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#### DEED OF DEVELOPMENT AGREEMENT

This Indenture is made on this the 03rd day of September, Two Thousand Nineteen, at Siliguri.

~: BETWEEN :~

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(1) SRI JAY PRAKASH CHOWHAN (I.T. PAN: AFQPC4541K), AND (2)SRI JA¥ SINGH CHOUHAN (I.T. PAN: AEZPC2616P), both of them are sons of Late She Prasad Chouhan @ Shib Prasad Chouhan & Late Param Jyoti Chouhan, both of them are Hindu by faith, Indian by nationality, Business by occupation, No.1 resident of Uttar Mallaguri, Kalibari main road, P.O. Champasari, P.S. Pradhan Nagar, Siliguri, Dist. Darjeeling, Pin – 734003, No.2 resident of North Mallaguri, near Kadamtala, P.O. & P.S. Pradhan Nagar, Dist. Darjeeling, Pin – 734003, within the State of West Bengal hereinafter collectively called the <u>OWNERS/FIRST PARTY</u> (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, successors, legal representatives, executors, administrators, and assigns) of the ONE PART.

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#### <u>AND</u>

**M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS,** [I.T.PAN: AAJFD0844L] a Partnership firm, having its office address at Neelkamal Plaza, Hill Cart Road, Siliguri, within P.O. & P.S Siliguri, Dist. Darjeeling, in the State of West Bengal, represented by one of its Partners **SRI NISITH KUMAR AGARWAL**. Son of Late Bhimraj Agarwal, Hindu by religion, Indian by nationality, Business by Occupation, resident of Shyama Kunj, Punjabi para, P.O. Haider para, P.S. Bhaktinagar, Dist. Jalpaiguri – hereinafter called the "**DEVELOPER/SECOND PARTY**" (which term or expression shall mean and include, unless excluded by or repugnant to the context its successors in office, executors, partners, administrators, legal representatives and assigns) of the **OTHER PART**.

(1) WHEREAS Sri Lakhan Chouhan and Sri Shew Prasad Chouhan @ Shib Prasad Chouhan, both of them are sons of Sri Ram Baran Chouhan, became the absolute co-owners in actual, khas and physical possession of all that 2.52 Acres of land comprising various Plot Nos. including R.S. Plot No.307 (area measuring 0.36 Acre), recorded in R.S. Khatian No.4, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling by virtue of purchase from Sri Din Dayal Ram and others trough a registered Deed of Conveyance being document No.1-2578 for the year 1957 registered at the office of the Sub-Registrar, Siliguri. And by virtue of such purchase said Sri Lakhan Chouhan and Sri Shew Prasad Chouhan @ Shib Prasad Chouhan had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

AND WHEREAS thereafter being such co-owners in possession of the said landed property the above named Sri Lakhan Chouhan and Sri Shew Prasad Chouhan @ Shib Prasad Chouhan sold and transferred 0.10 Acre of land in R.S. Plot No.307 to others and remained in joint possession of remaining 0.26 Acre of land in R.S. Plot No.307.

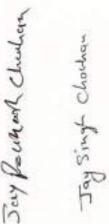


AND WHEREAS subsequently the above named Shew Prasad Chouhan @ Shib Prasad Chouhan died intestate leaving behind him the following legal heirs who

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SI. No.	Name	Relationship
1.	Param Jyoti Chouhan (now deceased)	Wife
2.	Jay Prakash Chowhan	Son
3.	Jay Singh Chouhan	Son
4.	Sabitri Chouhan	Daughter
5. 6.	Manti Mahato @ Manati Mahato	Daughter
б.	Shanti Chauhan	Daughter

AND WHEREAS thereafter the above named Sri Lakhan Chouhan transferred his part of undivided share in the aforesaid R.S. Plot No.307 an area measuring 0.13 Acre, recorded in R.S. Khatian No.4, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Pradhan Nagar, Dist. Darjeeling, unto and in favour of (1)Smt. Param Jyoti Chouhan (now deceased), Wife of Late Shew Prasad Chouhan @ Shib Prasad Chouhan, (2) Sri Jay Prakash Chowhan (i.e. Owner/First Party No.1 hereto referred above) and (3)Sri Jay Singh Chouhan (i.e. Owner/First Party No.2 hereto referred above), both of them are sons of Late Shew Prasad Chouhan @ Shib Prasad Chouhan, through a registered Deed of Gift being document No.I-4891 for the year 2012 dated 22.05.2012 registered at the office of the ADDL. Dist. Sub-Registrar, Siliguri-II at Bagdogra. And by virtue of such registered gift deed in their favour said Smt. Param Jyoti Chouhan (now deceased), Sri Jay Prakash Chouhan @ Jay Prakash Chowhan and Sri Jay Singh Chouhan had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

(2) WHEREAS Smt. Param Jyoti Chouhan (since deceased), Wife of Shew Prasad Chouhan @ Shib Prasad Chouhan became the absolute owner in actual, khas and physical possession of all that 0.215 Acre of land being part of R.S. Plot Nos.311, 312, & 313, recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling by virtue of purchase from Sri Gulab Chand Agarwal, Son of Late Chandu Ram Agarwal, through his Constituted Attorney one Sri Indra Kumar Agarwal, Son of Late Bhajan Lal Agarwal, through a registered Deed of Conveyance being document No.I-5561 for the year 1983 dated 09.09.1983 registered at the office of the Sub-Registrar, Siliguri. And by virtue of such purchase said Smt. Param Jyoti Chouhan (since deceased) had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.



