

SL- 7990/22

T- 7817/2022



পশ্চিমবঙ্গ পশ্চিম বিংগাল WEST BENGAL

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G 939817

64
18/08/2022
Dh. 2176093-

: 1 : *Formation of Agreed*

JINDAL CONSTRUCTIONS
Rakesh Jindal / PARTNER

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 18th DAY
OF AUGUST 2022.

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

Addl. District Sub-Registrar,
Siliguri-II at Bagdogra.

G
18 AUG 2022

0003

SL NO. 16603 Date. 19.7.2022

PURCHASER. Sivalal Construction

Full Address. Sivapuri

Total Value. 5000/-

Stamp Purchased from JPG Treasury-4

STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. BSR Office, Rajganj, Jalpaiguri

₹18000/-



Addl. Distt Sub Registrar
Sylhet-II at Bongaigaon, Dist Darjeeling

18 AUG 2022

Purnima Devi Agarwal

JINDAL CONSTRUCTIONS
Rajesh Agarwal
PARTNER

: 2 :

SMT PURNIMA DEVI AGARWALA alias **PURNIMA DEVI AGARWAL**, wife of Late Bishwambar Lal Agarwal , Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O and P.S Siliguri, District Darjeeling, hereinafter called the **"LAND OWNER/FIRST PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) of the **"FIRST PART".(PAN: AWEPA5915A)**.

AND

"JINDAL CONSTRUCTIONS ", a Partnership Firm, having its office at 1729/3, Sevoke Road, Bankim Nagar, Sarkar Para, Siliguri, PIN-734001, District Jalpaiguri, in the State of West Bengal, represented by its Partner, **SRI RAJESH AGARWAL**, son of Late Bishwambar Lal Agarwal, Hindu by Religion, Business by Occupation, Resident of Krishna Lamps and Lights, Sevoke Road, Opp. Gurunanak Market, Ward No.11, P.O. & P.S. Siliguri, District Darjeeling – hereinafter called the **"DEVELOPER/SECOND PARTY"** (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, executors, successors, representatives administrators and assigns) of the **"SECOND PART".(PAN: AASFJ2057L)**.

WHEREAS the abovenamed Vendor, **SMT PURNIMA DEVI AGARWALA**, had purchased land measuring 8 Bigha and 0.07 Acre from Sri Pradeep Singh Arora, son of Sri Narendra Singh Arora, by virtue of a Registered Deed of Sale, dated 09.09.1985, being Document No. I- 430 for the year 1985 and the same was registered in the Office of the District Sub-Registrar Darjeeling.

Parmanand Agarwal

JINDAL CONSTRUCTIONS
JINDAL
PARTNER

: 3 :

AND WHEREAS the First Party being interested in constructing a Ground + 3 Storied Residential Cum Commercial Building on part of aforesaid land measuring 58.636 Decimals more fully described in Schedule-A below approached the Second Party to construct a Ground + 3 Storied Residential Cum Commercial Building on the aforesaid land and the Second Party has agreed to the offer of the First Party to construct a Ground + 3 Storied Residential Cum Commercial Building on the said land of the First Party on the following terms and conditions :-

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-

1. THAT the Second Party has examined the title and all documents of the Schedule property and has agreed to promote the said complex on the plot of land mentioned in the Schedule given herein below, as per plans, elevations, designs, drawings and specifications approved by the appropriate authority/ies at its own cost and shall for the identity of the building use appropriate nomenclature of its choice.
2. THAT the Second Party will construct a Ground + 3 Storied Residential Cum Commercial Building, the plan prepared for which will be approved by the appropriate authority at its own cost.
3. THAT any modification in the plans, elevations, designs, drawings and specifications approved from the appropriate authority will be at the cost of the Second party.
4. THAT the First Party undertakes to signify her consent to the plans, elevations, designs, drawings, specifications etc. as proposed by the Second Party and to sign it and all other incidental and necessary papers for approval of the building plan.

Ramona D.V.M Agarwal

JINDAL CONSTRUCTIONS


JAYANT JINDAL
PARTNER

: 4 :

5. That out of the total constructed area, the portion fully described in the Schedule- B below shall belong to the First Party/Land owner (Land Owner's Allocation) and the entire remaining portion described in Schedule-C below shall belong to the Developer/Second Party (Developer's Allocation) without any objection from the landlord.
6. That the construction of the building shall be completed within 3 years from the date of passing of the Plan.
7. That in case some adjustments have to be made in the construction of the building due to the direction of the SJDA, the area to be allotted to the First Party and Second Party may vary and both the Parties shall be bound to accept it.
8. THAT the second party shall submit the L.U.C.C. of the proposed building to the appropriate authority for obtaining sanctioned building plan and shall complete construction & handover the owner's area within 3 (three) Years from the date of approval of the building plan and the same may be extended for another six months due to some unavoidable circumstances.
9. THAT the Second Party shall be entitled to realize and receive any advances, sale consideration, baina, salami, premium, rent, lease premium, lease rent or in other form from any party against sale, lease, tenancy, etc., in respect to the DEVELOPER'S AREA.
10. THAT the First Party also undertake to execute a Irrevocable Registered Power of Attorney in favour of the second party for occupation, sale, gift, mortgage, let-out, lease-out, exchange or transfer/assign otherwise the "DEVELOPER'S AREA".

