

SL No. 2443/2022.

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✓ Sankar Sankar

✓ Swapna Sankar

Balajee Real Estate
[Handwritten signature]
Partner

Balajee Real Estate
[Handwritten signature]
Partner

DEED OF DEVELOPMENT AGREEMENT

This Indenture is made on this the 21st day of July, Two Thousand Twenty Two, at Siliguri.

~: BETWEEN :~

IDENTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION THE SIGNATURES AND THE ENDORSEMENT SHEETS ATTACHED TO THIS DOCUMENT ARE THE PART OF THIS DOCUMENT

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ADVL. INCH. REG. REGISTRAR
SILIGURI
20/7/2022

Pradip Kumar Sarkar
Sankar Sarkar

Swapna Sarkar

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Balajee Real Estate
Suman Agarwal
Partner

Balajee Real Estate
Swamintha Dutta Lakra
Partner

(1) SRI PRADIP KUMAR SARKAR, [I.T. PAN: AVWPS9491E] [AADHAAR: 526281479812]
(2) SRI SANKAR SARKAR, [I.T. PAN: AIMPS4350B] [AADHAAR: 729387043214] & **(3) MS. SWAPNA SARKAR**, [I.T. PAN: FCEPS7087E] [AADHAAR: 509226077773] all are sons/daughter of Late Jatindra Nath Sarkar, Hindu by faith, Indian by nationality, Business/Household work by occupation, residents of Majumdar Colony, Mahananda para, P.O. & P.S. Siliguri, Dist. Darjeeling, Pin-734001, in the State of West Bengal - hereinafter collectively called the **OWNERS/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the **ONE PART**.

A N D

M/S. BALAJEE REAL ESTATE, [I.T. PAN : AAUFB6623Q] a partnership firm, having its office address at "Shyama Kunj", Pranami School Road Last, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin- 734001, in the State of West Bengal, represented by its partners namely **(1) SMT. SUMAN DALMIA AGARWAL**, [I.T. PAN : ACCPA8114F] [AADHAAR: 854123222846] Wife of Sri Sunil Kumar Agarwal, & **(2) SMT. SWARMISTHA DUTTA LAKRA**, [I.T. PAN : AVXPD5911D] [AADHAAR: 939430948665] Wife of Sri Basuki Ranjan Lakra, both of them are Hindu by faith, Indian by nationality, Business by occupation, No.1 is resident of "Shyama Kunj", Pranami School Road Last, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri, Pin- 734001 and No.2 is resident of Bonani, B.B.D. Colony, behind Sewa Kendra, Pradhan Nagar, P.O. & P.S. Pradhan Nagar, Siliguri, Pin-734003, District Darjeeling - hereinafter called the **DEVELOPER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its successors in office, legal representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS one Jatindra Nath Sarkar, Son of Late Shyama Charan Sarkar, was the recorded owner in possession of all that 9.851 Acres of land recorded in R.S. Khatian No. 627, 2317 and 2404 comprising numerous Plot Nos. within Mouza Siliguri, J.L. No.110(88), P.S. Siliguri, Dist. Darjeeling out of which he had sold a large portion of land to different individuals and lastly remained in khas possession of 90 Katha of land out of the aforesaid land and being in possession of the said landed property the above named Jatindra Nath Sarkar died intestate on 04.07.2001 leaving behind him, his three sons namely (1) Sri Pradip Sarkar, (2) Sri Dipak Sarkar, (3) Sri SANKAR Sarkar & (4) Ms. Swapna Sarkar as his sole legal heirs and successors who accordingly inherited the said landed property in equal share as per the provisions of the Hindu Succession Act, 1956 each having 1/4th undivided share thereupon which is measuring about 22½ Katha. It is pertinent to mention here that the wife of said Jatindra Nath Sarkar namely Bani Sarkar predeceased him on 27.03.1998.

AND WHEREAS thereafter said Sri Dipak Sarkar transferred all that 9¼ Katha of land out his part of 22½ Katha of land unto and in favour of his brothers and sister namely Sri Pradip Sarkar, Sri Sankar Sarkar & Ms. Swapna Sarkar (i.e. the Owners/First Party hereof) through



Pradip Sarkar
Sankar Sarkar
Swapna Sarkar

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Suman Agarwal
Partner

Balajee Real Estate
Swasthika Dutta
Partner

a Deed of Gift which has been transcribed in Book No. 1, Volume No.2, in pages 213 to 218, being document No. I- 64 for the year 2003 registered at the office of the A.D.S.R. Siliguri dated 07.01.2003.

