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

Addl. District Sub-Registrar,
Siliguri at Bagdogra

7 FEB 2018

DEVELOPMENT AGREEMENT

Laxmeshwar Ghosal.

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Madh Ratan Buldoon (P)/TID
[Handwritten signature]
Director

THIS DEED OF INDENTURE is made on this the ^{10th} day of February, 2018.
Two Thousand and Eighteen (2018).

Rameshwar Prasad.

Brj Kishore Prasad

B E T W E E N

SRI RAMESHWAR PRASAD, son of Late Jagnarayan Prasad, Hindu by faith, Indian by Nationality, Business/Profession/Service by occupation, and resident of Hari Bhawan, Gopeshwar Nagar, Near Bus Depot, P.O. Chapra, P.S. Chhapra Town, Dist: Saran - 734 001, in the State of Bihar --- -- hereinafter referred to as the "**OWNER / FIRST PARTY**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and assigns) of the **ONE PART**.

PAN No. (AK0 PPS1578)

A N D

SRI BRJ KISHORE PRASAD, son of Late Baleshwar Prasad, Hindu by faith, Indian by nationality, Business by occupation, resident of Ashrampara, Pakurtala More, P.O. & P.S. Siliguri, District Darjeeling - 734001, in the State of West Bengal ----- hereinafter referred to as the "**DEVELOPER / SECOND PARTY**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives, successors and assigns) of the **OTHER PART**.

PAN No. (AER PPS1157H)

WHEREAS the Owner herein, i.e., SRI RAMESHWAR PRASAD became the absolute owner by purchase and entered in actual khas physical possession of **ALL THAT THE** piece and parcel of land measuring 5.09 acres, recorded in R.S. Khatian No. 16, appertaining to and forming part of R.S. Plot No. 250, 251, 252, 254, 255, 256, 258, 259, 260, 292, 295 and 296, situated within Pargana Patharghata, Mouza Baragharia, J.L. No. 82, Police Station Matigara, under B.L. & L.R.O. Matigara at Shiv Mandir, District Darjeeling by virtue of a registered Deed of Sale executed by Sri Dhum Lal Paul, son of Prem Lal Paul, and registered in the Office of the Sub-Registrar, Siliguri, Dist: Darjeeling and recorded in Book No. I, Volume No. 52, Pages from 35 to 38, being document no 4789 for the year 1964 having permanent,

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heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

AND WHEREAS Sri Rameshwar Prasad, i.e., the Owner/First Party hereof got the aforesaid Land recorded in the Record of Rights (ROR) with the B.L. & L.R.O'S Office, Matigara at Shiv Mandir, and the authorized officer under West Bengal Land Reforms Act, 1955 after verification of his documents and being satisfied duly recorded his name in the Record of Rights and finally published Record of Right/Khatian being L.R. Khatian no. 117 in Mouza Bargharia, Dist: Darjeeling.

AND WHEREAS the Owner herein out of the aforesaid land has decided to develop being thus absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT THE entirety of the land admeasuring 2.645 acres or 8 Bighas, appertaining to and forming part of L.R. Plot no. 262 with an area of 2.235 acres and L.R. Plot no. 266 with an area of 0.41 acres, recorded in LR Khatian no. 117, situated within Pargana Patharghata, Mouza Baragharia, J.L. No. 82, Police Station Matigara, under B.L. & L.R.O. Matigara at Shiv Mandir, District Darjeeling and also more fully and particularly described in the First Schedule appearing hereunder and hereinafter referred to as "the said Land".

AND WHEREAS for the purpose of integrated development of the said Land, the Owner has decided to develop the said land by constructing a multistoried residential cum commercial building complex thereon, but not having the resources and expertise in the sphere of construction, he has approached the Developer herein to develop the said Land by constructing a multistoried residential cum commercial building complex thereon after getting sanction from the Gram Panchayat Samity / Siliguri Municipal Corporation or any other competent authorities over the said land within the limits of P.S. Matigara and Patharghata Gram Panchayat area.

AND WHEREAS the said premises is free from all encumbrances, charges, liens, lis pendences, attachments or trusts in any manner whatsoever or howsoever.

Rameshwar Prasad

Sunil Kumar

AND WHEREAS upon the aforesaid representation of the Owner and subject to verification of title of the Owner concerning the said Land, the Developer has agreed to develop the said Land at his own costs, risks and expenses by constructing new commercial/residential building/s thereat at the said Land in accordance with the sanctioned building plan on the terms and conditions hereinafter appearing.

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

ARTICLE I - DEFINITIONS

Unless there is anything repugnant to the Subject or Context:

1.1. **"BUILDING"** shall mean residential / commercial Building or Buildings to be constructed at the said Land as per the Building plan.

1.2 **"BUILDING PLAN"** shall mean the plan to be sanctioned by the Gram Panchayat Samity/Siliguri Municipal Corporation/SJDA or any other competent authority and shall include all amendments and / or modifications thereof.

1.3 **"COMMON AREA"** shall include corridors, stairways, staircase and lift, lobbies, common entrances, exit/Gates, passage-ways, fire escapes, driveways, garden, pathways, lift, shafts/ducts, drains, sewers, pits, machine room, store room, caretaker room, electric/generator/meter or other equipment room, common toilets, water tanks/reservoirs, pumps, motors, tube-wells, pipes, swimming pool, gymnasium, indoor game area, ladies and gents changing room with toilet etc, community hall, car ramps, plumbing, water filtration plant, periphery walls, parapet walls, projections, foundation, columns, supports and facilities whatsoever required for the use, enjoyment, establishments, locations, maintenance and/or management of the Building and/or Buildings and/or the common facilities or any of them as the case may be.

