East:- Land in Possession of Amitava Palchoudhary(R. S. Plot No. 220 & 221)

On the West:- P. W. D Reserve Land then 60 Ft. wide Hill Cart Road

22. Execution and Delivery:

par

22.1 **In Witness Whereof** the Parties have executed and delivered this Agreement on the date mentioned above.

[OWNER]

SILIGURI MOTE

"SILIGURI MOTELS PRIVATE

LIMITED"

[Designated Director]



"SILIGURI MOTELS PRIVATE LIMITED",

[Designated Director]

[Developer]

JAJODIA HEALTH CLINIC PVT. LTD.

Director

""JAJODIA HEALTH CLINIC PRIVATE LIMITED"", [Designated Director]

	H CLINIC PVT. LID.	
Poraleck	Director	

"JAJODIA HEALTH CLINIC PRIVATE LIMITED", [Designated Director]

Signature Abhish elak	Signature Arritana 623 W ama
Name Ablisit Clare	Name Frankows & Sobson on
Father's Name Ashim change	Father's Name RAJESWAR GOSWA MI
Address Khalpan, Silish;	Address DESHBANDHUPARA SILIGURI
	1.0- SILIGURI TOWN P.S. SILIGURI

Drafted & Printed in my Office As per instruction of the Parties

(Manoj Kumar Kedia) Advocate, Siliguri Regn No. WB/94/1997 EXECUTANT FINGER PRINT SHEET

	Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
Left Hand					50
Right Hand					6

John Roy Signature

h .		Thumb,	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand		L. B			Tinger
The Rev	Right Hand		24	A		ă
				1000		

CLAIMANT FINGERPRINT SHEET

		Thumb.	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
ain of the lains	Right Hand		*			

CLAIMANT FINGERPRINT SHEET

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

IDENTIFIER FINGERPRINT SHEET

РНОТО



LEFT THUMB IMPRESSION



Ashists Class Consideration

Major Information of the Deed

Deed No:	1-0402-03754/2022	Date of Registration	21/12/2022
Query No / Year	0402-2003563394/2022	Office where deed is r	The state of the s
Query Date	19/12/2022 12:33:52 PM		
Applicant Name, Address & Other Details	Manoj Kedia Thana : Siliguri, District : Darjeelii 9144416171, Status :Advocate	A.D.S.R. SILIGURI, Dis	
Transaction		Additional Transaction	
[0110] Sale, Development A agreement Set Forth value	Agreement or Construction	[4305] Other than Immo Declaration [No of Declaration Immovable Propert Agreement : 1], [4311] O Property, Receipt [Rs : 1	ration : 1], [4308] Othe y, Agreement [No of other than Immovable
Set Forth value		Market Value	
Stoward & D. Woo		Rs. 11,83,63,630/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 1,00,021/- (Article:E,	E. F.)
Remarks	Received Rs. 50/- (FIFTY only) area)	from the applicant for issuing	he assement slip.(Urba

Land Details:

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: H C ROAD, Road Zone : (Central Plaza -- Patel Road) , Mouza: Siliguri, Jl No: 88, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	TATAL STREET,	Market Value (In Rs.)	Other Details
L1	RS-222	RS-412/1	Bastu	Bastu	15 Dec			Width of Approach Road: 60 Ft., Adjacent to Metal Road,
L2	RS-222	RS-412/2	Bastu	Bastu	16 Dec		6,10,90,906/-	Width of Approach Road: 60 Ft., Adjacent to Metal Road,
		TOTAL :			31Dec	0 /-	1183,63,630 /-	
	Grand	Total :			31Dec	0 /-	1183,63,630 /-	

Land Lord Details:

SI No	Name, Address, Photo, Finger print and Signature
	SILIGURI MOTELS PVT LTD JYOTINAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, PAN No.:: AAxxxxxx3C, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative, Executed by: Representative

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	MS JAJODIA HEALTH CLINIC PRIVATE LIMITED JAJODIA MARKET, S.F. ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734005, PAN No.:: AAxxxxxx0B, Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details:

Name	Photo	Finger Print	Signature
Miss UPALI SHIBA ROY (Presentant) Daughter of Late DEBABRATA ROY Date of Execution - 21/12/2022, , Admitted by: Self, Date of Admission: 21/12/2022, Place of Admission of Execution: Office			bph 8a Da Day
admission of execution: Office			
JAMYATRA NIWAS, SEVOKE ROAD, P.S:-Bhaktinagar, Dist Caste: Hindu, Occupation: Bu 65xxxxxxxxx9309 Status: Rep	trict:-Jalpaiguri, V siness, Citizen o	Vest Bengal, India, f: India, , PAN No.:	21/12/2022 , City:- Siliguri Mc, P.O:- SEVOKE PIN:- 734001, Sex: Female, By : BLxxxxxx7P, Aadhaar No: IGURI MOTELS PVT LTD (as
JAMYATRA NIWAS, SEVOKI ROAD, P.S:-Bhaktinagar, Dist Caste: Hindu, Occupation: Bu	EROAD, JYOTIN trict:-Jalpaiguri, V siness, Citizen o	NAGAR, SILIGURI, Vest Bengal, India, f: India, , PAN No.:	, City:- Siliguri Mc, P.O:- SEVOKE PIN:- 734001, Sex: Female, By : BLxxxxxx7P, Aadhaar No:
JAMYATRA NIWAS, SEVOKE ROAD, P.S:-Bhaktinagar, Dist Caste: Hindu, Occupation: Bu 65xxxxxxxxx9309 Status: Rep DIRECTOR)	E ROAD, JYOTIN trict:-Jalpaiguri, V siness, Citizen o resentative, Rep	Vest Bengal, India, f: India, PAN No.: resentative of : SIL	, City:- Siliguri Mc, P.O:- SEVOKE PIN:- 734001, Sex: Female, By : BLxxxxxx7P, Aadhaar No: IGURI MOTELS PVT LTD (as