AND WHEREAS the above named Smt. Param Jyoti Chouhan (since deceased), Wife of Shew Prasad Chouhan @ Shib Prasad Chouhan further became the absolute owner in actual, khas and physical possession of all that 0.22 Acre of land being part of R.S.



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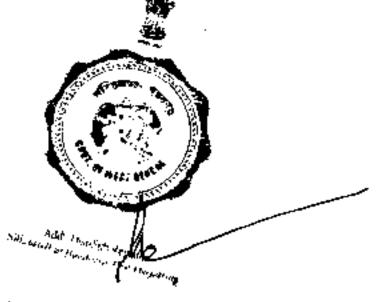
Plot Nos.311, 312, & 313, recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Siliguri (now Pradhan Nagar), Dist. Darjeeling by virtue of purchase from Sri Arjun Gowala, Son of Late Lakhan Gowala through a registered Deed of Conveyance being document No.I-**5109 for the year 1983** dated 29.07.1983 registered at the office of the Sub-Registrar, Siliguri. And by virtue of such purchase said Smt. Param Jyoti Chouhan (since deceased) had acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

AND WHEREAS thereafter the above named Smt. Param Jyoti Chouhan, Wife of Late Shew Prasad Chouhan @ Shib Prasad Chouhan also died intestate on 22.07.2014 leaving behind her the First Party/Owners hereto referred herein above and three married daughters namely (i)SMT. SABITRI CHOUHAN, Wife of Sri Ganesh Chouhan, (ii)SMT. MANTI MAHATO @ MANATI MAHATO, Wife of Sri Dileep Kumar Mahato, and (iii)SMT. SHANTI CHAUHAN, Wife of Sri Umakant Chauhan, as her sole legal heirs and successors and accordingly as per the provisions of Hindu Succession Act, 1956 the First Party/Owners hereto referred above and their said three married sisters have jointly inherited all the above mentioned landed properties purchased/acquired through various registered deeds as mentioned above left by their deceased father and mother and they have also acquired permanent, heritable and transferable right, title and interest in the said landed property free from all encumbrances and charges whatsoever.

AND WHEREAS thereafter on 12.04.2019 the above named (i)SMT. SABITRI CHOUHAN, Wife of Sri Ganesh Chouhan, (ii)SMT. MANTI MAHATO @ MANATI MAHATO, Wife of Sri Dileep Kumar Mahato, and (iii)SMT. SHANTI CHAUHAN, Wife of Sri Umakant Chauhan have jointly transferred all that their altogether 0.365 Acre of land i.e. 3/5<sup>th</sup> undivided share in their entire 0.6083 Acre of land unto and in favour of their brothers i.e. the Erst Party/Owners hereof of these presents by virtue of a Deed of Gift which has been transcribed in Book No. I, Volume No.403-2019 in pages between 58176 to 58206 being document No. 02570 for the year 2019 registered at the office of the Addl. District Sub-Registrar, Siliguri-II at Bagdogra.

**AND WHEREAS** by virtue of inheritance and aforesaid two Gift Deeds the First Party/Owners hereof are presently jointly acquiring and possessing all that **0.695 Acre** of land out of which 0.26 Acre of land in R.S. Plot No.307, recorded in R.S. Khatian No.4, and 0.435 Acre of land being part of R.S. Plot Nos.311, 312, & 313, recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, under P.S. Sillguri (now Pradhan Nagar), Dist. Darjeeling as fully and particularly described in the First Schedule herein below.





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#### AND WHEREAS

A) The Owners/First Party above named being desirous of constructing a multistoried (Parking + Four storied) residential building consisting several numbers of units i.e. residential flats, car parking spaces, servant quarters etc. on ownership basis on the said 0.695 Acre of land as described in the First Schedule herein below have already applied for approval of building plan being No.147 dated 11.05.2017 before the Siliguri Municipal Corporation, but presently the Owners/First party not being in a position to put their contemplation and scheme into action due to shortage of fund and lack of experience, were in search of a developer who could construct the residential complex in the said plot of land and accordingly the First Party hereto have approached and proposed the Second Party hereof to develop their aforesaid landed property as per sanctioned building plan of the appropriate authorities. The Developer/Second Party herein being a partnership firm engaged in construction business, has agreed to develop and to construct a residential complex on the aforesaid land and has agreed on the terms and conditions stated hereunder.

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- B) The said premises i.e. the land measuring 0.695 Acre of land as described in the First Schedule herein below is free from all encumbrance, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- C) That the Owners have agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, architects/ engineers as per requirement, for the development of the premises as per its own choice and discretion.

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

#### ARTICLE-I-DEFENITIONS:

In this Agreement, unless otherwise specifically mentioned.

- 1.1 The Owner shall mean the said (1) SRI JAY PRAKASH CHOWHAN, and (2)SRI JAY SINGH CHOUHAN, both of them are sons of Late Shew Prasad Chouhan @ Shib Prasad Chouhan & Late Param Jyoti Chouhan, the aforesaid persons not only as owner but also as having whatsoever right, title or interest that they may have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the premises described in the First Schedule hereunder written and also his heirs, legal representatives, executors and assigns.
- 1.2 Developer shall mean the said M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, and its successor or successors in office, executors and administrators and assigns including its partners at all material times.