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- 1.4 **"CONSULTANT"** shall mean any civil and electrical Engineer, any person having expertise in plumbing, sanitary etc. for the purpose of development of the said building.
- 1.5 **"CONSTRUCTED"** shall mean the space in the Building available for independent use and occupation including the space demarcated for common facilities and services as per Sanction Plan.
- 1.6 **DEVELOPER SHARE** shall mean 66.67 % (six six point six seven percent) of the multistoried building complex saleable area to be constructed on the said premises including *undivided* proportionate share in the *land and* common facilities and amenities on *pro rata* basis.
- 1.7 **OWNER' SHARE** shall mean 33.33% (three three point three three percent) of the saleable area in the said multistoried building complex to be constructed on the said premises including *undivided* proportionate share in the *land and* common facilities and amenities on *pro rata* basis.
- 1.8 **"OWNER AND DEVELOPER"** shall include their respective transferees/nominees.
- 1.9 **"PROPORTION"** shall mean the proportion of ratio which the super built up area of any flat or unit or floor space bears to the total super built up areas of all the flats and all the Units and all the floor spaces for the time being (excluding the areas comprising the common parts thereof) in the said building.
- 1.10 **"SALEABLE AREA"** shall mean the space or spaces in the new multistoried building complex available for independent use and occupation after making due provisions of common facilities and the space required therefore.
- 1.11 **"SALES COLLECTIONS"** shall mean and include all receipts and collection made pursuant to commercial exploitation of the said Land,

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Secretary

including without restriction from the sale of flats/apartments/commercial area/units constructed thereon including all receipts of whatsoever description as interest, compensation etc. less "EXEMPT RECEIPTS" i.e. funds/deposits collected from the unit purchasers of the flats/apartments/units commercial area for onward transmission to the Body of Purchasers (as defined hereinbelow), to/from the Government/statutory authorities/utility companies and funds/deposits received towards share money, development charges, common area maintenance charges, society registration charges, gas pipelines, legal charges, stamp duty, registration fees, taxes, corpus funds, deposits, GST, any other taxes that may be collected from the purchasers for payment to the Government.

The Sales Collection (less exempt receipts) arising from the commercial exploitation of the said land and other direct and/or indirect benefits attached to the same shall be shared between the Owner and the Developer in the agreed ratio and the method set out in the body of this Joint Development Agreement.

1.12 "**STRUCTURAL ENGINEER**" shall mean any person as may be appointed by the Developer from time to time.

1.13 "**SUPER BUILT UP SPACE**" shall mean the aggregate area comprised in the space in the Buildings available for independent use and occupation together with the space required for corridors, lobbies, lift walls, staircases, electric, generator, meter and caretaker rooms, water tanks, swimming pool, gymnasium, indoor game area, ladies and gents changing room with toilet etc, community hall, car ramps and other common areas.

1.14 "**SUPERSTRUCTURES**" shall mean foundation, basement, R.C.C. Columns, all slabs, beams, staircase, lift shafts, etc.

1.15 "**TRANSFER**" with its grammatical variations shall include a transfer by possession and by any other means adopted for effecting what is

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Secretary

Sanjay Kumar
Sanjay Kumar

understood as transfer of unit in a multi storied Building/s/s to purchasers thereto although the same may not amount to a transfer in law.

1.16 **"THE SAID LAND"** shall mean ALL THAT butted and bounded piece and parcel of land measuring about 2.645 acres or 8 Bighas, appertaining to and forming part of L.R. Plot no. 262 with an area of 2.235 acres and L.R. Plot no. 266 with an area of 0.41 acres, recorded in LR Khatian no. 117, situated within Pargana Patharghata, Mouza Baragharia, J.L. No. 82, Police Station Matigara, under B.L. & L.R.O. Matigara at Shiv Mandir, District Darjeeling more fully and particularly described in First Schedule hereunder written.

1.16 **"UNIT"** shall mean the flat and / or constructed area and / or other space/s in the Building or Buildings being constructed or intended to be constructed by the Developer and/or constructed area capable of being exclusively occupied and enjoyed independently, including common area.

Expressions imparting masculine shall include feminine and neuter gender.

Words imparting plural number shall include singular number as well and vice-versa.

The paragraphs heading of the articles do not form part of this Agreement and shall not be taken into account for construction or interpretation thereof.

ARTICLE-II COMMENCEMENT

The Agreement shall come into effect on execution of this Agreement.

ARTICLE-III RIGHT, TITLE AND INDEMNITIES OF THE OWNER

3.1 The Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to All That the said Land and every part thereof.

Sanjay Kumar
Kod Rata Building (P) Ltd.

Rameshwar Prasad.

Sanjiv Kumar

3.2 Except the Owner, no other person or persons has/have any claim or interest and/or demand over and in respect of the said Land and/or any portion thereof.

3.3 That the entirety of the said Land is free all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever and the Owner has a marketable title in respect of the said Land. That in the event the title of the Owner to the said land is found to be defective or encumbered in any way, then the Owner shall take all necessary and effective steps to remove such defects and encumbrances and shall also remove all hurdles in the way of development so as to enable the Developer to carry on the construction work smoothly.

3.4 The Owner agrees to keep the Developer indemnified against any claim or demand in respect of the said Land arising out of aforesaid.

3.5 That no suit or proceedings is pending in any court or before any other authority regarding the title or of any other nature whatsoever in respect to the said land or any part thereof and / or created third party interest therein.

