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Visit Commission Case No. 693/2020



Chandrabhale Basant

Raish K. Dasan

Bassani

DEVELOPMENT/CONSTRUCTION AGREEMENT

Certified that the Document is a true and correct copy of the original as per the Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

District Sub-Registrar
Bhakti Nagar, Jalpaiguri

13 NOV 2020

JUDICIAL STAMP
No. 870 Date 15th 10, 2020

Balajee Developers

of Siliguri

Value Rs. 5000/- To Tamunoy Moy

Govt. Stamp Vendor
Baidogra
Lic. No- 545/RM
07 / Darjeeling

Chandrakde Dassan

1122

Chandrakde Dassan

1123

Rajeshwar Dassan

1124

Dassan

Suresh Kumar Gupta



M/S BALAJEE DEVELOPERS

A.K. Agarwal
Partner

S/O Late Ramnivas Gupta

Shyamrati Ke (Near Shyamandi)

Surek Road 2 1/2 mile. Siliguri

P.O. Siliguri

District Darjeeling

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

9 OCT 2020

Chandrakala Dassani

Rajesh Kumar Dassani

Dassani

DEVELOPMENT AGREEMENT

THIS AGREEMENT TO DEVELOP/PROMOTE MADE THIS THE 16th DAY
OF OCTOBER, 2020 AT SILIGURI

DESCRIPTION OF LAND WHICH WILL BE DEVELOPED :

Area of Land	-	0.811 acres
R.S Plot No.	-	860, 304/857, 304 and 307, RS Plot No. 287(P)
R.S. Khatian No.	-	580,559 and 576 and 568
J.L. NO.	-	02
Mouza	-	Dabgram
Sheet No.	-	08
SMC Ward No.	-	43
Police Station	-	Bhaktinagar
Pin	-	734001
District	-	Jalpaiguri

BETWEEN

1. SMT CHANDRAKALA DASSANI (PAN ADSPD9182D), wife of Sri Rup Chand Dassani, (AADHAAR No. 2646-5305-3882)

2. SRI RAJESH KUMAR DASSANI (PAN ACPPD3464N), son of Sri Surajmal Dassani, (AADHAAR No. 6963-0366-8756)

3. SRI CHIRAGH DASSANI (PAN AHYPD0255H), son of Sri Rup Chand Dassani, (AADHAAR No. 7945-0949-2745)

all are Hindu by Religion, Indians by Nationality, No.1 House-wife by Occupation, No.2 & 3 are Business by Occupations, Resident of Upper Bhanu Nagar, Ward No. 43, P.O Sevoke Road, P.S Bhaktinagar, Siliguri-734001, District Jalpaiguri - hereinafter called the "**LAND OWNERS/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, representatives, administrators and assigns) of the "**FIRST PART**".

Contd.

~~Chandrababu Dassani~~

AND

Rajesh Kumar Dasani

Dassani

M/s BALAJEE DEVELOPERS, a partnership firm registered under Partnership Act, 1932 and having its registered office at 2nd floor, Metro Heights, P.O. Sevoke Road, P.S. Bhaktinagar, Siliguri-734001, District Jalpaiguri herein represented by one its partner **Sri Anil Kumar Agarwal, (Aadhaar No. 7626-6754-1915)** son of Late Masani Lal Agarwal, resident of Church Road, Siliguri-734001, District Darjeeling (Hereinafter referred to as **DEVELOPER/'The Builders'/SECOND PARTY** which expression shall unless repugnant to the context or meaning thereof, be deemed to include every partner for the time being of the said firm, the survivor or survivors or the legal representatives, executors or administrators of the last survivor of the **SECOND PART**.

WHEREAS abovenamed First Party No.1 had purchased land measuring 0.38 Acres from Sri Binode Kumar Sinha and another, by virtue of a Registered Deed of Sale, dated 25.08.1989, being Document No. I- 3985 for the year 1989 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

AND WHEREAS abovenamed First Party No.2 and 3 had jointly purchased land measuring 0.38 Acres from Sri Binode Kumar Sinha and another, by virtue of a Registered Deed of Sale, dated 25.08.1989, being Document No. I- 3986 for the year 1989 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

AND WHEREAS abovenamed First Party No.3 had also purchased land measuring 0.051 Acres from Smt Durga Lakshmi Pradhan, wife of Late Padam Prasad Pradhan, by virtue of a Registered Deed of Sale, dated 30.11.1990, being Document No. I- 4579 for the year 1990 and the same was registered in the Office of the Additional District Sub-Registrar Jalpaiguri in the District of Jalpaiguri.