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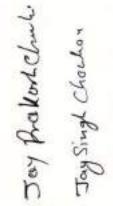






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- Building shall mean the building to be constructed at the said premises with the 1.4 maximum Floor Area Ratio (FAR) available or permissible under the rules and regulations of the appropriate authorities.
- Unit shall mean the constructed area and/or spaces in the building or buildings 1.5 intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building or buildings to be constructed at the said premises.
- 1.6 Carpet area shall mean net useable floor of an apartment, excluding the area covered by external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
- 1.7 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.
- That the plan shall be the plan or plans, elevation, designs, drawings and 1.8 specifications of the building or buildings as shall be sanctioned by Siliguri Municipal Corporation including modification's or variation thereof which may be made from time to time.
- 1.9 Saleable area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions of common facilities and the space required therefore.

#### 1.10 OWNERS ALLOCATION.

The allocation to the First Party/ Owners shall be:

That on completion of the said proposed Parking + Four storied building in the aforesaid premises the Developer /Second Party shall provide to the Owners/First Party hereof altogether all that 24 Nos. of complete residential flats with parking at Ground floor (24 Nos.) and the description of the said flats are particularly mentioned as below:

SI. No.	Flat No. (as per brochure)	Corresponding Tenement No. (as per building plan)	Floor	Carpet Area of the Flat in Sq.Ft.	Super Built up Area of the Flat in Sq. Ft.
1.	A-1	1	15	1038	1490
2.	A-2 -	. 17	2 <sup>nd</sup>	1038	1490
3.	A-3	33	3rd	1038	1490
4.	A-4	49	4 <sup>th</sup>	1038	1490

#### A) First Party No.1 - JAY PRAKASH CHOWHAN :-



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5.	I-1	9	7 Ko D	Luis hor 56	831
6	I-2	25	2 <sup>nd</sup>	564	831
9. I					0.01
	I-3	41	3 <sup>rd</sup>	564	831
7. 3.		41 57	3 <sup>rd</sup> 4 <sup>th</sup>		
7. 3.	I-3		3 <sup>rd</sup> 4 <sup>th</sup> 1 <sup>st</sup>	564	831 831
7. 8. 9.	I-3 I-4	57	3 <sup>rd</sup> 4 <sup>th</sup> 1 <sup>st</sup> 2 <sup>nd</sup>	564 564	831 831 972
7. 8. 9. 10. 11.	I-3 I-4 J-1	57 10	3 <sup>rd</sup> 4 <sup>th</sup> 1 <sup>st</sup>	564 564 663	831 831

#### B) First Party No.2 - JAY SINGH CHOUHAN :-

SI. No.	Flat No. (as per brochure)	Corresponding Tenement No. (as per building plan)	Floor	Carpet Area of the Flat in Sq.Ft.	Super Built up Area of the Flat in Sq. Ft.
1.	B-1	2	1 <sup>st</sup>	899	1310
2.	B-2	18	2 <sup>nd</sup>	899	1310
3.	B-3	34	3 <sup>rd</sup>	899	1310
4.	B-4	50	4 <sup>th</sup>	899	1310
5.	K-1	11	1 <sup>st</sup>	636	939
6.	K-2	27	2 <sup>nd</sup>	636	939
7.	K-3	43	3'd	636	939
8.	K-4	59	4 <sup>th</sup>	636	939
9.	L-1	12	1 <sup>st</sup>	610	912
10.	L-2	28	2 <sup>nd</sup>	610	912
11.	L-3	44	3rd	610	912
12.	L-4	60	4 <sup>th</sup>	610	912

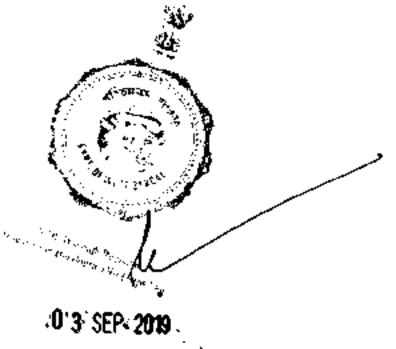
#### 1.11 DEVELOPER'S ALLOCATION:

All that other remaining saleable areas i.e. residential flats/units and car parking spaces/garages, servant quarters etc. of the building to be constructed in the aforesaid premises by the Developer according to sanctioned building plan of Siliguri Municipal Corporation, together with undivided proportionate share of the land which are specifically described herein below:

SI. No.	Flat No. (as per brochure)	Corresponding Tenement No. (as per building plan)	Floor	Carpet Area of the Flat in Sq.Ft.	Super Built up Area of the Flat in Sq. Ft.
1.	C-1	3	135	821	1165
2.	C-2	19	2 <sup>nd</sup>	821	1165
3.	C-3	35	3 <sup>rd</sup>	821	1165
4.	C-4	51	4 <sup>th</sup>	821	1165
5.	D-1	4	1.st	893	1264
6.	D-2	20	2 <sup>nd</sup>	893	1264
7.	D-3	36	3 <sup>rd</sup>	893	1264
8.	D-4	52	4 <sup>th</sup>	893	1264