AND WHEREAS it is also pertinent to mention here that subsequently the above named legal heirs have amicably partitioned their aforesaid inherited land by executing a Deed of Partition to that effect being document No. I- 977 for the year 2003 registered at the office of the A.D.S.R. Siliguri dated 24.02.2003 whereby said Sri Dipak Sarkar was allotted his part of 13¼ Katha of land with building standing thereupon with particular boundary demarcating the same specifically and remaining 76¼ Katha of land with building standing thereupon with particular boundary demarcating the same specifically was allotted to Sri Pradip Sarkar, Sri Sankar Sarkar & Ms. Swapna Sarkar (i.e. the Owners/First Party hereof) through the said registered deed of partition.

AND WHEREAS the Owners/First Party hereof out their entire aforesaid land, have presently decided to raise a multi storeyed residential cum commercial building upon all that 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre of land as particularly described in the First Schedule herein below.

AND WHEREAS

- A) The Owners/First Party above named being desirous of constructing a Multi Storeyed residential building consisting several numbers of ownership flats, car parking space, shops etc. on the aforesaid land measuring 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre, but not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential/residential cum commercial complex in the said plot of land and accordingly the First Party approached and proposed M/S. BALAJEE REAL ESTATE i.e. the Developer/Second Party hereto referred above to develop her aforesaid landed property as per sanctioned building plan of Siliguri Municipal Corporation. The Developer/Second Party herein being a Partnership firm engaged in construction business, has agreed to develop and to construct a residential/residential cum commercial complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.
- B) The said premises i.e. the land measuring 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre as described in the First Schedule herein below is free from all encumbrance, charges, liens, lispences, attachments, trusts whatsoever or howsoever.
- C) The Owners/First Party have agreed to grant an exclusive right of development of the said premises in favour of the Developer/Second Party for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at



Sri Pradip Sarkar
Sankar Sarkar

Swapna Sarkar

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Balajee Real Estate
Pooja Agarwal
Partner

Balajee Real Estate
Swasmita Dutta
Partner

liberty to appoint contractors, architects/engineers as per requirement, for the development of the premises as per its own choice and discretion.

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

ARTICLE-I-DEFENITIONS:

In this Agreement, unless otherwise specifically mentioned.

- 1.1 The Owner shall mean the said Sri Pradip Sarkar, Sri Sankar Sarkar & Ms. Swapna Sarkar, sons/daughter of Late Jatindra Nath Sarkar, the aforesaid person not only as owners but also as having whatsoever right, title or interest that they may have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the First Schedule hereunder written and also their heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said M/s. Balajee Real Estate, and its successor or successors in office, executors and administrators and assigns including its Partners at all material times.
- 1.3 Premises shall mean all that piece and parcel of the land measuring 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the Siliguri Municipal Corporation for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.
- 1.5 Unit shall mean the constructed area and/or spaces in the building or buildings intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building or buildings to be constructed at the said premises.
- 1.6 Super built up area shall mean the total constructed area which will include land scap, passageways, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said premises.
- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time as the Architect of the Building to be constructed at the said premises.
- 1.8 That the plan shall be the plan or plans, elevation, designs, drawings and specifications of the building or buildings as shall be sanctioned by the Siliguri



Indip Kumar Sarkar
Sankar Sarkar

Swapna Sarkar

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Suman Agarwal
Partner

Balajee Real Estate

Sushmita Dutta
Partner

Municipal Corporation including modification's or variation thereof which may be made from time to time.

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

1.10 OWNER'S ALLOCATION.

The allocation to the First Party/ Owner shall be:

That on completion of the proposed multi storeyed residential cum commercial building in the aforesaid premises the Developer/Second Party shall provide to the Owner/First Party total 6 Nos. of residential flats (as mentioned in the table below) and a 100 Sq.Ft.(built up area) commercial space at Ground floor and also 6 Nos. of Car Parking space (numbering 1 to 6) each measuring 135 Sq.Ft. at the Ground floor of the building. The Car parking space and the commercial space as hereby agreed to be given as owners' allocation is particularly shown in a separate sheet/map enclosed herewith and forming part of these presents.

Sl. No.	Flat No.	Tenement No.	Area (including super built up area)	Floor	Portion
1.	A-2	T-5	836 Sq.Ft.	2 nd	Front
2.	A-3	T-9	836 Sq.Ft.	3 rd	Front
3.	B-2	T-6	839 Sq.Ft.	2 nd	Front
4.	C-1	T-3	871 Sq.Ft.	1 st	Back
5.	C-3	T-11	871 Sq.Ft.	3 rd	Back
6.	D-1	T-4	877 Sq.Ft.	1 st	Back

1.11 DEVELOPER'S ALLOCATION:

All that other remaining saleable and useable areas i.e. residential flats/units, and car parking spaces/garages etc. of the building to be constructed in the aforesaid premises by the Developer according to sanctioned building plan of Siliguri Municipal Corporation, together with undivided proportionate share of the land including the following.