Chandrakala Dassan

Rajesh K Dasan

Dassan

AND WHEREAS in the manner aforesaid, the above named First Party became the sole, absolute and exclusive owner of land measuring 0.811 Acres and ever since then the First Party are in exclusive, khas and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein and free from all encumbrances whatsoever.

AND WHEREAS the 'Landowners' hereof for the purpose of an integrated development of his/their said land, has decided to develop the same but not having sufficient and adequate funds, resources and expertise in the sphere of construction, the Landowners have agreed to develop the said land by constructing a multi storied semi-commercial building thereon.

AND WHEREAS the partners of the 'Developer' firm hereof on coming to know of the intention of the 'Landowners', have agreed to develop the below Schedule mentioned land of the Landowners by constructing multi storied commercial cum residential building thereon as per the building plan to be sanctioned by the Siliguri Municipal Corporation and/or other appropriate authority.

AND WHEREAS the 'Landowners' has accepted the said proposal and agreed to grant an exclusive right of development of his/their said landed property more fully and particularly described in the Schedule below in favour of the Developer hereof for the consideration and on the terms and conditions stated hereinafter.

AND WHEREAS : in pursuance of said agreement, settlement and relinquishment, the parties herein agree and accept the following articles to avoid future disputes and dissension amongst them.

Chandrasekhar Dassan

Rajesh K. Dasan

Dassan

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

DEFINITIONS:

In this Agreement, unless otherwise specifically mentioned;

1. **Landowners** - shall mean the said First Party or any person claiming under, through or in trust for the First Party may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the Schedule hereunder written including their successors, legal representatives, agents, executors and assigns.

2. **Developer** - shall mean the said **M/S. 'BALAJEE DEVELOPERS'** and the partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner/s and their, his or her assigns at all materials times.

3. **Premises** - shall mean ALL THAT the entirety of the land measuring 0.811 ACRES more fully and particularly described in the Schedule hereunder written.

4. **Building** - shall mean the Multistoried building complex to be constructed at the said premises with the maximum Floor area Ratio (FAR) available or permissible under the Rules and Regulations of the S.M.C. and as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.

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

6. **Super built-up area**- shall mean the total constructed area which will include corridors, staircases, 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.

7. **Architect** - shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building to be constructed at the said premises.

Chandra K. Das

Rajesh K. Debnath

Gassani

8. **The plan** - shall mean the plan or plans, elevation, designs, drawings and specifications of the building including modification or variation thereof, which may be made from time to time, as the Siliguri Municipal Corporation shall sanction.

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 thereon.

10. **Old Building** - shall mean the building or portion thereof and the structures existing at the said premises.

11. **Landowner's Allocation** - shall be 50% (Fifty percent) area on each floor comprising of residential flats, shops and garage/parking spaces, etc. as per the sanctioned plan, more fully mentioned below, including the common facilities, together with all amenities to be allocated to the Landowner as part consideration for permitting the Developer to develop the said premises and commercially exploit the same.

12. **Developer's Allocation** - shall mean the remaining 50% (Fifty percent) area on each floor comprising of residential flats, shops and garage/parking spaces, etc. as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation for the proposed building to be constructed at the said premises including the common facilities which shall absolutely belong to the Developer after providing for the Owner's Allocation as aforesaid under this agreement, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation.

It is to be noted here that total Shops and Residential Flats shall be distributed uniformly so that both the parties, that is the Landowners and the Developer, get equal benefit.

13. **Transfer** - with 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 multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

14. **Transferee** - shall mean a person, persons to whom any space and/or unit in the building to be constructed at the said premises has been transferred.

15. Words importing singular shall include plural and vice versa.

16. Words importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

ARTICLE :: I :: OWNERS ALLOCATION :

The first party/Landowners shall get 50% of built-up area (including super-built up area) as herein below described.