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9.	E-1	5	1 <sup>st</sup>	877	1247	- 1
10.	E-2	21	2 <sup>nd</sup>	877	1247	
11.	E-3	37	3 <sup>rd</sup>	877	1247	T.
12.	E-4	53	4 <sup>th</sup>	877	1247	-
13.	F-1	6	1 <sup>st</sup>	788	1115	
14.	F-2	22	2 <sup>nd</sup>	788	1116	
15.	F-3	38	3'd	788	1116	
16.	F-4	54	400	788	1116	
17.	G-1	7	15	749	1051	
18.	G-2	23	2 <sup>nd</sup>	749	1061	-
19.	G-3	39	3 <sup>rd</sup>	749	1061	
20.	G-4	55	4 <sup>th</sup>	749	1061	
21.	H-1	8	1 <sup>st</sup>	881	1229	-
22.	H-2	24	2 <sup>nd</sup>	881	1229	
23.	H-3	40	3 d	881	1229	-
24.	H-4	56	421	881	1229	
25.	M-1	13	1.51	616	898	-
26.	M-2	29	2 <sup>ed</sup>	616	898	
27.	M-3	45	3 <sup>rd</sup>	616	898	
28.	M-4	61	4 <sup>th</sup>	616	898	
29.	N-1	14	1 <sup>st</sup>	447	661	
30.	N-2	30	2 <sup>nd</sup>	447	661	
31.	N-3	46	3*0	447	661	
32.	N-4	62	45	447	661	-
33.	0-1	15	1 <sup>st</sup>	681	992	
34.	0-2	31	2 <sup>rd</sup>	681	992	1
35.	0-3	47	3 <sup>rd</sup>	681	992	
36.	0-4	63	4 <sup>th</sup>	681	992	
37.	P-1	16	18	641	937	
38.	P-2	32	2 <sup>nd</sup>	641	937	-
39.	P-3	48	310	641	937	
40.	P-4	64	4 <sup>th</sup>	641	937	

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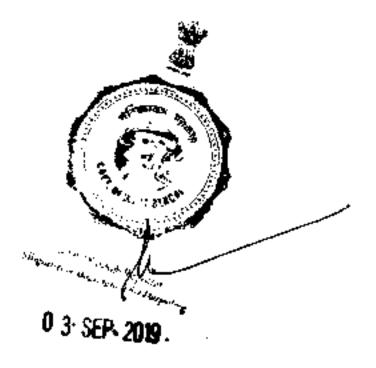
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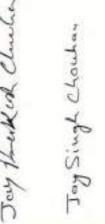
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- 1.12 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multistoried building to purchasers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



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#### ARTICLE-II COMMENCEMENT

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

#### ARTICLE -III OWNER'S RIGHT AND REPRESENTATIONS:

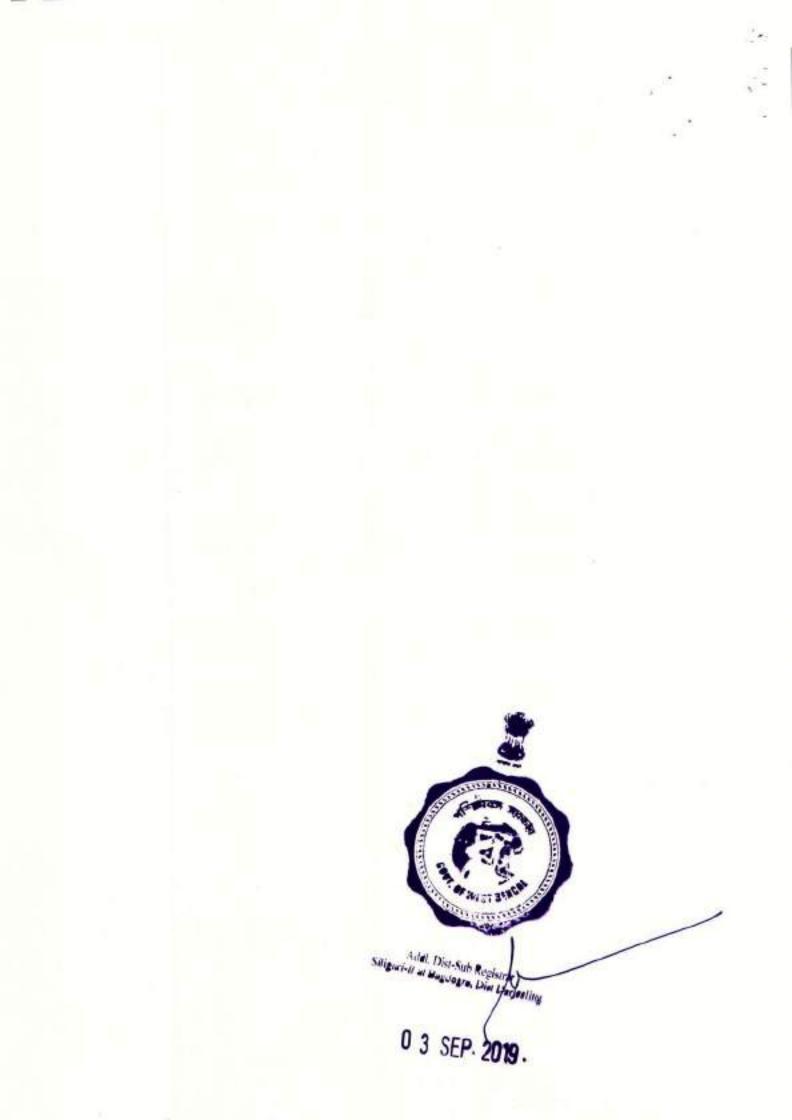
- 3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the First Schedule hereunder written.
- 3.2 Excepting the owners, no other person or persons have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof as mentioned in the First Schedule herein below.
- 3.3 The said premises is free from all encumbrance, lien, lispendences, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.
- 3.4 There is no vacant land at the said premises within the Urban Land (Ceiling and Regulations) Act, 1976.
- 3.5 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the owner or any person claiming under him.
- 3.6 That the Owners shall hand over the physical possession of the aforesaid premises in favour of the Developer immediately after execution of these presents.

#### ARTICLE IV- DEVELOPER'S RIGHT.

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

#### ARTICLE V- CONSIDERATION

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



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#### ARTICLE VI- PROCEDURE

6. The land owners shall grant a Power of Attorney in favour of M/S. DARJEELING REAL ESTATE AGENTS & DEVELOPERS, or in favour of any of its Partner(s), for obtaining necessary permission and/or sanction from different authorities in connection with the development of the new building/s at the said premises and also for pursuing and following up the matter with the Siliguri Municipal Corporation and other statutory authorities and for all other matter concerning or related to the project or development which shall remain in force until completion of the project finally.