3.6 The Owner has not entered into any agreement for sale, lease, mortgage, license, transfer or any commitment of any nature whatsoever with any person for creating any right or encumbrance of any nature in respect of the said land or any part thereof nor has the Owner entered into any agreement for sale of the complex(es) or any part thereof proposed to be constructed thereon nor shall the Owner hereafter enter into any agreement and/or commitment with any other person entitling such person to execute development of the said land or for sale of the said land or the complex(es), or any part thereof, built thereon, except as provided elsewhere in this Agreement

3.7 That The Owner is in exclusive possession of the said Land.

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Modi Ratan Builders (P) LTD

Director

Rameshwar Prasad

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ARTICLE IV - DEVELOPER RIGHTS

4.1 That the Owner hereby grants exclusive right to the Developer to build upon and to commercially exploit the said Land by constructing the new multistoried building complex at the said Land in accordance with the plan or plans to be sanctioned by the Panchayat Samity / Siliguri Municipal Corporation /SJDA or any other competent authority (ies) with or without any modification and/or amendment thereto made or caused to be made hereto.

4.2 That 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 on behalf of the Owner and shall be signed by the Owner and / or the Developer (through the duly authorized representative in that behalf) and submitted by the Developer at the Developer own costs and expenses.

ARTICLE-V CONSTRUCTION AND CONSIDERATION

5.1 In consideration of the Owner's allowing the Developer to develop the said Land the Owner shall be entitled to 33.33% (three three point three three percent) of the total saleable area in the proposed multistoried building complex as per the plan or plans to be sanctioned by the Gram Panchayat Samity/Siliguri Municipal Corporation/SJDA or any other concerned authority (ies) for the proposed multistoried building complex to be constructed at the said Land, including the common facilities, together with all amenities to be allocated to the Owner as Owner's Allocation as defined in Article 1.7 hereinabove.

5.2 All costs, charges, expenses and outgoings for construction, erection and completion of the Building/Buildings with amenities and facilities as specified herein shall be borne and paid by the Developer without any claim for cost escalation.

5.3 Both the parties shall bear all expenses for brokerage fees proportionately as per allocated ratio mentioned above for sale/rent of the

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Kod Ratan Buligoon (P) III

Director

Rameshwar Prasad.



residential flats, commercial spaces, other spaces, open terrace and car parking spaces. It is agreed between the parties that the brokerage fees towards the sale of the saleable area in the said complex shall be *maximum of 2%* which shall be borne proportionately as per ratio mentioned above.

5.4 The Owner shall have the right to inspect and/or cause to be inspected at any time the material and construction at the said Land. The Developer shall furnish the certificate of the Architect as to the quality of material and construction being carried out at the said Land in terms of this Agreement, to the Owner as and when required by the Owner.

5.5 That neither the Owner nor the Developer shall be earmarked and / or allocated any demarcated area in the multistoried building complex being their share of respective allocated area. That the TOTAL SALEABLE AREA generated after the development of the said Land shall be at the disposal of the Developer who shall receive advances and sale consideration on the total saleable area from the intending buyers and allocate and earmark the saleable area to the intending buyers at the highest prevailing market rates. It is further provided that neither the Owner nor the Developer shall be entitled to stake claim *in* any part (s) or portion (s) of the proposed multistoried building complex as being absolute owner of Owner allocation or Developer allocation and the TOTAL SALEABLE AREA generated from the development of the said Land shall be at the disposal of the Developer who shall dispose off the same at the highest market rates to the intending buyers.


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Director

That if any of the Parties decides to retain any space in the multistoried building complex such shall be valued at the prevailing market rate on the date of retention on similar terms and conditions under which spaces in the complex are allocated to any third party in general.

5.6 The Developer hereby undertakes to sign all agreements, documents, conveyances as Confirming Party for all sales.

Rameshwar Prasad

Sanjay Kulkarni

5.7 Similarly the Owner hereby expressly covenants that he shall execute and register sale deed in favour of the Developer in respect of developer's share being 66.67 % (six zero percent) in the said land / premises as Developer's consideration as and when required by the Developer for undertaking the development of the said Land.

5.8 It is expressly agreed between the parties that out of the total sale proceeds to be received from the prospective buyers, the sale proceeds shall be distributed among the Owner and Developer in the following manner:-

That the sale proceeds shall be distributed among the Owner and Developer in the ratio of 33.33 : 66.67 till the completion of the project and disposal of the entire saleable area generated after development of the said Land by constructing a multistoried building complex therein.

On execution of these presents the Owner shall make over vacant possession of the said Land to the Developer.

5.9 Save and except the Owner's Allocation, the Owner shall not be entitled to any other consideration in the new building complex and/or any other or further sum of money as or towards consideration or otherwise.

5.10 The Developer by the consent of the Owner from time to time can appoint Consultant for the development of the said Land at the fees, costs, charges and expenses to be paid by the Developer. The Developer shall keep the Owner harmless and indemnified against the same.

Kod Ratan Bulidcan (P.L.L.)
Sanjay Kulkarni
Director

ARTICLE VI - PROCEDURE

6.1 The Owner shall handover all the original title deeds and other documents to the Developer simultaneously with the execution of this agreement and the same shall be retained by the Developer until completion of the entire project. Provided however the Owner or their nominee or nominees shall have the right of inspection of the original documents and/or title deeds from the Developer.

Lamethwar Prasad,

Prasanna P. O.