1.1.1 **Owners Allocation [SMT CHANDRAKALA DASSANI (ONE OF THE FIRST PARTY)]** shall be allotted 23% out of 50% built up area of owners allocation (including super built area) more or less to be constructed at the said premises by the Developer as per plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities as consideration for permitting the Developer to develop the said premises and commercially exploit the same. The allocation made herein may be altered/changed with consent of both parties herein stated.

1.1.2 **Owners Allocation [SHRI RAJESH KUMAR DASSANI (ONE OF THE First Party)]** shall be shall be allotted 12% out of 50% built up area of owners allocation (including super built area) more or less to be constructed at the said premises by the Developer as per plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities as consideration for permitting the Developer to develop the said premises and commercially exploit the same. The allocation made herein may be altered/changed with consent of both parties herein stated.

1.1.3 **Owners Allocation [SRI CHIRAGH DASSANI (ONE OF THE First Party)]** shall be shall be allotted 15% out of 50% built up area of owners allocation (including super built area) more or less to be constructed at the said premises by the Developer as per plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities as consideration for permitting the Developer to develop the said premises and commercially exploit the same. The allocation made herein may be altered/changed with consent of both parties herein stated.

Chandrabala Dassan

Rajeshwar Dasgupta

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ARTICLE :: II :: EXPLOITATION RIGHTS

The 'Landowners' hereunder grant an exclusive right and possession to the 'Developer' to build up Multi Storied commercial cum residential building, in accordance with the building plan to be sanctioned by the Siliguri Municipal Corporation and/or other appropriate authority on the below schedule land consisting of several flats on different Floors and shops, parking spaces and other areas on the Ground Floor of 'the building' in accordance with the proposed sanctioned building plan and to sell the flats, shops, servant quarters and parking spaces along with other common areas/facilities of Developer's allocation to the prospective buyer/s of the Developer's choice AND the 'Developer' shall be entitled to obtain necessary advances from the prospective buyer/s on terms and conditions as the 'Developer' shall in its absolute discretion deem fit and proper without any liability whatsoever of the 'Landowners' to such Payees.

ARTICLE :: III :: BUILDING

- 1) The 'Developer' shall at its own cost and expenses construct 'the building' on the below Schedule mentioned land of the 'Landowners' according to the building plan to be sanctioned by the Siliguri Municipal Corporation and/or other appropriate authority with such modifications or alterations required to be made thereof from time to time.
- 2) The 'Developer' shall prepare building plan in the name of the Landowners for construction of multi storied semi-commercial building on 'the said premises' at its own cost and expenses and shall submit the said plan duly signed by the 'Landowners' or his duly constituted attorney/attorneys, to the Siliguri Municipal Corporation and/or other appropriate authority, for sanction thereof at its own cost. The 'Developer' shall appoint Architect, Mason, workers, Durban/Chowkidar etc. and shall pay their wages, salary and the 'Landowners' shall not be liable to any such person/s for any dues on account of the services rendered by them.
- 3) The Landowners shall hand over possession of his/their land more fully described in the Schedule below for the purpose of development and construction of the building thereon, in favour of the Developer hereof in terms of the agreement.

Chandrakala Dassan

Rajesh K. Dossan

Dassan

4) The 'Developer' is hereby authorized and empowered in relation to the construction, so far as may be necessary, to apply and obtain temporary and/or permanent connection of water, electricity to the building and other inputs and facilities, required for which purpose the 'Landowners' do hereby agree to execute in favour of the partners of the 'Developer' firm such power of attorney and other authorities as may be required by the 'Developer' and the 'Landowners' shall also sign all such applications and other documents as may be required for the purpose of or otherwise for or in connection with the construction of 'the building' from time to time.

5) All dealings by the 'Developer' in respect of the construction of 'the building' shall be in the name of the 'Landowners' but Landowners shall not be liable in any manner whatsoever to the 'Developer' or to any Third party for any such dealings of the 'Developer'.

ARTICLE :: IV :: BUILDING ALLOCATION

1. Immediately upon the construction of 'the building', on its completion or on completion of any part of the same except the flats, commercial space and parking spaces and other areas in Landowner's allocation, all other flats, commercial space and parking spaces and other areas shall belong to the 'Developer' and the 'Landowners' shall not have any right, title, interest, claim and demand whatsoever in respect thereof.