Sl. No.	Flat No.	Tenement No.	Area (including super built up area)	Floor	Portion
1.	A-1	T-1	836 Sq.Ft.	1 st	Front
2.	B-1	T-2	839 Sq.Ft.	1 st	Front
3.	B-3	T-10	839 Sq.Ft.	3 rd	Front
4.	C-2	T-7	871 Sq.Ft.	2 nd	Back
5.	D-2	T-8	877 Sq.Ft.	2 nd	Back
6.	D-3	T-12	877 Sq.Ft.	3 rd	Back



Pradyumn Sankar
Sankar Sankar
Sujoy Sankar

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Balajee Real Estate

Suman Agarwal
Partner

Balajee Real Estate

Swabhintha Dutta
Partner

- 1.12 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to the purchasers thereof although the same may not amount to a transfer in law.
- 1.13 Transferee shall mean a person, persons, firm, limited company, association or persons to whom any space and/or unit in the building to be constructed at the said premises has been transferred.
- 1.14 Word importing singular shall include plural and vice versa.
- 1.15 Word importing gender shall include all the other genders, i.e. masculine, feminine and neutral gender.

ARTICLE-II COMMENCEMENT

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

ARTICLE -III OWNER'S RIGHT AND REPRESENTATIONS:

- 3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.
- 3.2 Excepting the owners, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof as mentioned in the First Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispendences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- 3.4 There is no vacant land at the said premises within the Urban Land (Ceiling and Regulations) Act, 1976.
- 3.5 The Owners/First Party hereby assure the Developer that there is no bar or impediment on the Owners/First Party under any law or statute to enter into the present agreement and/or to alienate the said property in any manner.
- 3.6 The Owners have not mortgaged the said premises or any part thereof to any scheduled Bank or Finance company or any other concern dealing in money lending business.
- 3.7 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owners or any person claiming under them.



Indip Kumar Sankar
Sankar Sankar
Swapna Sankar

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Suman Agarwal
Partner

Balajee Real Estate
Shashintha Athekar
Partner

- 3.8 That the Owners shall hand over the physical possession of the aforesaid premises in favour of the Developer immediately after execution of these presents. And it is covenanted here that the Owners/First Party shall not mortgage or create any charge on the title deed in respect of the said premises during subsistence of this present agreement and the First Party shall be under obligation to produce the original documents to the Second Party as and when the same may be required by the Second Party for presenting before various authorities/banks etc. for verification.

ARTICLE IV- DEVELOPER'S RIGHT

- 4.1 The Owners hereby grant, 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 sanctioned plan or without any modification and/or amendment thereto made or caused to be made by the parties hereto.
- 4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owner and/or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developers' own costs and expenses for sanction.

ARTICLE V- CONSIDERATION

5. In consideration of the owner allowing the Developer to develop the said premises the Developer shall allocate owners as mentioned in clause No. 1.10 under Article – I, Definition hereinabove.

ARTICLE VI- PROCEDURE

6. The land owners shall grant a Power of Attorney in favour of M/s. Balaji Real Estate, or in favour of any of its Partner(s), for obtaining necessary permission and/or sanction from different authorities in connection with the development of the new building/s at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory authorities and for all other matter concerning or related to the project or development including the power to dispose of the Developer's Allocation entirely and the said Power of Attorney shall remain in force until completion of the project and sale out of the entire Developer's Allocation finally.

ARTICLE –VII- BUILDING.

- 7.1 The Developer shall at its own costs, construct erect and complete the new building at the said premises in accordance with the sanctioned building plan with good and



Pradip Kumar Sankar
Sankar Sankar

Swapna Sankar

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Suman Agarwal
Partner

Balajee Real Estate
Shashwathi Attker
Partner

standard materials as may be specified by the Architects and as set out in the Second Schedule hereunder written. The new building/s shall be of residential cum commercial type and having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the Siliguri Municipal Corporation.

- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification as stated in the Second Schedule hereunder shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building at its own costs, pumps, tube well, water storage tanks and provide other facilities as are required to be provided in a multi storied building in Siliguri having self contained units for sale of constructed area therein on ownership basis and as mutually agreed to.
- 7.4 The Developer shall further install CCTV cameras (maximum 4 Nos.) in the said proposed new building upon its completion at its own expenses.
- 7.5 The Developer shall be authorized in the name of the owners so far as is necessary, to apply for and obtain 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 for which purpose all costs charges and expenses therefore shall be borne and met by the Developer.
- 7.6 All costs, charges and expenses, including architects, fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the owner shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

ARTICLE VIII- COMMON FACILITIES

8. The Developer shall pay and bear all corporation taxes, insurance premiums and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of making over vacant possession by the owners to the Developer till the date of selling out of the entire saleable area of the building and then the transferee/s shall bear such taxes, fees, etc. in respect of their respective proportion only.