3 Name Photo **Finger Print** Signature Shri MRINAL AGARWAL Son of Shri NARESH KUMAR AGARWAL Date of Execution -21/12/2022, , Admitted by: Self, Date of Admission: 21/12/2022, Place of Admission of Execution: Office 21/12/2022

21/12/2022 CIGERETE COMPANY COMPOUND, S.F. ROAD, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AKxxxxxx3F, Aadhaar No: 71xxxxxxxx4131 Status : Representative, Representative of : MS JAJODIA HEALTH CLINIC PRIVATE LIMITED (as DIRECTORS)

Name	Photo	Finger Print	Signature
Shri PRATEEK AGARWAL Son of Shri DEEPAK KUMAR AGARWAL Date of Execution - 21/12/2022, Admitted by: Self, Date of Admission: 21/12/2022, Place of Admission of Execution: Office			Preter Symuel.
	Dec 21 2022 11:48AM	LTI 21/12/2022	21/12/2022

RASRAJ SWEET PARLOUR, MAHABIRSTHAN, 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.:: BUxxxxxx3P, Aadhaar No: 24xxxxxxxx1881 Status : Representative, Representative of : MS JAJODIA HEALTH CLINIC PRIVATE LIMITED (as DIRECTOR)

Identifier Details:

Name	Photo	Finger Print	Signature
Shri ABHIJIT CHAKRABORTY Son of Late ASHIM CHAKRABORTY KHALPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005	8		A52.=+ =
	21/12/2022	21/12/2022	21/12/2022

Identifier Of Miss UPALI SHIBA RO

Transfer of property for L1				
SI.No	From	To. with area (Name-Area)		
1	SILIGURI MOTELS PVT LTD	MS JAJODIA HEALTH CLINIC PRIVATE LIMITED-15 Dec		
Trans	fer of property for L2			
SI.No	From	To. with area (Name-Area)		
1	SILIGURI MOTELS PVT LTD	MS JAJODIA HEALTH CLINIC PRIVATE LIMITED-16 Dec		

Endorsement For Deed Number: I - 040203754 / 2022

On 21-12-2022

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

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

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

Presented for registration at 11:26 hrs on 21-12-2022, at the Office of the A.D.S.R. SILIGURI by Miss UPALI SHIBA ROY,.

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 11,83,63,630/-

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

Execution is admitted on 21-12-2022 by Miss UPALI SHIBA ROY, DIRECTOR, SILIGURI MOTELS PVT LTD (Private Limited Company), JYOTINAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734001

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

Execution is admitted on 21-12-2022 by Miss VAISHALI ROY, DIRECTOR, SILIGURI MOTELS PVT LTD (Private Limited Company), JYOTINAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SEVOKE ROAD, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734001

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

Execution is admitted on 21-12-2022 by Shri MRINAL AGARWAL, DIRECTORS, MS JAJODIA HEALTH CLINIC PRIVATE LIMITED (Private Limited Company), JAJODIA MARKET, S.F. ROAD, SILIGURI, City:- Siliguri Mc, P.O:-SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

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

Execution is admitted on 21-12-2022 by Shri PRATEEK AGARWAL, DIRECTOR, MS JAJODIA HEALTH CLINIC PRIVATE LIMITED (Private Limited Company), JAJODIA MARKET, S.F. ROAD, SILIGURI, City:- Siliguri Mc, P.O:-SILIGURI BAZAR, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005

Indetified by Shri ABHIJIT CHAKRABORTY, , , Son of Late ASHIM CHAKRABORTY, KHALPARA, 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 21/12/2022 10:17AM with Govt. Ref. No: 192022230223367161 on 21-12-2022, Amount Rs: 1,00,021/-, Bank; ICICI Bank (ICIC0000006), Ref. No. 92541696 on 21-12-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 74,021/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 28241, Amount: Rs.1,000.00/-, Date of Purchase: 27/09/2022, Vendor name: J R

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 21/12/2022 10:17AM with Govt. Ref. No: 192022230223367161 on 21-12-2022, Amount Rs: 74,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 92541696 on 21-12-2022, Head of Account 0030-02-103-003-02

Hyangdin

Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0402-2022, Page from 110269 to 110301 being No 040203754 for the year 2022.



Ryangden

Digitally signed by SANGHA RATNA SYANGDEN

Date: 2022.12.28 15:56:46 +05:30 Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2022/12/28 03:56:46 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. SILIGURI West Bengal.

(This document is digitally signed.)