2. On completion of the building and on delivery of possession of the portions of construction in the Landowner's allocation (completed in all respect as per specification of "Flats" mentioned hereafter, but without electric connection. Electric connection in respect of the flat and other area of Landowner's allocation shall have to be obtained by him at his/her own cost) in the conditions herein before contained to the Landowners, the 'Landowners' shall themselves or through his/her constituted attorney/s transfer and convey at the request of the 'Developer' and at the cost of the Transferee or Transferees the undivided proportionate share of 'the said premises' underneath together with each of the flats, shops, garages, parking spaces etc. of Developer's allocation by executing relevant Deeds of Sale in favour of the would be purchaser/s or such other person/s who may be nominated by the 'Developer' in this regard.

Chandrabala Dasari

Rajesh K. Datta

Goswami

ARTICLE :: V :: COMMON FACILITIES

1. The 'Landowners' shall pay GST, Income Tax or any other tax and shall also pay proportionate Municipal Tax for his/her portions/premises as fully mentioned below, to the Siliguri Municipal Corporation from the date of getting possession. The 'Landowners' shall also pay proportionate common expenses (including Khajna to the land Reforms Office) and maintenance charges for his/her portions, to the owners' association or committee of the building', punctually. The 'Landowners' shall not be liable for the municipal Taxes, Land Khajna of the flats, shops, parking spaces etc. in Developer's allocation. The Developer/ Purchasers shall be liable to pay proportionate share of Municipal Tax, Land Khajna until the separate assessment of the respective flats, shops, parking spaces etc. in the Developer's allocation.

2. The staircases, water tanks, water pumps, well, septic tanks, and other common spaces inclusive of common passages (covered) shall remain in the common use of all the occupants of the flats in the building. The ownership of the aforesaid homestead land shall jointly rest in the Landowners and owners of the flats, shops, garages etc. in common, having heritable and transferable rights, without there being any rights of partition.

ARTICLE :: VI :: LANDOWNER'S OBLIGATION

1. During the continuance of this agreement, the 'Landowners' shall not in any way cause impediment or obstruction, whatsoever, in the proposed construction or development work to be made by the 'Developer'/Second Party on 'the said premises' in terms of this Agreement or by his acts, commissions or omissions do anything to delay and/ or render the construction thereof impossible.

2. The Landowners shall demolish the old building, that existing structures standing on the said premises and retain the sale proceeds after selling the materials of the old building/structures standing on the said premises for the convenience of the construction work of the new building. The Landowners undertakes to remove/ evict all the tenants/occupants holding and occupying some portion of the said premises, and clear vacant possession of the said premises to the developer prior to the sanction of the Building Plan.

Chandhokale Dassard

Rajesh K. D. D. D.

Chandhokale Dassard

3. The 'Landowners' shall sign all necessary papers and documents from time to time, which may be required by the 'Developer' for the purpose of construction of the building and development of 'the said premises'.

4. The 'Landowners' shall grant and execute a General Power of Attorney in favour of firm, the partners of the 'Developer' firm or any other person as decided by the partners of the 'Developer' firm to facilitate the construction building according to the sanctioned plan and to sell/let out the flats, shops, parking spaces etc. of total constructed area.

In case of untimely demise of the 'Landowners', his/her legal heir/s shall execute a General Power of Attorney, if necessary, in favour of the partners of the Developer firm or any other person as decided by the partners of the 'Developer' firm empowering them to sell flats, parking spaces etc. of Developer's allocation and for such purpose to enter into agreement/s with intending purchaser or purchasers, receive all earnest money and all payments towards consideration money and to execute, sign, and register such deed/s of conveyance/ agreement of tenancy etc. in respect of flats, parking spaces etc. of Developer's allocation. The 'Landowners' shall have no liability whatsoever, for receipt of the money by the 'Developer' and not be responsible for the same in any manner, whatsoever.

5. That until completion of all the formalities, the 'Landowners' shall permit the 'Developer' and its representatives/ agents to have access to 'the said premises' for the purpose of soil testing, taking measurements for preparation and drawing of the proposed building plan/s and other related or connected works required for the development of the said premises and/or construction of the said building.