6.2 That the Owner shall grant to the Developer or his nominated person(s) as per the desire of the Developer a General Power of Attorney as may be required for the purpose of obtaining sanction of plan and all necessary permission and sanction from different authorities in connection with the construction of the new building complex at the said Land and also for pursuing and following up the matter with the Siliguri Municipal Corporation and any other authorities and for all other matters concerning or related to development of the said Land by constructing a multistoried building complex therein which shall remain in full force until completion of the entire project.

ARTICLE VII - SPACE ALLOCATION

7.1 That immediately after obtaining sanction of plan of the new building complex at the said premises, the Developer shall determine the Owner's Allocation as stated hereinabove and as set out in the Second Schedule hereunder written, subject to the modification and variations as may be permitted by the Panchayat Samity, Siliguri Municipal Corporation, and the balance of the constructed area shall go to the share of the Developer in consideration of its having undertaken the construction of the new building complex at its own cost.

7.2 Subject as aforesaid, the common portion of the said new building complex and open space (excluding the entire roof and parking space of the new building complex) shall belong to the Owner and Developer in proportion to their sharing ratios/allocation herein mentioned.

7.3 That insofar as necessary all dealings by the Developer in respect of the building complex including agreements for sale or transfer concerning space allocation shall be in the name of the Developer for which purpose the Owner undertakes to give the Developer an Irrevocable General Power of Attorney in a form and manner required by the Developer.

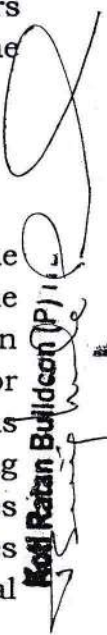
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Prasanna P. O.
Director

Rameshwar Prasad
Sanghvi P. S.

7.4 That the Owner shall execute Deeds of Conveyance in favor of such purchaser of the units or in favour of any co-operative society or company or association of purchasers of units or saleable space as the Developer may desire and as may be permissible under the law in force. Such Deeds of Conveyance shall be prepared by the Developer and approved by the Owner. The cost of drafting and Stamp Duty on the conveyance, cost of registration and all other expenses shall be borne by the Developer and/or purchasers of the flats as may be agreed upon by and between the Developer and the purchasers of flats.

ARTICLE VIII - BUILDING

8.1 That the Developer shall at its own costs construct and complete the new Building Complex at the said premises in accordance with the sanctioned plan and conforming to such specifications as are mentioned in the "THIRD SCHEDULE" hereunder written and any amendment thereto or modification thereof made or caused to be made by the Developer and as may be recommended by the Architect from time to time. The building complex shall be of commercial type having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the Gram Panchayat Samity/Siliguri Municipal Corporation/SJDA or any other competent authority.


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Director

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specifications as stated in the Third Schedule shall be final and binding upon the parties hereto.

8.3 That the Developer shall install in the said Building at its own costs pump-operated deep tube-well, water storage tanks, overhead reservoirs, electric wiring and installations and other facilities as are required to be provided in the new building constructed for sale of shops/flats herein on Ownership basis and as mutually agreed.

8.4 That the Developer shall be authorized in the name of the Owner insofar as is necessary to apply for and obtain allocation of building

Rameshwar Prasad.

Srinivasulu Reddy

materials allocable to the owner for the construction for the building and to similarly apply for and obtain temporary and permanent connection of water, electricity connection, drainage, sewerage to the new building and other inputs and facilities required for the construction and enjoyment of the buildings for which purpose the owner shall execute power of attorney in favour of the aforesaid Developer and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

8.5 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 Owner 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.

8.6 That as from the date of making over possession the municipal rates and taxes as also other outgoings in respect of the said Land shall be borne and paid by the Owner and the Developer in the ratio of 33.33: 66.67 and all outstanding dues on account of municipal rates and taxes as also other outgoings up to the date of delivery of possession shall remain the liability of the Owner and shall be borne and paid by the Owner.


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Director

ARTICLE IX - COMMON RESTRICTIONS

9.1 That neither party shall use or permit to be used in the Building or any portion thereof for carrying on any illegal and immoral trade or activity nor use thereof for any purpose which may cause any nuisance, annoyance or hazard to the other Purchasers/occupiers of the apartments or the building.

9.2 That neither party shall make any structural alteration without the previous consent of the other. PROVIDED HOWEVER such alteration shall always be made with the approval of the appropriate authority as may be required for the purpose.

Jameswar Prasad

Manjiv Kulkarni

9.3 That both parties shall abide by all statutory rules and regulations, by-laws etc. as the case may be and shall be responsible for any deviation, violation and/or breach of any of these said laws, byelaws, rules and regulations.

9.4 That the Developer hereby declares that to keep at all times the interior walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc. in the building in perfect working condition and repair so as not to cause any damage to the building or any other space or accommodation therein and shall keep the either of them and/or the occupiers of the building indemnified from and against the consequences of any breach arising there from.

9.5 That neither party shall do or cause or permit to be done any act or thing which may render void and voidable any insurance of the Building or any part thereof and shall keep the other occupiers of the said Building harmless and indemnified from and against the consequences of any breach.

9.6 That articles of display or otherwise shall not be kept by the either party in the corridors or other places of common use in the building so as to cause hindrance in any manner in the free movement of users in the corridors and other places of common use in the Building Complex.

9.7 That 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 Building or in the compounds, corridors or any other portion or portions of the Building.

9.8 That the Owner shall permit the Developer and its servants and agents with or without workmen and others at all reasonable times to enter into and upon the said premises and every part thereof for the purpose of repairing; maintaining; rebuilding; cleaning; lighting and testing drains, gas and water pipes and electric wires and for any similar purpose.