ARTICLE- IX – COMMON RESTRICTIONS

- 9.1 The Owners/Developer shall not use or permit to use in the new building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity



Indip Kuma Sankar
Sankar Sankar

Swarna Sankar

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Suman Agarwal
Partner

Balajee Real Estate
Shashintha Attukuru
Partner

nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.

- 9.2 Neither party shall demolish nor permit demolition of any wall or other structure in the newly constructed building or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.
- 9.3 Both the parties shall abide by all laws, Bye-laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violating and/or breach of any of the said laws, bye-laws, rules and regulations.
- 9.4 The respective allottees /transferees including the Owners shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in each of their respective allocations in the new buildings in good working condition and repair and in particular so as not to cause any damage to the new building or buildings or any part thereof and shall keep each other occupiers of the said building indemnified from and against the consequences of any breach.
- 9.5 The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new buildings or buildings or any part thereof and shall keep each other and other occupiers of the building harmless and indemnified from and against the consequences of any breach.
- 9.6 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in corridors or other places for the common use in the new building and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building and in case any such hindrance is caused, the Developer or the owner, as the case may be shall be entitled to remove the same at the risk and cost of the other.
- 9.7 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.

ARTICLE X- OWNERS' OBLIGATIONS

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



Debdip Kumar Sankar
Sankar Sankar

Sankar Sankar

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Suman Agarwal
Partner

Balajee Real Estate
Swarnishtha Anil Kumar
Partner

- 10.2 The Owners hereby agree and covenant 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 newly constructed building.
- 10.3 That the Owners shall at the request of the Developer, if required at any material time, execute the Deed(s) of Conveyance in favour of the prospective buyer/s together with proportionate share and rights in land, common space and passage, stair case, roof etc. as and when asked by the Developer to do so with respect to Developer's allocation as agreed herein above.
- 10.4 It is distinctly understood by and between the parties hereto that while executing and registering the Deed(s) of Conveyance in favour of the prospective buyers out of the Developer's allocation as stated above the Owners shall not claim or accept any consideration whatsoever.
- 10.5 The owners shall not do any act deed or thing whereby the Developer may be prevented from construction and completion of the said new proposed building at the said premises.
- 10.6 The owner hereby agree and covenant with the Developer not to let out, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.
- 10.7 In the event of death of any of the land Owners/First Party hereof their legal heir(s) shall execute General Power of Attorney, if necessary, in favour of the Developer empowering it to develop the said premises and also to sell/let out the entire Developer's Allocation and for such purpose to enter into agreement(s) with intending purchasers, receive all earnest money and all payments towards consideration money and to execute, sign and register such deed(s) of conveyance/agreements etc. in respect of entire Developer's allocation.

ARTICLE – XI – DEVELOPER'S OBLIGATIONS

11. The Developer hereby agree and covenants with the owners to complete the construction of the new building at the said premises in terms of the sanctioned plan/s within **30(Thirty) months** from the date of sanction of building plan from the appropriate authority. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part or the Developer in the course of construction.
12. That the Second Party/Developer hereby undertakes to obtain completion certificate of the said proposed building from the appropriate authority i.e. Siliguri Municipal Corporation within 2 (two) years from the date of completion of the said proposed building in the said premises.



Debdip Dutta Sankar
Sankar Sankar
Sankar Sankar

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Suman Agarwal
Partner

Balajee Real Estate
Shwini Agarwal
Partner

ARTICLE – XII- OWNERS' INDEMNITY

- 12.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.
- 12.2 The Owners hereby undertake to keep the Developer indemnified against all THIRD PARTY claims and actions against the aforesaid premises.
- 12.3 The Owners shall not sale or transfer otherwise or enter into agreement for sale or transfer otherwise at any time in respect to the Developer's allocation/area.

ARTICLE XIII- DEVELOPER'S INDEMNITY

- 13.1 The Developer hereby undertake to keep the owner indemnified against all THIRD PARTY claims and actions arising out of any sort of act or omission of the Developer in or relation to or arising out of the construction of the said building at the said premises.
- 13.2 The Developer hereby undertake to keep the owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

ARTICLE XIV- MISCELLANEOUS

- 14.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owners in any manner nor shall the parties hereto constitute as an association of persons.
- 7.7 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been made herein and the owners hereby undertake to do all such acts, deeds, and things that may be reasonably required to be done in the matter and the owners shall further 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 undertakes 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 to the owner and/or go against the spirit of this agreement. It is hereby agreed between the parties hereof that if required the cost incurred in the installation of Transformer to the



Debdip Dutta
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Suman Sankar

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Swarnimtha Arshika
Partner

maximum limit of 63KVA shall be exclusively borne by the Developer and the other charges such as installation of personal electric connection from WBSEDCL shall be borne by the respective parties individually.