6. Nothing in these presents shall be construed as a demise or any assignment creating any charge or conveyance in law by the Landowners of the said premises or any part thereof to the Developer or as creating any rights, title or interest in respect thereof of the Developer, other than an exclusive and irrevocable licence to the Developer to commercially exploit the same in terms hereof and to deal with the Developer's allocation in the new building to be developed at the said premises in the manner hereinbefore and hereinafter started.

Chandrabhela Dassan 12

Rajesh K Dassan

Dassan

7. The Landowners 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 Developer's Allocation in the new building and the land owner shall also not to do any act or deed or thing where by construction of proposed building is prevented or hampered.

ARTICLE :: VII :: DEVELOPER'S OBLIGATION

- 1) The 'Developer' shall construct 'the building' in terms of this agreement and in-accordance with the plan to be sanctioned by the Siliguri Municipal Corporation or other appropriate authority without any deviation whatsoever, except internal arrangements as per practical requirements. Matters regarding measurement of flat of Owner allocation, quality of materials and matters pertaining to construction of building shall be decided by the engineer appointed by the second party and his decision shall be final and binding to the Landowners.
- 2) The 'Developer' shall complete the building within 36 (Thirty six) months from the date of sanction of the building plan with a grace period of six (06) months unless prevented by the force of nature and act of God or any other reason beyond their control. The Developer will complete the total building at a time.
- 3) The 'Developer' shall pay and bear the Municipal Tax and other Taxes including any Govt. dues payable for 'the said premises' from the date of taking physical possession of 'the said premises' till the date of delivery of possession of the Landowners' share to them as herein before stated and sale of all other flats, parking spaces etc. of Developer's allocation.

ARTICLE :: VIII :: RESTRICTIONS

- (a) The 'Developer' during construction shall abide by all laws, rules and regulations of the Government, local bodies and/or other authorities and shall attend to answer and be responsible for any deviation, violation and/or breach of any of the said laws, byelaws, and regulation.
- (b) The 'Landowners' shall abide by all bye-laws, rules and regulations of association/society that may be formed by the Owners of the flats/parking spaces after delivery of possession of Landowners' allocation to him and after sale of all other flats, parking spaces etc. comprising in the Developer's allocation.

Chandrakala Dassan¹³

Rejish K R Dassan

Dassan

(c) The Developer shall be entitled to use the existing Electrical line/s of the Landowners, if any, for carrying out the construction work subject to full payment of the charges as per Metre reading/ Bill till the period of completion of the construction.

(d) The Landowners and the Developer expressly agreed that this Development agreement and the General Power of Attorney executed by the Landowners in favour of firm, the partners of the Developer firm or other person decided by developer shall remain valid and in operation until the completion of the said building and sale of all portions of the Developer's allocation.

ARTICLE :: IX :: TITLE INDEMNITIES

1. The 'Landowners' declares that none but he has all claims, right, title and interest in the said premises and that he has good right and absolute authority to enter into this agreement with the 'Developer'.

2. The 'Landowners' hereby further declares that his said land is free from all encumbrances, charges, claims, mortgages etc. whatsoever. The Landowners hereby undertakes to indemnify and keep indemnified the 'Developer' from, against any such encumbrances, and for any claim of any Third Party pertaining to the said premises.

3. The 'Landowners' hereby further declares that there is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the Landowner or any person claiming under him at the time of execution of these presents.

4. The Landowners hereby undertakes -that the" Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or any previous, present or future acts of the Landowners, he/they undertakes to indemnify the Developer up to the extent of the damages/losses suffered by the Developer as a consequence thereof.

Contd.

Chandrabaladasan¹⁴

Rajesh K R Dossam

Passau

5. The 'Landowners' hereby also undertakes that the 'Developer' shall be entitled to construct and complete the building within 36 (thirty six) months from the date of sanction of the building plan by the Siliguri Municipal Corporation, with a grace period of six months unless prevented by the force of nature and act of God or any other reason beyond their control and the Developer shall be entitled to negotiate for sell, let out and transfer the flats, parking spaces etc. out of Developer's allocation to any third party or parties without any interference from the 'Landowners' or any person claiming through or under them.

6. The Developer shall act as an independent contractor in construction of the building and undertakes to keep the 'Landowners' indemnified from and against all third party claims and actions arising out of any act or commission or omission of the Developer relating to the construction of the building.