Manjiv Kulkarni
Koti Ratan Building (P) Ltd

Director

Rameshwar Prasad

Surya Kumar

ARTICLE X - OWNER'S OBLIGATION

10.1 The Owner shall not do any act, deed or thing whereby the Developer shall be prevented from construction and completion of the said new building complex on the said premises and from selling the saleable area in the new building complex.

10.2 The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building complex at the said premises by the Developer or by his acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.

10.3 The Owner hereby agrees and covenants 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 new Building Complex.

10.4 The Owner hereby agrees and covenants 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.

10.5 The Owner will remain bound for registration of several Conveyances in favour of the prospective buyers of saleable area and other Units and in all such Conveyances the Developer shall join as Confirming Party, PROVIDED HOWEVER that the Owner as Vendor in all such Conveyance shall not claim and/or be entitled to receive any amount being the proportionate land value for which they shall obtain from the Developer Owner's allocation equivalent to land value and accordingly proportionate land value as shall be indicated in all such conveyances shall be deemed to have been acknowledged having received by the Owner. The entire transactions relating to conveyances, as aforesaid have been agreed to be done by stages.

Surya Kumar
Rameshwar Prasad
Mod Ratan Builders (P) Ltd
Member

Rameshwar Prasad

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10.6. To remain bound to execute all agreements for sale or transfer concerning the said building complex and shall remain bound to execute a general power of attorney empowering the Developer or Developer agent to execute all such agreements for sale or transfer for and on behalf of the owner concerning the building complex at the said premises.

10.7. The Owner hereby agree and covenants with the Developer not to transfer and/or assign the benefits of this Agreement or any portion thereof without the consent in writing of the Developer.

10.8 The Owner hereby agrees and covenants with the Developer to transfer and / or assign

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Koti Ratan Buildingcon (P) LTD
Director

ARTICLE XI - DEVELOPER OBLIGATION

11.1 The Developer hereby agree and covenants with the Owner to complete the construction of the new Building complex at the said premises within 48 (Four - eight) months from the date of sanctioning of the plan.

11.2 The Developer hereby agree and covenants with the owner not to violate or contravene any of the provisions or rules applicable to construction of the said building.

11.3 The Developer hereby agree and covenants with the owner not to do any act, deed or thing whereby the owner allocation in the new Building Complex at the said Land is prevented from being sold, assigned or disposed off.

11.4 The Developer hereby agree and covenants with the owner to keep the Owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer actions with regard to the Development of the said Land and/or in the matter of construction of the said Building and/or for any defect therein.

L. Sureshwar Prasad.

Aravind Kumar

11.5 The Developer hereby agree and covenants with the Owner that if the Developer fails to complete the construction of the owner allocation of the building complex at the said premises within the time specified in clause 11.1 hereinabove in that event the Developer shall be afforded a further period of six months to complete such construction. If, however, the Developer are unable to complete the construction of the new building complex at the said Land within the extended period, the parties would be entitled to repudiate the present agreement. However in such an event, the Developer shall be entitled to seek payment of the cost of the construction up to the extent undertaken by him along with refund of any amount, due if any.

ARTICLE XII - IT IS FURTHER AGREED BY AND BETWEEN THE OWNER & DEVELOPER

12.1 That the Owner and the Developer shall be responsible for payment of all Panchayat, Municipal and Property taxes, rates, duties and other public outgoings and impositions whatsoever, payable in respect of their respective allocations, PROVIDED THAT the said rates to be apportioned *pro rata* with reference to the saleable space in the building.

12.2 That the Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates and taxes to the concerned authorities and keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default made by either of them.

12.3 That as and from the date of service of notice of completion the Owner shall also be responsible to pay and bear the service charge for the common facilities in the new Building payable with respect to the Owner's allocation, such charges are to include proportionate share of premium for the insurance of the Building; water, fire and scavenging charges and taxes; light; sanitation; repair and renewal; charges for bill collection and management of the common facilities; renovation; replacement and

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Director

Jameswara Prasad

Sanjay

maintenance charges and expenses for the Building and of all common wiring, pipes, electrical and mechanical equipments, pumps, motors and other electrical and mechanical installations appliances and equipments, stairways, corridors, halls, passageways, gardens, parkways and other facilities whatsoever as may be mutually agreed from time to time PROVIDED THAT if any additional insurance premium costs and expenses by way of/and maintenance is required to be incurred of the building by virtue of any particular use and/or in the accommodation within the Owner's allocation or any part thereof the Owner shall be exclusively liable to pay and bear and reimburse such additional costs and expenses to the Developer.

Sanjay
Kodi Ratan Builders (P) LTD
Member

ARTICLE XIII - MUTUAL COVENANTS AND INDEMNITIES :

13.1 The Owner hereby agrees and covenants that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference or disturbances provided the Developer and the Owner shall mutually sell or dispose of the saleable area.

13.2 To Owner and the Developer hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between them or as a Joint Venture in any manner nor shall the parties hereto constitute an Association of persons.

13.3 The Owner shall do or execute or cause to be done or execute all such further deeds, matters and things not herein specified as may be required to be done by the Developer and for which the Developer may need the authority of the Owner, including any such additional Power of Attorney and/or authorization as may be required for the purpose PROVIDED that all such acts deeds matters and thing shall not in any way infringe on the rights of the Owner and/or go against the spirit of these presents.

13.4 The Owner shall not be liable for any Income-Tax, Wealth-Tax, GST, or any other taxes in respect of the Developer allocation which shall be the

Rameshwar Prasad.