- 14.2 The Developer shall frame scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Associations/Holding Organization and hereby give their consent to abide by the same.
- 14.3 As and from the date of completion of the new building, the Owners, Developer and/or its transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
- 14.4 That the Owners, Developer and its transferees shall have the common rights in all stair cases, passages, roof etc. of the building and each one shall be entitled to use and utilize the same without causing any disturbance to others.
- 14.5 That the Developer shall have the exclusive right to deal with the constructed area of portion of the proposed building including its right to all common areas and facilities provided in the said building and shall have the right to enter into any agreement with prospective buyer as may be chosen and selected by the Developer for sale of any unit out of the Developer's allocation at such price and at such rate as may be agreed upon by and between the Developer and the intending Purchaser(s).
- 14.6 The Developer can avail bank loan or financial assistance from any scheduled bank or finance company in respect of Developer's allocation as agreed under this agreement.
- 14.7 That the Developer also undertakes to bear the registration expenses of the owner's allocation if the said allocation is mutually partitioned or gifted amongst the First Party/owners on completion of the said proposed building. But if any portion out of owner's allocation is transferred/sold to any third party/transferee by the First Party hereof in that event the Second Party shall not have any obligation in this regard.
- 14.8 Save and except as specifically mentioned herein, both the Owners as well as the Developer shall each have exclusive 50% right over the top roof/terrace of the said proposed building.
- 14.9 The Developer and the Owners shall mutually decide the name of the new proposed building to be constructed on the said premises.



Aradip Kumar Sarker
Sankar Sankar
Swapna Sankar

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Suman Agarwal
Partner

Balajee Real Estate
Shashmita Akter
Partner

- 14.10 That all income tax liability in connection with construction of the aforesaid building (excluding the Owners' share) and profit arising from sale of Developer's share in the said building shall be borne by the Developer.
- 14.11 That the income tax liability of the Owners/First Party, if any, arising out of this agreement shall be borne by them.

ARTICLE X –FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligations 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 obligations during the duration of the Force Majeure.
- 15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion, pandemic/lockdown and/or any other act or commission beyond the control of the parties hereto.

ARTICLE XVI– ARBITRATION

16. In case if any dispute, difference or question arising between the parties hereto with regards to this agreement, the same shall be resolved through arbitrator by appointing a sole Arbitrator by the Developer. The decision of the Arbitrator shall be final and binding on the parties. The arbitration proceeding shall be in accordance with provisions as laid down in Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto. The venue of the arbitration proceedings shall be at Siliguri and the language shall be English. All the proceedings are subject to the exclusive jurisdiction of the court at Siliguri only. Provided that the Developer and the Owners shall not commence legal proceedings or to have any Receiver appointed in the said premises or the said building unless the same is first referred to Arbitration and Arbitrator has given his award.

THE FIRST SHCEDUE ABOVE REFERRED TO

SCHEDULE "A"

DESCRIPTION OF THE PREMISES.

All that piece or parcel of homestead land measuring 7 Katha 15 Chhatak 11 Sq.Ft. or 0.13145 Acre, in part of R.S. Plot No.2043, corresponding to its L.R. Plot No.2274, recorded in Khatian No.627 (R.S.); 6308, 6219 & 6307 (L.R.), within Mouza Siliguri (R.S.); Siliguri Madhya Paschim (L.R.), Pargana Baikunthapur, J.L. No. 110(R.S.); 90 (L.R.), located at Govt. Sawmill road, within Ward No. IV (S.M.C.), under P.S. Siliguri, Dist. Darjeeling.

The said land is butted and bounded as follows:



Debdip Kumar Sankar
Sankar Sankar

Swapna Sankar

14

Balajee Real Estate
Suman Agarwal.
Partner

Balajee Real Estate
Shashintha
Partner

BY NORTH : 5100 MM wide S.M.C. Road;
BY SOUTH : Land and house of Late Shanti Ranjan Ghosh;
BY EAST : 2750 MM wide Private Road;
BY WEST : House of Sri Swapna Joardar.

THE SECOND SCHEDULE REFERRED HEREINABOVE.
SCHEDULE "B"

The details of fixtures, fittings, amenities, standard materials to be provided in the new building or buildings are as follows:

1. All structural concrete work like columns shaft foundation, tie beam, slab, lintel, chajja, kitchen slab will be of M 15 grade concrete 33 grade (or higher) cement and FE 415 grade reinforcement bars will be used confirming to relevant I.S.I. Code.
2. All outside and inside brick wall be of 125mm thick brick work with 1st class local brick in 1:6 cement mortar.
3. All outside and inside walls will be plastered with 12 mm thick. cement with 1:6 cement mortar.
4. All roof ceiling will be plastered with 6mm thick. Cement plastered with 1:4 cement mortar.
5. Marble & Tiles floors for all Rooms, Balcony Common Areas.
6. Marble will be provided at kitchen floor. Granite stone kitchen counter slab as cooking table ,Glazed Tiles up to 3 feet height above cooking slab, cp Cocks and standard quality stainless steel sink of size 22"x16"x 8" in kitchen.
7. Standard Quality Hindustan or similar sanitary fitting and Glazed tiles up to door level/6 feet height in bathroom.
8. Door frame will be of 150 mm x 62.5 mm sal wood section with M.S. clamp fitted at least 3 Nos. in each side of frame.
9. All main entrance doors will be 32mm thick flush doors and all also other Doors will be flush Doors or ply doors.
10. All windows will be of anodized sliding aluminum with M.S. integrated grill and fitted with glass.