ARTICLE :: X :: GENERAL

1. The 'Landowners' and Developer have entered into this agreement purely on a principal to principal basis and nothing stated herein shall be deemed to construe a partnership between the Developer and the 'Landowners' as a joint venture or joint adventure between the parties hereto and not in any manner constitute an association of persons. Each party shall keep the other party indemnified from and against same and the agreement shall be binding on the heirs, executors, representatives, administrators, successors of the parties hereto.

2. It is understood that from time to time to facilitate the construction of the building by the Developer, various acts, deeds matters and things not herein specified or referred to, may be required to be done by the Developer for which the Developer may require the authority of the 'Landowners' and various applications and other documents may be required to be signed or made by the 'Landowners' relating to which no specific provisions have been made herein.

The 'Landowners' hereby permits, authorizes and empowers the Developer to do all such acts, deeds, matters and things on his behalf forthwith upon relating to which no specific provisions have been made herein required by the Developer in this behalf. And, he does hereby confirm all such acts, except those which are contrary to or inconsistent with and prejudicial to their interest in the subject matter of this agreement.

Kandhakola Dassan

Rajesh K Denson

Gassani

3. Upon completion of the building and on getting the Landowner's allocation, the 'Landowners' themselves or through their constituted attorneys shall execute appropriate sale deeds/conveyances of the flats, shops and/or parking spaces etc. of Developer's allocation together with proportionate right in land in favour of the Developer and/or its nominee or nominees and nominated transferee/s. However, the stamp duty, registration fees and other charges to be payable for such transfer shall be borne by the Developer and/or its nominee or nominees and nominated transferee/s.

4. That the second party shall deposit interest free security money of Rs. 1,50,00,000/- (Rupees one crore fifty lakh only) to the first parties. The said security money shall be refunded to the Second party within two years from the date of approval of the building plan subject to anything beyond control of the first party and/or any violation of terms herein stated by the second party.

5. Any advances or receipts from the construction of the building shall be routed through a single Escrow account and the relevant shares shall be transferred to the account of the land owners and Developer. 50% of the advances shall be transferred to the landowners as per their sharing ratio respectively till payment of 3,00,00,000/- (Rupees three crores only) to the Landowners.

6. As and when from the date of completion of the building, the Developer and/or its nominated transferee/s or purchaser/s of flat/s, shop/s and /or parking spaces etc. and the 'Landowners' or his/their nominated transferee/s shall each be liable to pay GST and bear proportionate charges on account of Municipal Taxes and such other taxes and charges and impositions as well as common expenses necessary to be paid for maintenance of common areas and facilities.

ARTICLE :: XI :: FORCE MAJEURE

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

Chandrasekhar Dasgupta

Rajesh K. Dasgupta

Dasgupta

2. Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

ARTICLE :: XII :: ARBITRATION

1 In case of any dispute, difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto provided that in the event of arbitration or otherwise, the construction of new building shall not be stopped and the developer shall have right to continue the same and to transfer the unit so constructed to prospective buyer/s at his/her/their option.

ARTICLE :: XIII :: JURISDICTION

1. The Courts at Jalpaiguri alone shall have jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

SCHEDULE

(DESCRIPTION OF THE PREMISES)

All that piece or parcel of vacant homestead land measuring 0.811 Acres or 81.1 Decimal described herein below situated in Mouza Dabgram, recorded in LR Khatian Nos. 99, 100 & 101, J.L. No. 2, R.S Sheet No.8, corresponding to LR Sheet No. 22, within the limits of Ward No.43 of Siliguri Municipal Corporation Area, P.S. Bhaktinagar, in the District of Jalpaiguri.

Chandrasekhar Dassan

Ravi Shanker Deyan

P. Dasan

LR Plot No.	RS PLOT No.	RS KHATIAN No.	AREA
96	305/860	580	10 Decimal
96	304	580	29 Decimal
96	304/857	576	22 Decimal
96	307	559	15 Decimal
96	287(P)	568	5.1 Decimal

			81.1 Decimal

The land measuring is bounded and butted as follows:-

- North ... Land of Kabilal Barman and others
 South ... 28'ft SMC Road (Shyam Mandir Road)
 East ... Land of Bir Bahadur, Sri Akal Singh & others
 West ... Land of Smt. Nilmoni Devi Choudhury & Kabilal Barman