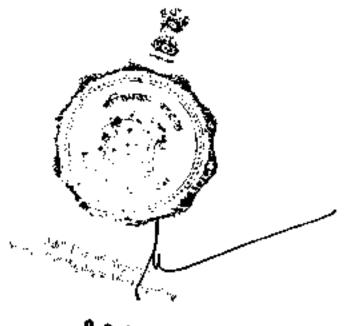
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#### ARTICLE -VII- BUILDING.

- 7.1 The Developer shall at its own costs, construct erect and complete the new building at the said premises in accordance with the sanctioned building plan with good and standard materials as may be specified by the Architects. The new building/s shall be of residential type and having elevations and features permissible under the rules and regulations applicable to the said premises as may be approved by the Siliguri Municipal Corporation.
- 7.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.
- 7.3 The Developer shall install and erect in the said new building at its own costs, pumps, tube well, water storage tanks and provide other facilities as are required to be provided in a multi storied building in Siliguri having self contained units for sale of constructed area therein on ownership basis and as mutually agreed to.
- 7.4 The Developer shall be authorized in the name of the owner so far as is necessary, to apply for and obtain for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new buildings and other inputs and facilities required for the construction and enjoyment of the building for which purpose all costs charges and expenses therefore shall be born and met by the Developer.
- 7.5 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 owners shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.



#### ARTICLE VIII- COMMON FACILITIES



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

#### ARTICLE- IX - COMMON RESTRICTIONS

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



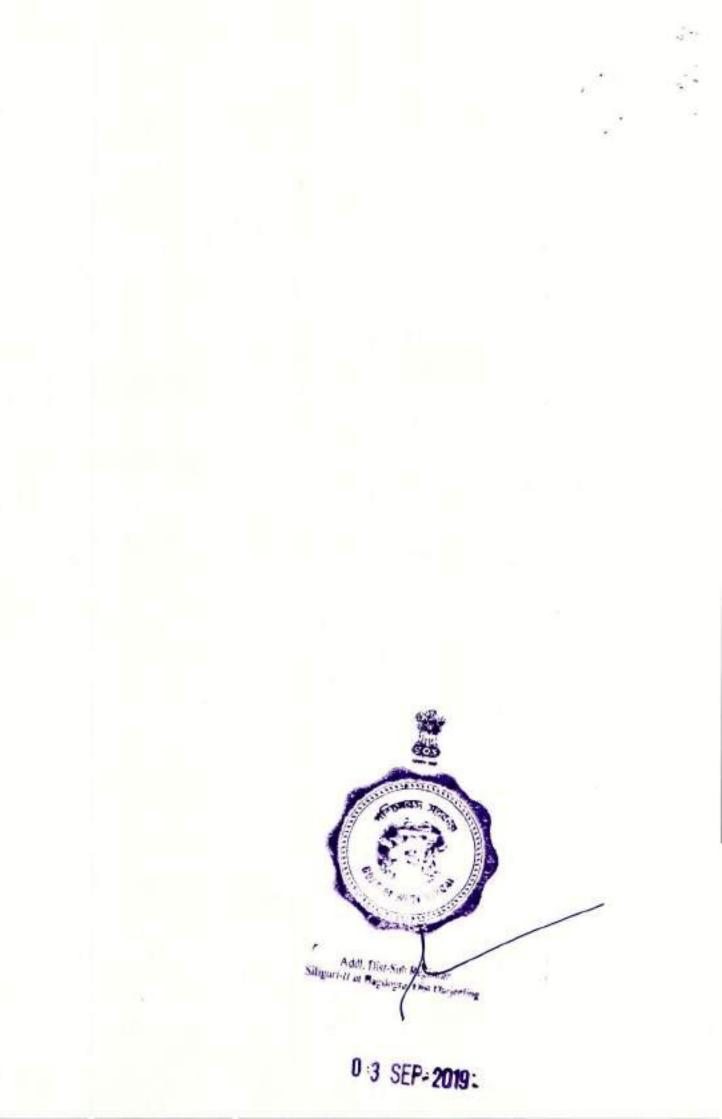
Page 11 of 15

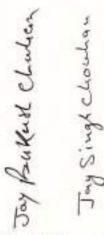
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9.7 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the new building or in the compounds corridors or any other portion or portions of the new building.

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#### ARTICLE X- OWNERS' OBLIGATIONS

- 10.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 10.2 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the newly constructed building.
- 10.3 That the Owners shall at the request of the Developer, if required at any material time, execute the Deed(s) of Conveyance in favour of the prospective buyer/s together with proportionate share and rights in land, common space and passage, stair case, roof etc. as and when asked by the Developer to do so with respect to Developers allocation as agreed herein above.
- 10.4 It is distinctly understood by and between the parties hereto that while executing and registering the Deed(s) of Conveyance in favour of the prospective buyers out of the Developer's allocation as stated above the Owner shall not claim or accept any consideration whatsoever.
- 10.5 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new proposed building at the said premises.
- 10.6 The Owners hereby agree and covenant with the Developer not to let out, mortgage and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

#### ARTICLE - XI - DEVELOPER'S OBLIGATIONS

11. The Developer hereby agree and covenants with the owners to complete the construction of the new building(s) at the said premises in terms of the sanctioned plan/s within 48(Forty Eight) months from the date of execution of this presents. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part or the Developer in the course of construction.