11. All door fittings will be of brass fittings of modern type.
12. All inside water supply lines in toilet and kitchen will be concealed type and G.I. pipes/PVC pipes and G.I. fittings. All external water supply lines, waste water lines and soil lines will be of approved grade P.V.C pipes. All toilet and kitchen plumbing fitting like bib cock, pillar cock, stop cock will be C.P.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands and seal on the day, month and year first above written.

WITNESSES:

1. Vishal Kr Jaiswal
Awadhesh Jaiswal
Cragamagar, Siliguri
P.O. - Siliguri, Darjeeling
D.S. - Siliguri

Sankar Sankar
Sankar Sankar
Sankar Sankar

(OWNERS/FIRST PARTY)

2. Jagmohan Poddar
JAGMOHAN PODDAR
Sto - Sri Rohit Poddar
Millanpally, Siliguri
P.O - Siliguri Bazar
P.S - Siliguri
Dist: Darjeeling

Balajee Real Estate

Balajee Real Estate

Suman Agarwal
Partner

Swarnintha Dutta
Partner

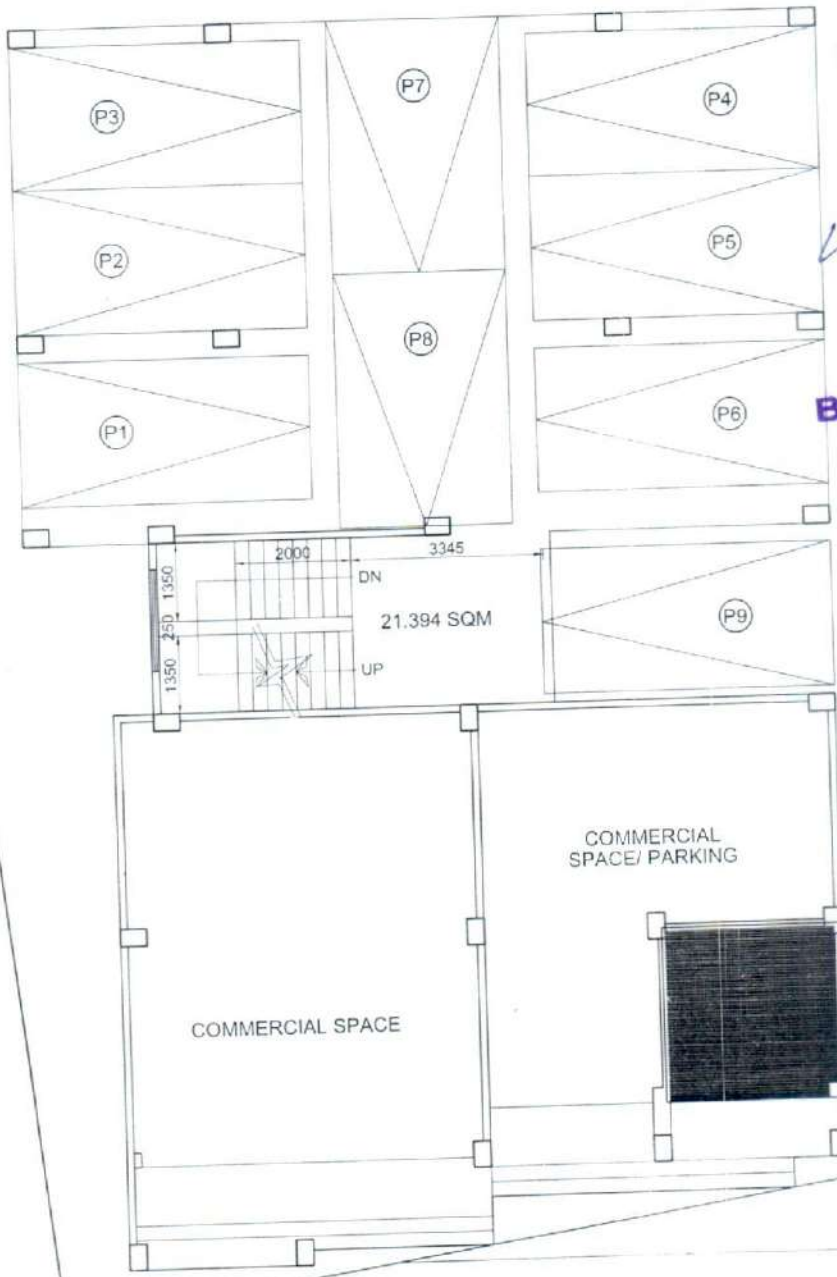
(DEVELOPER/SECOND PARTY)