SPECIFICATIONS IN RESPECT OF THE FLAT

- Hall Kitchen and Bathroom : Marble or tiles
- Kitchen slab : Tiles upto 4' above counter
- Bathroom Wall : Covered with tiles upto 7 feet height.
- Flooring of other rooms: 2*2 Tiles/mosaic;
- Main door of flat : Flush Door 30mm with laminate.
- Interior doors of flat: 30mm Flush Doors; with white surface paint.
- Bathroom doors: Flush doors/PVC Door.
- Railing of Balcony shall be of Stainless Steel/Iron.
- Door Frames : Wooden frames
- Windows: Aluminum fabricated windows with glass panels and suitable grill.
- Modular Switches and Sockets i.e. Finolex/Anchor/Mescab Wires or equivalent brand.
- Bathroom taps of branded items, i.e. Marc fittings Or equivalent brands.
- Exterior of the building to be painted by WEATHERSHIELD.
- WALLS: Brick built, cement plastered walls with coat of lime punning, putty in interior.
- Electrical points in all rooms with concealed wiring of ISI quality materials. Other works at the cost of Owners.

Chandrasekhar Dasan

Rajesh K. D. D. D.

Passau.

SPECIFICATION IN RESPECT OF BUILDING**(To be constructed in Schedule land).**

1. Standard specifications as aforesaid.
2. Layout of flats as per approved plan and special requirements at extra cost.
3. Boring 6 to 8 INCHES – for common use.
4. Main gate and sub-gate: Painted.
5. Staircase: Marble/Kota slabs with STEEL railings.
6. Water tank: ONE/TWO tanks. Each in fixed location above top terrace/roof. (Extra pump and extra water tank for the owners allocation at their cost)
7. Electricity meter: Common to be installed by developer. Separate to be installed by subsequent allottees/purchasers at own cost at specified portion.
8. Steel rods: ISI/Super/SRMB/Durgapur.
9. All flats measurement inclusive of 20% to 25% share of super structure.
10. All shops measurement inclusive of 30% share of super structure.
11. Existing boundary walls will be renovated as per requirement.
12. One lift of OTIS or equivalent brand.
13. The name of the building as decided by the parties in stainless Steel letters/Stone of English script to be fixed in frontal face of building.

COMMON AREAS AND FACILITIES

- 1) The foundations, columns, girders, beams, supports, main walls;
- 2) Stairs, stairways, entrances and exits of the building;
- 3) All open spaces meant for common use;
- 4) Top roof of the said building;
- 5) Installations of common services, such as sewerage, water lines, etc.;
- 6) Underground Water reservoir, tanks, pumps, motors, pipes;
- 7) Well, boundary walls, drains, etc.
- 8) Main Gate;
- 9) Lift.

IN WITNESSES WHEREOF, the parties hereto have set their respective hands and seals hereunto the day, month and year first above mentioned.

WITNESSES:

1. *Suresh Kumar Gupta*

Suresh Kumar Gupta
Late Ram Niwash Gupta
Shyam Vatika, Shyam Mandir Road
Sevoke Road, Siliguri-734001

Chandrakanta Dasgupta

Rajesh Kr Dasgupta

Dasgupta

LANDOWNERS/FIRST PARTY

2. *Mahesh Chandra Sarkar*
Siliguri

M/S BALAJI DEVELOPERS

A. C. Agarwal
Partner


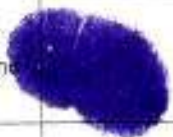









DEVELOPER/SECOND PARTY

Prepared as per the instructions of the Parties & printed in my office:

Vinit Agarwal

(VINIT AGARWAL)
Advocate, Siliguri
Reg. No. WB/. F/1074/08




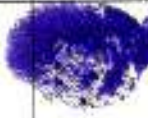



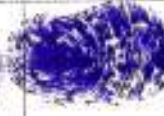



EXECUTANT SHEET

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

Chandrakala Dassari

Chandrakala Dassari


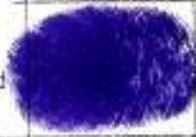









Chandrakala Dassari
Signature with date

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

Rajesh kr Dassari

Rajesh kr Dassari

Rajesh kr Dassari
Signature with date

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

Passani

Passani

Passani
Signature with date

CLAIMENT SHEET



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

A.C. *Aswani*

A.C. Aswani
Signature with date



Government of West Bengal

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





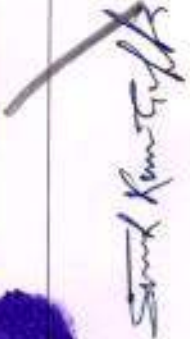
OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name :Jalpaiguri