Rameshwar Prasad

liability of the Developer who shall keep the Owner indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

13.5 Any notice required to be given by either of the parties to the either of them shall without prejudice to any other mode of service available be deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the party concerned.

13.6 The Developer and the Owner shall mutually frame Scheme for the management and administration of the said Building complex and/or common parts thereof and agree to abide by all the Rules and Regulations to be framed by any Society/Association and/or any other Organization who will be in charge of such management of the affairs of the Building complex and/or common parts thereof.

13.7 The name of the Building shall be as decided by mutual consent of the parties.

13.8 As and from the date of completion of the Building complex, the Developer and the Owner and/or its transferees shall each be liable to pay and bear proportionate charges on account of ground rent and wealth tax and other taxes payable in respect of their respective spaces.

ARTICLE XIV - LIQUIDATED DAMAGES & PENALTY

14.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations prevented by the existence of the *Force Majeure* conditions i.e. flood earthquake riot war storm tempest civil commotion strike and/or any other act or commission beyond the control of the parties hereto.

14.2 If due to any willful act on the part of the Developer the construction and completion of the building is delayed then in that event the Developer shall be liable to such loss or damages to the Owner as shall be determined

Rameshwar Prasad
Rameshwar Prasad (P) LTD

James Howard Prescod

James Howard Prescod

by the Arbitrators to be appointed by both the parties in accordance with the Arbitration and Conciliation Act, 1996.

14.3 In the event of the Owner committing breach or any of the terms and conditions herein contained or delaying in delivery of possession of the said Land as hereinbefore stated, the Developer shall be entitled to payments of and the Owner shall be liable to pay such losses and compensation as shall be determined by the Arbitrators so appointed provided however if such delay shall continue for a period of 6(six) months then in that event in addition to any other right, which the Developer may have against the Owner, the Developer shall be entitled to sue the Owner for specific performance of this Agreement or to rescind this Agreement and claim refund of all the money paid and/or incurred by the Developer and such losses and damages which the Developer may suffer.

Koti Rajan Buildcon (P) LTD

Director

ARTICLE XV - ARBITRATION

15.1 Save and except what has been specifically stated hereunder all disputes and differences between the parties arising out of the meaning, construction or import of this Agreement or their respective rights and liabilities as per this Agreement shall be adjudicated by reference to the arbitration of an independent Arbitrator to be appointed by the parties herein and this clause shall be deemed to be a submission within the meaning of the Arbitration and Conciliation Act, 1996 and its statutory modifications and/or re-enactments thereof in force from time to time.

15.2 Notwithstanding the foregoing provisions, the right to sue for specific performance of this contract by One Party against the other as per the terms of this Agreement shall remain unaffected.

Lamethuwa Prasad

Sunil Kumar

ARTICLE XVI - JURISDICTION

All Courts within the limits of Siliguri District shall have the jurisdiction only to entertain and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE LAND ABOVE REFERRED TO:
"BEING THE SAID LAND"

ALL THAT THE pieces and parcel of vacant land admeasuring 2.645 acres or 8 Bighas, appertaining to and forming part of L.R. Plot no. 262 with an area of 2.235 acres and L.R. Plot no. 266 with an area of 0.41 acres, recorded in LR Khatian no. 117, situated within Pargana Patharghata, Mouza Baragharia, J.L. No. 82, Police Station Matigara, under B.L. & L.R.O. Matigara at Shiv Mandir, District Darjeeling

Koti Ratan Baidyan (P) Ltd.

Director

The first schedule premises is butted and bounded as follows:

ON THE NORTH : By the land of Mahakali Roller Flour Mills Pvt. Ltd.

ON THE SOUTH : Land of the Owner

ON THE EAST : Nala

ON THE WEST : 30 feet wide road

Jameswar Prasad.

Sanjiv kumar

THE SECOND SCHEDULE ABOVE REFERRED TO :
(OWNER ALLOCATION)

A saleable area generated in the multistoried Building complex not more than 33.33%(three three point three three percent) in accordance with the terms and conditions of these presents including proportionate share in the common facilities and amenities on *pro rata* basis as defined in Article 1.7 hereunder written.

THE THIRD SCHEDULE ABOVE REFERRED TO :
SPECIFICATIONS

BUILDING: R.C.C. Framed building

WALLS: Brick Masonry 5" thick internal and external partition walls with cement plaster both side, plaster of paris inside surface and outside surface finished with cement base paints.

WINDOWS: Sliding or fixed aluminum windows for all common areas and staircase as required and painted with synthetic enamel paint and 3 mm glazing.

STAIRCASE : Kota stone or marble flooring with stainless steel railings.

ELEVATION :Combination of paints, ACP and glazing as conceptualized by Architect to give the building a elegant and modern look.

FLOORING: All saleable areas will be provided with vitrified flooring

ELECTRICALS: Adequate electrical points, lines, wires, Mcb's, switches to be provided for all common provisions and main line(cabling only) only for each unit from the main panel board to each unit. (However electrical infrastructure cost for installation of transformer, cabling from transformer and costs and incidentals related to electrical infrastructure cost, for procuring power to the building up to main panel board is directly chargeable from the developer to the prospective buyers and the owner hereby accept not to claim any amount or any right in regards to this.)

Koti Ratan Buiddeem (P) Ltd
Director

IN WITNESS WHEREOF THE PARTIES HERETO SETS SEALED AND
SUBSCRIBED THEIR RESPECTIVE HAND AND SEALS THE DAY, MONTH
AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES: -

1. Prakash

s/o. Sri Rameshwar Prasad
Hari Bhawan, Gopeshwar
Nagar, Near State Bus Depot,
P.O.: Chapra, P.S. CHHAPRA
TOWN, District:-Saran, Bihar, PIN - 841301

Rameshwar Prasad.