Drafted by me as per instructions of the parties and I read over and explained the contents of this agreement to them and printed in my chamber:

Debdip Dutta
Debdip Dutta 21/07/2022
Advocate, Siliguri

[DEBDIP DUTTA]
Advocate, Siliguri
Enrol. No. WB/762/2003

9'-0" WIDE PRIVATE ROAD



Pradip Kumar Sankar Sankar Swajana Sankar

Balajee Real Estate
Suman Agarwal
Partner

Balajee Real Estate
Swasmita Dutta
Partner

← Commercial Space allotted to the land-owners (black shaded area)

N

SMC ROAD



Suman Agarwal
Suman Agarwal

FINGER PRINTS OF _____

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

Balajee Real Estate

Suman Agarwal
SIGNATURE
Partner



Swarnitha Sathyan
Swarnitha Sathyan

FINGER PRINTS OF _____

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

Balajee Real Estate

Swarnitha Sathyan
SIGNATURE
Partner

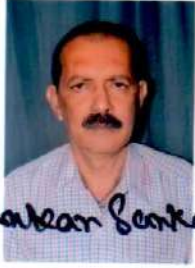


Pradip Kumar Sankar
Pradip Kumar Sankar

FINGER PRINTS OF _____

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

Pradip Kumar Sankar
SIGNATURE



Sankar Sankar

Sankar Sankar

FINGER PRINTS OF _____

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

Sankar Sankar
SIGNATURE



Swarna Saker

Swarnasaker

FINGER PRINTS OF _____

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

Swarna Saker
SIGNATURE



Passport Photo

FINGER PRINTS OF _____

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

SIGNATURE

Major Information of the Deed



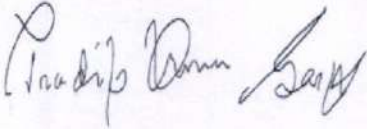


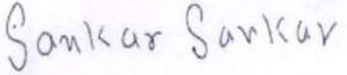


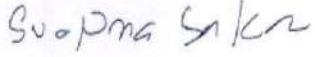
Deed No :	I-0402-02188/2022	Date of Registration	22/07/2022
Query No / Year	0402-2002198048/2022	Office where deed is registered	
Query Date	19/07/2022 7:05:25 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	Debdip Dutta Siliguri Bar Association, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9474085938, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value	Market Value		
Rs. 35,00,000/-	Rs. 1,78,93,756/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,000/- (Article:48(g))	Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: GOVT. SAW MILL AREA WARD NO.4, Mouza: Siliguri, JI No: 88, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-2043	RS-627	Bastu	Bastu	7 Katha 15 Chatak 11 Sq Ft	35,00,000/-	1,78,93,756/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road,
Grand Total :					13.1221Dec	35,00,000 /-	178,93,756 /-	



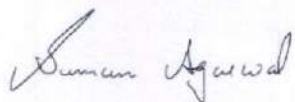


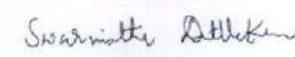
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Pradip Kumar Sarkar (Presentant) Son of Late Jatindra Nath Sarkar Executed by: Self, Date of Execution: 22/07/2022 , Admitted by: Self, Date of Admission: 22/07/2022 ,Place : Office			
		22/07/2022	LTI 22/07/2022	22/07/2022
Majumdar Colony, Mahananda Para, 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.:: AVxxxxxx1E, Aadhaar No: 52xxxxxxxx9812, Status :Individual, Executed by: Self, Date of Execution: 22/07/2022 , Admitted by: Self, Date of Admission: 22/07/2022 ,Place : Office				
2	Name Mr Sankar Sarkar Son of Late Jatindra Nath Sarkar Executed by: Self, Date of Execution: 22/07/2022 , Admitted by: Self, Date of Admission: 22/07/2022 ,Place : Office			
		22/07/2022	LTI 22/07/2022	22/07/2022
Majumdar Colony, Mahananda Para, 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.:: AIxxxxxx0B, Aadhaar No: 72xxxxxxxx3214, Status :Individual, Executed by: Self, Date of Execution: 22/07/2022 , Admitted by: Self, Date of Admission: 22/07/2022 ,Place : Office				
3	Name Ms Swapna Sarkar Daughter of Late Jatindra Nath Sarkar Executed by: Self, Date of Execution: 22/07/2022 , Admitted by: Self, Date of Admission: 22/07/2022 ,Place : Office			
		22/07/2022	LTI 22/07/2022	22/07/2022
Majumdar Colony, Mahananda Para, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: FCxxxxxx7E, Aadhaar No: 50xxxxxxxx7773, Status :Individual, Executed by: Self, Date of Execution: 22/07/2022 , Admitted by: Self, Date of Admission: 22/07/2022 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	<p>BALAJEE REAL ESTATE Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx3Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative</p>