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ARTICLE - XII- OWNERS' INDEMNITY

Page 12 of 15

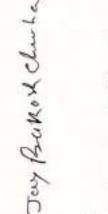


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12.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

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12.2 The owner hereby undertake to keep the Developer indemnified against all THIRD PARTY claims and actions against the aforesaid premises.

#### ARTICLE XIII- DEVELOPER'S INDEMNITY

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

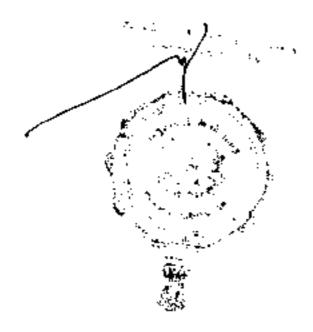
#### ARTICLE XIV- MISCELLANEOUS

IP

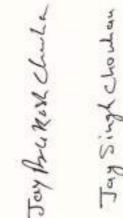
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- 14.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the Developer and the Owners in any manner nor shall the parties hereto constitute as an association of persons.
- 14.2 It is understood that from time to time to facilitate the construction of the new building at the said premises by the Developer, various deeds, matters and thing not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the owners relating to which specific provisions may not have been made herein and the owners hereby undertake to do all such acts, deeds, and things that may be reasonably required to be done in the matter and the owners shall further execute any such additional power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owners also undertake to, sign and execute all such additional applications and other documents as the case may be provided that all such acts, deeds, maters and things do not in any way infringe the right to the owners and/or go against the spirit of this agreement.
- 14.3 The Developer shall frame, scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Associations/Holding Organization and hereby give their consent to abide by the same.

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

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- 14.5 That all of the Owners, Developer and its transferees shall have the common rights in all stair cases, passages, roof etc. of the building and each one shall be entitled to use and utilize the same without causing any disturbance to others.
- 14.6 The Developer shall decide the name of the new building complex to be constructed on the said premises.
- 14.7 That all income tax liability in connection with construction of the aforesaid building (excluding the Owner's share) and profit arising from sale of Developer's share in the said building shall be borne by the Developer.
- 14.8 That the income tax/GST liability of the Owners/First Party, if any, arising out of this agreement shall be borne by the Owners/First Party.

#### ARTICLE X -FORCE MAJEURE

- 15.1 The parties hereto shall not be considered to be liable for any obligations hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force Majeure.
- 15.2 Force majeure shall mean flood, earthquake, riot, war, storm, tempest civil commotion and/or any other act or commission beyond the control of the parties hereto.

#### ARTICLE XVI- ARBITRATION

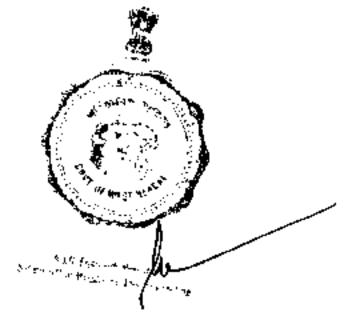
16. In case if any dispute, difference or question arising between the parties hereto with regards to this agreement, the same shall be referred to arbitration under the provisions of the Arbitration and conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

#### THE SHCEDUE OF LAND ABOVE REFERRED TO DESCRIPTION OF THE PREMISES.

All that piece or parcel of land measuring **0.695** comprising R.S. Plot No.307 (area measuring 0.26 Acre), recorded in R.S. Khatian No.4, and also comprising R.S. Plot Nos. 311 (area measuring 0.234 Acre), 312 (area measuring 0.11 Acre) & 313(area measuring 0.091 Acre), recorded in R.S. Khatian No.61/1, within Mouza Mandlaguri, Pargana Patharghata, J.L. No.107, within Ward No. XLVI of Siliguri Municipal Corporation, under the jurisdiction of P.S. Pradhan Nagar, Dist. Darjeeling.



Page 14 of 15



0'3 SEP. 2019

 The said land is butted and bounded as follows:

 NORTH
 :
 4.6 Meter wide Road;

 SOUTH
 :
 7.25 Meter wide Road;

 EAST
 :
 Land of Raj Kumar Singh and others;

 WEST
 :
 Vacant land of Dr. Gupta.

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

WITNESSES: 1. JAG MOHAN PODDAR Sto-Sin Robert Poddar Millan Pally P.O.S.P.S-Silipen Dise: Daneeling. 2. Adilya Agamoat \$10 Shi Kishan Kunan Againal, Ponyati Para P.S. & P.S. Silig Dist - Dayell

Jay Brakert chuhan Jay Single Choulan

(OWNERS)

Darjesting Real Estate Agents & Developers Leseth Kiner Partner (DEVELOPER)

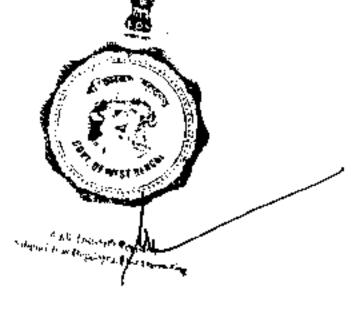
Drafted by me, printed in my office and I read over and explained the contents of this agreement to the parties.