SIGNATURE OF THE OWNER

2. Lahur Lal Prasad.
s/o Brij Kishore Prasad.
Ahrampara,
Pakultala More,
Siliguri - 734001.

Brij Kishore Prasad.

SIGNATURE OF THE DEVELOPER












Drafted by me and printed at my
office

S. Prakash Kanodia

S. Prakash Kanodia
(Advocate/Siliguri)
Enrol: WB-1044A/2004


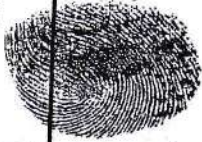









Koti Ratan Building
Saran

Finger prints of Owner

		Thumb	Fore finger	Middle finger	Ring finger	Little finger
	Left Hand					
Right Hand						

Rameshwar Prasad
Signature

Finger prints of Developer

		Thumb	Fore finger	Middle finger	Ring finger	Little finger
	Left Hand					
Right Hand						

Rameshwar Prasad
Signature

Director
Bharatnagar Bulidcon (P) LTD







Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BAGDOGRA, District Name :Darjeeling

Signature / LTI Sheet of Query No/Year 04030000254259/2018


I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr Rameshwar Prasad Hari Bhawan, Gopeshwar Nagar, Near State Bus Depot, P.O:- Chapra, P.S:- CHHAPRA TOWN, District:-Saran, Bihar, India, PIN - 841301	Land Lord			<i>Rameshwar Prasad</i>
2	Mr Brij Kishore Prasad Ashrampara, Pakurtala More, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001	Developer			<i>Brij Kishore Prasad</i>
SI No.	Name and Address of Identifier	Identifier of		Signature with date	
1	Mr Abhinaw Prasad Son of Mr Rameshwar Prasad Hari Bhawan, Gopeshwar Nagar, P.O:- Chapra, P.S:- CHHAPRA TOWN, District:-Saran, Bihar, India, PIN - 842130	Mr Rameshwar Prasad, Mr Brij Kishore Prasad		<i>Abhinaw Prasad</i>	



(Suraj Lapcha)


ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BAGDOGRA
Darjeeling, West Bengal

आयकर विभाग
INCOME TAX DEPARTMENT


भारत सरकार
GOVT OF INDIA

RAMESHWAR PRASAD
JAG NARAIN PRASAD
15/10/1949
 Permanent Account Number
AKOPP5157B


 Signature

Please use this card if lost / found, kindly inform / return to -
Income Tax PAN Services Unit, UHISL
Flat No. 3, Sector 11, CBD Belapur
Mumbai - 400 614.

कृपया यदि कार्ड खोया या पाया, कृपया सूचित करें/वापस करें।
आयकर सेवा इकाई, UHISL
फ्लॉट नं. 3, सेक्टर 11, सी.बी.डी. बेलपुर
मुंबई - 400 614.

Koti Ratan Buldigan (P) Ltd

Director



संघ शासित क्षेत्र का
Government of India



रामेश्वर प्रसाद
Rameshwar Prasad

जन्म तिथि / DOB: 15/10/1949
पुरुष / Male



8813 3830 5078

आधार - आम आदमी का अधिकार



संघ शासित क्षेत्र का अधिकारण
Udalgov.in Authority of India

पता: S/O: स्व जगनारायण प्रसाद
हरि भवन, गोपेश्वर नगर
सरकारी बस डेपो के पास, छपरा, चपरा,
छपरा, सारन, बिहारबिहार, 841301

Address: S/O: Late
Jagharayan Prasad, HARI
BHAWAN, GOPESHWAR
NAGAR, NEAR STATE BUS
DEPOT, CHAPRA, Chapra,
Chapra, Saran, Chapra,
Bihar, 841301

8813 3830 5078

1947
1800 300 1947

help@uldal.gov.in

www.uldal.gov.in

Koti Ratan Buijdon (PHIL)

Director



ব্রীজ কিশোর প্রসাদ
Brij Kishore Prasad
পিতা : বালেশ্বর প্রসাদ
Father : BALESHWAR PRASAD

জন্মতারিখ / DOB: 03/01/1966
পুরুষ / Male



9146 4127 1530

আধার - সাধারণ মানুষের অধিকার



ঠিকানা: নাজরুল সরনী বাই লেন
অশ্রামপাড়া, শিলিগুড়ি (মৌরসভা)
শিলিগুড়ি, দার্জিলিং, পশ্চিম বঙ্গ

অনুষ্ঠানিক প্রাধিকরণ

Udai Government of India

Address: NAJRUL SARANI
BY LANE, ASRAMPARA,
Siliguri (M. Corp),
Darjeeling, Siliguri, West
Bengal, 734001

9146 4127 1530

1947
1800 300 1947

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www.uidai.gov.in

Koti Ratan Buildcom (P) LTD
Director



Major Information of the Deed

Deed No	I-0403-01087/2018	Date of Registration	20/02/2018
Query No/ Year	0403-0000254259/2018	Office where deed is registered	
Query Date	15/02/2018 10:05:41 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Shashi Prakash Kanodia Sevoke Road, Thana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, Mobile No. : 9002680577, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement			
Set Forth value		Market Value	
Rs. 10,00,00,000/-		Rs. 11,65,52,000/-	
Stamp duty Paid (SD)		Registration Fee Paid	
Rs. 75,000/- (Article:48(g))		Rs. 7/- (Article:E)	
Remarks			

Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Baragharia-(082)

Sch No	Plot Number	Khatian Number	Land Use		Area of Land	Set Forth Value (In Rs.)	Market Value (In Rs.)	Other Detail
			Proposed	ROR				
L1	LR-262	LR-117	Commercial use	Itkhola	2.235 Acre	8,00,00,000/-	9,65,52,000/-	Width of Appro Road: 40 Ft.,
L2	LR-266	LR-117	Commercial use	Itkhola	0.41 Acre	2,00,00,000/-	2,00,00,000/-	Width of Appro Road: 40 Ft.,
		TOTAL :			264.5Dec	1000,00,000 /-	1165,52,000 /-	
	Grand Total :				264.5Dec	1000,00,000 /-	1165,52,000 /-	

Land Lord Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Mr Rameshwar Prasad (Presentant) Son of Late Jag Narayan Prasad Hari Bhawan, Gopeshwar Nagar, Near State Bus Depot, P.O:- Chapra, P.S: CHHAPRA TOWN, District:-Saran, Bihar, India, PIN - 841301 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKOPP5157B, Status :Individual, Executed by: Self, Date of Execution: 16/02/2018, Admitted by: Self, Date of Admission: 16/02/2018, Place : Pvt. Residence, Executed by: Self, Date of Execution: 16/02/2018, Admitted by: Self, Date of Admission: 16/02/2018, Place : Pvt. Residence

Developer Details :

Sl No	Name, Address, Photo, Finger print and Signature
1	Mr Brij Kishore Prasad Son of Late Baleshwar Prasad Ashrampara, Pakurtala More, P.O:- Siliguri, P.S:- Siliguri, Siliguri Mc, District:- Darjeeling, West Bengal, India, PIN - 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AEQPP1157H, Status :Individual, Executed by: Self, Date of Execution: 16/02/2018, Admitted by: Self, Date of Admission: 16/02/2018, Place : Pvt. Residence

Major Information of the Deed :- I-0403-01087/2018-20/02/2018

Koti Ratan Buildcon (P) LTD.

Identifier Details :

Name & address	
Mr Abhinaw Prasad Son of Mr Rameshwar Prasad Hari Bhawan, Gopeshwar Nagar, P.O:- Chapra, P.S:- CHHAPRA TOWN, District:-Saran, Bihar, India, PIN - 842130, Male, By Caste: Hindu, Occupation: Service, Citizen of: India, , Identifier Of Mr Rameshwar Prasad, Mr Brij Kishore Prasad	

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Mr Rameshwar Prasad	Mr Brij Kishore Prasad-223.5 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Mr Rameshwar Prasad	Mr Brij Kishore Prasad-41 Dec

Endorsement For Deed Number : I - 040301087 / 2018**On 16-02-2018****Presentation (Under Section 52 & Rule 22A(3) 46(1), W.B. Registration Rules, 1962)**

Presented for registration at 15:23 hrs on 16-02-2018, at the Private residence by Mr Rameshwar Prasad, Execu

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 11,65,52,000/-

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

Execution is admitted on 16/02/2018 by 1. Mr Rameshwar Prasad, Son of Late Jag Narayan Prasad, Hari Bhawan Gopeshwar Nagar, Near State Bus Depot, P.O: Chapra, Thana: CHHAPRA TOWN, , Saran, BIHAR, India, PIN - 841301, by caste Hindu, by Profession Business, 2. Mr Brij Kishore Prasad, Son of Late Baleshwar Prasad, Ashrampara, Pakurtala More, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

certified by Mr Abhinav Prasad, , Son of Mr Rameshwar Prasad, Hari Bhawan, Gopeshwar Nagar, P.O: Chapra, Thana: CHHAPRA TOWN, , Saran, BIHAR, India, PIN - 842130, by caste Hindu, by profession Service



Suraj Lepcha
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

On 20-02-2018

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 (g) of Indian Stamp Act 1899.

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/-

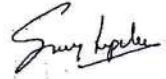
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W
Online on 17/02/2018 1:37PM with Govt. Ref. No: 192017180178776441 on 17-02-2018, Amount Rs: 7/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 460013286 on 17-02-2018, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,000/- and Stamp Duty paid by Stamp Rs 5,000/- by online = Rs 70,000/-

Description of Stamp

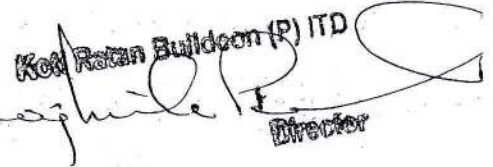
1. Stamp: Type: Impressed, Serial no 740, Amount: Rs.5,000/-, Date of Purchase: 15/02/2018, Vendor name: S S F
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of W
Online on 17/02/2018 1:37PM with Govt. Ref. No: 192017180178776441 on 17-02-2018, Amount Rs: 70,000/-, Bank: HDFC Bank (HDFC0000014), Ref. No. 460013286 on 17-02-2018, Head of Account 0030-02-103-003-02



Suraj Lepcha
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

Major Information of the Deed :- I-0403-01087/2018-20/02/2018

Ked Ratan Baidoon (P) ITD
Director



Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2018, Page from 22140 to 22173

being No 040301087 for the year 2018.



Digitally signed by Suraj Lepcha
Date: 2018.02.20 14:42:35 +05:30
Reason: Digital Signing of Deed.

(Suraj Lepcha) 20/02/2018 14:42:06
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.

(This document is digitally signed.)

Moti Ratan Buildcon (P) LTD

Director