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	<p>Name Mrs Suman Dalmia Agarwal Wife of Mr Sunil Kumar Agarwal Date of Execution - 22/07/2022, , Admitted by: Self, Date of Admission: 22/07/2022, Place of Admission of Execution: Office</p>	 <small>Jul 22 2022 11:58AM</small>	 <small>LTI 22/07/2022</small>	 <small>22/07/2022</small>
<p>Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACxxxxxx4F, Aadhaar No: 85xxxxxxxx2846 Status : Representative, Representative o : BALAJEE REAL ESTATE (as Partner)</p>				
2	<p>Name Mrs Swarmistha Dutta Lakra Wife of Mr Basuki Ranjan Lakra Date of Execution - 22/07/2022, , Admitted by: Self, Date of Admission: 22/07/2022, Place of Admission of Execution: Office</p>	 <small>Jul 22 2022 11:59AM</small>	 <small>LTI 22/07/2022</small>	 <small>22/07/2022</small>
<p>Bonani, B.B.D. Colony, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx1D, Aadhaar No: 93xxxxxxxx8665 Status : Representative, Representative o : BALAJEE REAL ESTATE (as Partner)</p>				

Identifier Details :

Name	Photo	Finger Print	Signature
<p>Mr Vishal Jaiswal Son of Mr Awdesh Kumar Jaiswal Moni Baba Mandir Road, Ganga Nagar, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005</p>	 <small>22/07/2022</small>	 <small>22/07/2022</small>	 <small>22/07/2022</small>
<p>Identifier Of Mr Pradip Kumar Sarkar, Mr Sankar Sarkar, Ms Swapna Sarkar, Mrs Suman Dalmia Agarwal, Mrs Swarmistha Dutta Lakra</p>			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr Pradip Kumar Sarkar	BALAJEE REAL ESTATE-4.37403 Dec
2	Mr Sankar Sarkar	BALAJEE REAL ESTATE-4.37403 Dec
3	Ms Swapna Sarkar	BALAJEE REAL ESTATE-4.37403 Dec

On 22-07-2022

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 11:43 hrs on 22-07-2022, at the Office of the A.D.S.R. SILIGURI by Mr Pradip Kumar Sarkar , 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 1,78,93,756/-

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

Execution is admitted on 22/07/2022 by 1. Mr Pradip Kumar Sarkar, Son of Late Jatindra Nath Sarkar, Majumdar Colony, Mahananda Para, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mr Sankar Sarkar, Son of Late Jatindra Nath Sarkar, Majumdar Colony, Mahananda Para, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 3. Ms Swapna Sarkar, Daughter of Late Jatindra Nath Sarkar, Majumdar Colony, Mahananda Para, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife

Indetified by Mr Vishal Jaiswal, , , Son of Mr Awdesh Kumar Jaiswal, Moni Baba Mandir Road, Ganga Nagar, 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 22-07-2022 by Mrs Suman Dalmia Agarwal, Partner, BALAJEE REAL ESTATE (Partnership Firm), Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr Vishal Jaiswal, , , Son of Mr Awdesh Kumar Jaiswal, Moni Baba Mandir Road, Ganga Nagar, 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 22-07-2022 by Mrs Swarmistha Dutta Lakra, Partner, BALAJEE REAL ESTATE (Partnership Firm), Shyama Kunj, Punjabi Para, City:- Siliguri Mc, P.O:- Haider Para, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr Vishal Jaiswal, , , Son of Mr Awdesh Kumar Jaiswal, Moni Baba Mandir Road, Ganga Nagar, 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 7/- (E = Rs 7/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 22/07/2022 9:28AM with Govt. Ref. No: 192022230079795298 on 22-07-2022, Amount Rs: 7/-, Bank: SBI EPay (SBlePay), Ref. No. 0460265885312 on 22-07-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,000/- and Stamp Duty paid by Stamp Rs 100/-, by online = Rs 39,900/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 39, Amount: Rs.100/-, Date of Purchase: 01/07/2022, Vendor name: S Ghosh
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/07/2022 9:28AM with Govt. Ref. No: 192022230079795298 on 22-07-2022, Amount Rs: 39,900/-, Bank:
SBI EPay (SBlePay), Ref. No. 0460265885312 on 22-07-2022, Head of Account 0030-02-103-003-02

Syangden

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 74190 to 74215
being No 040202188 for the year 2022.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN
Date: 2022.07.26 17:03:52 +05:30
Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2022/07/26 05:03:52 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
West Bengal.

(This document is digitally signed.)