Debdip Dutta 03/09/19

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

Page 15 of 15

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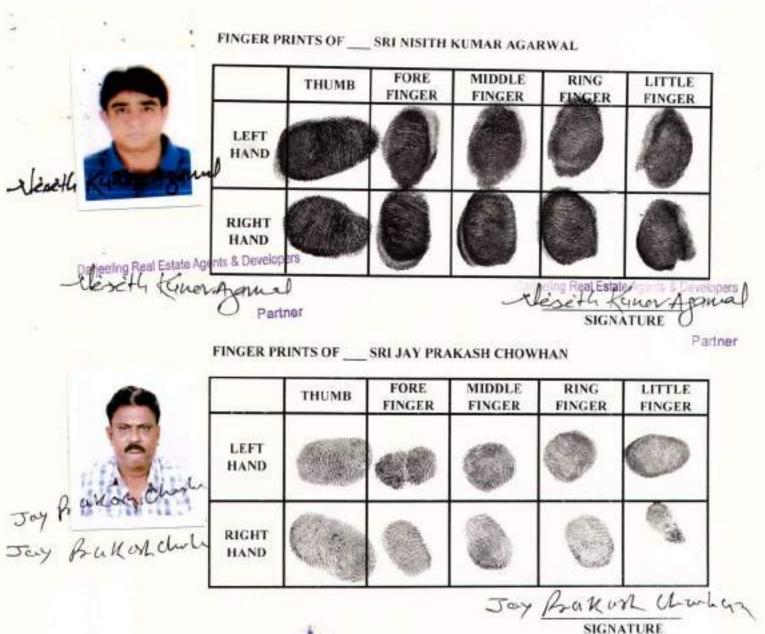


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- # 3 SEP 2019



FINGER PRINTS OF \_\_\_\_\_ SRI JAY SINGH CHOUHAN

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SIGNATURE



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## Government of India

নিশিখ কুমার আগরওয়াল Nisith Kumar Agarwal পিতা : ভিমরাজ অগরওয়াল Father : BHIMRAJ AGARWAL জন্মতারিখ / DOB : 12/01/1972 পুরুষ / Male

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### ভারতায় বিশিষ্ঠ পারচয় প্রাধিকরণ Unique Identification Authority of India আধার ঠিকানা: শ্যামা কুঁজ ওয়াড 40, প্রনামি স্কুল রোড লাস্ট, শিলিগুডি, শিলিগুড়ি (পৌরসভা), সেবকরোড, জলপাইগুডি, পশ্চিম বঙ্গ, 734001

Address:

shyama kunj ward number 40, PRANAMI school road last, SILIGURI, Siliguri (M.Corp.), Sevoke Road, Jalpaiguri, West Bengal, 734001



112030-00250-00112 Alesith Kuner Agencel.

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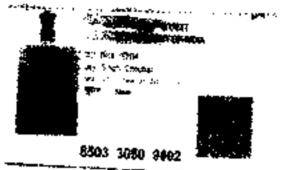
Jay Singh Chowhan

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#### Major Information of the Deed

Deed No :	1-0403-05352/2019	Date of Registration	03/09/2019	
Query No / Year 0403-0001421501/2019		Office where deed is registered		
Query Date	uery Date 02/09/2019 10:06:10 AM		District: Darjeeling	
Applicant Name, Address & Other Details	Debdip Dutta Nazrul Sarani, Ashrampara,Thana : Siliguri, Dist 9832011365, Status :Advocate	rict : Darjeeling, WEST BENG	AL, Mobile No. :	
Transaction		Additional Transaction		
[0110] Sale, Development / agreement	Agreement or Construction			
Set Forth value		Market Value		
		Rs. 9,67,76,205/-		
Stampduty Paid(SD)		Registration Fee Paid		
Rs. 75,000/- (Article:48(g))		Rs. 7/- (Article:E)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.( area)			

#### Land Details :

District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: Champasari Road(champasari more to 2nd bridge), Road Zone : (SBI Bank – 1st Bridge), Mouza: Mandlaguri, JI No: 85, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land		Market Value (In Rs.)	Other Details
L1	RS-307	RS-4	Bastu	Bastu	0.26 Acre		3,62,04,048/-	Width of Approach Road: 24 Ft.,
L2	RS-311	RS-61/1	Bastu	Bastu	0.234 Acre		3,25,83,643/-	Width of Approach Road: 24 FL,
L3	RS-313	RS-61/1	Bastu	Bastu	0.091 Acre			Width of Approach Road: 24 Ft.,
L4	RS-312	RS-61/1	Bastu	Bastu	0.11 Acre		1,53,17,097/-	Width of Approach Road: 24 Ft.,
		TOTAL :			69.5Dec	0 /-	967,76,205 /-	
	Grand	Total :			69.5Dec	0 /-	967,76,205 /-	

#### Land Lord Details :

SI No	Name,Address,Photo,Finger p	print and Signatu	re	
1	Name	Photo	Finger Print	Signature
1	Shri Jay Prakash Chowhan Son of Late Shib Prasad Chowhan Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office	-AA		Juy Broksh Umila
		01080019	E3/09/2015	01082019

04/09/2019 Query No:-04030001421501 / 2019 Deed No :1 - 040305352 / 2019, Document is digitally signed.