Signature / LTI Sheet of Query No/Year 07112001341754/2020

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



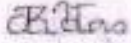
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt CHANDRAKALA DASSANI UPPER BHANU NAGAR, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District -Jalpaiguri, West Bengal, India, PIN - 734001	Land Lord			
2	Shri RAJESH KUMAR DASSANI UPPER BHANU NAGAR, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District -Jalpaiguri, West Bengal, India, PIN - 734001	Land Lord			
3	Shri CHIRAGH DASSANI UPPER BHANU NAGAR, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District -Jalpaiguri, West Bengal, India, PIN - 734001	Land Lord			

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

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr ANIL KUMAR AGARWAL CHURCH ROAD, P.O:- SILIGURI, P.S:- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001	Represent ative of Developer [BALAJEE DEVELOP ERS]			M/S BALAJEE DEVELOPERS Partners 
Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Shri SURESH KUMAR GUPTA Son of Late RAM NIWASH GUPTA SHYAM VATIKA SEVOKE ROAD, P.O:- SEVOKE ROAD, P.S:- Bhaktinagar, Siliguri Mc, District:- Jalpaiguri, West Bengal, India, PIN - 734001	Smt CHANDRAKALA DASSANI, Shri RAJESH KUMAR DASSANI, Shri CHIRAGH DASSANI, Mr ANIL KUMAR AGARWAL			

(Tapash Kanti Ghosh)

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

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER	ACVPA7555M	
नाम / NAME	ANIL KUMAR AGARWAL	
पिता का नाम / FATHER'S NAME	MASANILAL AGARWAL	
जन्म तिथि / DATE OF BIRTH	21-04-1965	
हस्ताक्षर / SIGNATURE		
		आयकर अधिकारी, पं. ११ - ११ COMMISSIONER OF INCOME-TAX, W.B. - XI

Anil Kumar Agarwal

↗

ভারত সরকার
Government of India



Anil Kumar Agarwal
পিতা : মাসেন্টাল আগরওয়াল
Father - Masental Agarwal

বর্ধিতিক্রম: 21/04/1985
লিংগ / Male

7626 6754 1915



আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
Unique Identification Authority of India

ঠিকানা:
 এম.এল. আগরওয়াল ব্রদার্স বিল্ডিংস
 চার্চ রোড, সিলিগুরি, ভারত
 সিলিগুরি (ম. কর্প), সিলিগুরি
 বর্ধিতিক্রম, পশ্চিম বঙ্গ

Address: M.L.AGARWAL
 AND BROS. church road,
 SILIGURI, WARDno 10,
 Siliguri (M. Corp),
 Darjeeling Siliguri, West
 Bengal, 734001

7626 6754 1915


 1800 306 1947


help@uidai.gov.in


www.uidai.gov.in

M.L. Agarwal



ভারত সরকার

Government of India



চন্দ্রকলা দাস্তানী
CHANDRAKALA DASSANI
পতি : রুপচন্দ্র দাস্তানী
Husband : Rupchand Dassani

www/UIDO8 02/12/1953
লিঙ্গ / Female



2646 5305 3882

আধার - সাধারণ মানুষের অধিকার

Chandrakala Dassani



ভারতের বিশিষ্ট পরিচয় প্রাপ্তিকরণ

Unique Identification Authority of India

ঠিকানা: সিরকাতগঞ্জ, আগার হাটপাড়া
সেক্টর রোড বা মাইল, ওসক ২নং
শিলিগুড়ি(কর্পোরেশন), সেবক রোড
জলপাইগুড়ি, পশ্চিম বঙ্গ

Address: VIRK BHAWAN,
UPPER BHANU NAGAR,
SEVOKE ROAD 2ND MILE,
WORD no 43, Siliguri (m.
corp.), Sevoke Road,
Jalpaiguri, West Bengal,
734001

2646 5305 3882

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1800 300 1947

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Chandrakala Dassani