Uttar Mallaguri,

Kalibari Main Road, Champasari, P.O:- Pradhan Nagar, P.S:- Pradhan Nagar, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734003 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFQPC4541K, Aadhaar No: 23xxxxxx4088, Status :Individual, Executed by: Self, Date of Execution: 03/09/2019

, Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office

Name	Photo	Finger Print	Signature
Shri Jay Singh Chouhan (Presentant) Son of Late Shib Prasad Chouhan Executed by: Self, Date of Execution: 03/09/2019 , Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office	阚		Jaysnyk Chorchan .
	63/09/2019	1309/2019	\$3/09/2019

Executed by: Self, Date of Execution: 03/09/2019

, Admitted by: Self, Date of Admission: 03/09/2019 ,Place : Office

#### **Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
	Darjeeling Real Estate Agents & Developers Neelkamal Plaza, Hillcart Road, P.O Siliguri, P.S Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001, PAN No.:: AAJFD0844L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

#### Representative Details :

SI No	Name,Address,Photo,Finger print and Signature					
1	Name	Photo	Finger Print	Signature		
	Shri Nisith Kumar Agarwal Son of Late Bhimraj Agarwal Date of Execution - 03/09/2019, Admitted by: Self, Date of Admission: 03/09/2019, Place of Admission of Execution: Office	A		eles the Kungand		
		Sep 3 2018 1:44PM	LTI 03/09/2019	00/06/2019		
	Shyamakunj, Punjabipara, P.O Haidarpara, P.S Bhaktinagar, Siliguri Mc, District:-Jalpaiguri, West Bengal, India, PIN - 734006, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: ACCPA8183G, Aadhaar No: 49xxxxxx2381 Status : Representative, Representative of : Darjeeling Real Estate Agents & Developers (as Partner)					

Identifier Details :

Name	Photo	Finger Print	Signature	
Shri Jagmohan Poddar Son of Shri Rohit Poddar Milanpally., P.O Siliguri, P.S:- Siliguri, Siliguri Mc, District-Darjeeling, West Bengal, India, PIN - 734005	10		Gradianporter	
	00/06/2019	03/09/2019	63/09/2019	

Identifier Of Shri Jay Prakash Chowhan, Shri Jay Singh Chouhan, Shri Nisith Kumar Agarwal

Transf	fer of property for L1		
SI.No	From	To. with area (Name-Area)	
1	Shri Jay Prakash Chowhan	Darjeeling Real Estate Agents & Developers-13 Dec	
2	Shri Jay Singh Chouhan	Darjeeling Real Estate Agents & Developers-13 Dec	
Trans	fer of property for L2		
SI.No	From	To. with area (Name-Area)	
1	Shri Jay Prakash Chowhan	Darjeeling Real Estate Agents & Developers-11.7 Dec	
2	Shri Jay Singh Chouhan	Darjeeling Real Estate Agents & Developers-11.7 Dec	
Trans	fer of property for L3		
SI.No	From	To. with area (Name-Area)	
1	Shri Jay Prakash Chowhan	Darjeeling Real Estate Agents & Developers-4.55 Dec	
2	Shri Jay Singh Chouhan	Darjeeling Real Estate Agents & Developers-4.55 Dec	
Trans	fer of property for L4		
SI.No	From	To. with area (Name-Area)	
1	Shri Jay Prakash Chowhan	Darjeeling Real Estate Agents & Developers-5.5 Dec	
2	Shri Jay Singh Chouhan	Darjeeling Real Estate Agents & Developers-5.5 Dec	

#### Endorsement For Deed Number : I - 040305352 / 2019

#### On 03-09-2019

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

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

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

Presented for registration at 13:13 hrs on 03-09-2019, at the Office of the A.D.S.R. BAGDOGRA by Shri Jay Singh Chouhan , one of the Executants.

#### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 9,67,76,205/-

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

Execution is admitted on 03/09/2019 by 1. Shri Jay Prakash Chowhan, Son of Late Shib Prasad Chowhan, Uttar Mallaguri,

Kalibari Main Road, Champasari, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business, 2. Shri Jay Singh Chouhan, Son of Late Shib Prasad Chouhan, North Mallaguri, Near Kadamtala, P.O: Pradhananagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business

Indetified by Shri Jagmohan Poddar, . . Son of Shri Rohit Poddar, Millanpally,, P.O: Siliguri, Thana: Siliguri, . City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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

Execution is admitted on 03-09-2019 by Shri Nisith Kumar Agarwal, Partner, Darjeeling Real Estate Agents & Developers (Partnership Firm), Neelkamal Plaza,

Hillcart Road, P.O.- Siliguri, P.S.- Siliguri, Siliguri Mc, District:-Darjeeling, West Bengal, India, PIN - 734001

Indetified by Shri Jagmohan Poddar, , , Son of Shri Rohit Poddar, Millanpally., P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

#### Payment of Fees

Certified that required Registration Fees payable for this document is Rs 7/- ( E = Rs 7/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 7/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2019 12:19PM with Govt. Ref. No: 192019200067938071 on 03-09-2019, Amount Rs: 7/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 118765174 on 03-09-2019, 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 100/-, by online = Rs 74,900/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs. 10/-

 Stamp: Type: Impressed, Serial no 10, Amount: Rs.100/-, Date of Purchase: 02/09/2019, Vendor name: S S Roy Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 03/09/2019 12:19PM with Govt. Ref. No: 192019200067938071 on 03-09-2019, Amount Rs: 74,900/-, Bank: Bank of Boroda (BARBOINDIAE), Ref. No. 118765174 on 03-09-2019, Head of Account 0030-02-103-003-02

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

Darjeeling, West Bengal

04/09/2019 Query No:-04030001421501 / 2019 Deed No :1 - 040305352 / 2019, Document is digitally signed.

Page 29 of 30

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I Volume number 0403-2019, Page from 121224 to 121253 being No 040305352 for the year 2019.



Jung Lords

Digitally signed by SURAJ LEPCHA Date: 2019.09.04 10:26:50 +05:30 Reason: Digital Signing of Deed.

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(Suraj Lepcha) 04/09/2019 10:25:37 ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BAGDOGRA West Bengal.

(This document is digitally signed.)

04/09/2019 Query No: 04030001421901 / 2019 Deed No. 1 - 040305352 / 2019. Document is digitally signed.