Promodh Agrawal

JINDAL CONSTRUCTIONS
D. D. Agrawal
PARTNER

: 5 :

11. THAT the first parties apart from the power of attorney shall also execute all necessary papers and documents from time to time as may be required by the second party for construction of the said complex and transfer of the title to the "DEVELOPER'S AREA" in favour of the second party or any person/s to the choice of the second party and the second party will sign as confirming party in the said Deed of Transfer.
12. THAT all the cost of transfer of title, i.e., stamp duty, registration fee, etc. for transfer of the "DEVELOPER'S AREA" shall be borne by the second party and/ or its nominee/s or intending purchaser/s.
13. THAT the parties of both the parts shall have imparible and proportionate share in the land on which the said complex will be constructed.
14. THAT the First Party shall handover the possession of the said property to the second party for the purpose of construction of the said complex and the second party shall use the said property for the purpose of construction. The Second Party may store the building materials as per requirement, keep the guard chowkidar or any other staff or may take other security measures.
15. THAT if at any time it is found that the said land described in the schedule is encumbered the first party will be liable to make it unencumbered at her own cost.
16. THAT all taxes and dues payable by the first party relating to the period prior to the execution of these presents/ commencement of the construction of the building shall be payable by the first party.

Rajesh Dhamija

: 6 :

17. THAT both the parties shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gains, wealth tax, income tax and /or any other taxes that may arise due to the development of the property shall be borne by the parties in proportion to their share in the said complex.

18. THAT the second party shall construct the said complex at its own cost and engaging direct labourers or through the contractor/s of its choice as per approved plan and the second party shall construct the said complex in accordance with the rules and guidelines of the Siliguri Municipal Corporation and if any violation is made then the second party will be solemnly responsible.

19. THAT the First Party will not object and/or obstruct during construction. If the construction is stopped/ delayed due to failure on the part of the first party inspite of the second party's eagerness to complete the construction, the first party shall adequately compensate the second party and vice-versa.

That the First Party can never compel the second party to entertain/comply with any sort of verbal statement and/or assurance.

20. THAT the second party may advertise in the media for sale and/or letting out the developers area in the said complex at its cost.

21. That the second party will act as per provisions of West Bengal Apartment Ownership Act, 1972 and if the second party fails to comply with any provisions of above act then the second party will be liable for any fine, damages imposed by the authority.

Power of Attorney

JINDAL CONSTRUCTIONS
Rajesh Kumar
PARTNER

: 7 :

22. THAT in case of any dispute arising out of this agreement or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this agreement or any other matter, it shall be first mutually decided with the collaboration of the third person and if the matter is not settled than either of the parties may approach the Court of Law.
23. That if this agreement fails to materialise due to the unlawful interference of the First Party, or her invalid title in respect of the below scheduled land or due to the encumbrances if any, then in that case the First Party shall be liable and responsible for the cost and expenses incurred by the Second Party alongwith the damages and with interest @ 12% per annum to the Second Party.
24. That the First Party further agrees that nor the powers and authorities as given hereinabove to the Second Party neither the POWER OF ATTORNEY executed in favour of the Second Party can under any circumstances be rescind or cancelled during the pendency or continuance and till the time this agreement is in force.
25. That in case of any changes in Govt. rules, laws policies affecting the construction work, the effect shall be borne by both parties.
26. That any further matter arising out of this Agreement which has not been specifically clarified, shall be mutually dealt with and decided.
27. That the parties are entitled to use Specific Performance of Contract against each other to execute the terms and conditions of this agreement.

Parmanand Agarwal

JINDAL CONSTRUCTIONS
Parmanand Agarwal
PARTNER

: 8 :

SCHEDULE- A

All that piece or parcel of Vacant land measuring 58.636 Decimals, situated at Mouza Panchanoi, J.L. No. 27, Pargana – Patharghata, within the limits of Gram Panchayat Area, Police Station -Matigara, in the District of Darjeeling. The Plot wise area is mentioned herein below.

Plot Wise Distribution of Land :-

L.R PLOT NO.	L.R KHTIAN NO.	AREA IN DECIMALS
430	712	57 Decimals
359	712	1.636 Decimals
	TOTAL AREA	58.636 Decimals

The said land and building is bounded and butted as follows:-

North ... High Land Park;

South ... 23 Feet Wide Road;

East ... Land of L.R Plot No.430;

West ... 13 Feet Wide Private Road;

Parvinder Agarwal

JINDAL CONSTRUCTIONS
PARTNER
Rakesh Dhand

: 9 :

SCHEDULE- B (LANDOWNER ALLOCATION)

A. Flats in Ground Floor

I- 923 Sq. Ft.
L-906 Sq. Ft.
M-901 Sq. Ft.

B. Flats in 1st Floor

1 st Floor 2BHK	1 st Floor 3BHK
K-876 Sq. Ft.	D-1240 Sq. Ft.
L-906 Sq. Ft.	E-1240 Sq. Ft.
M-901 Sq. Ft.	F-1240 Sq. Ft.

C. Flats in 2nd Floor

2 nd Floor 2BHK	2 nd Floor 3 BHK
K-876 Sq. Ft.	D-1240 Sq. Ft.
L-906 Sq. Ft.	E-1240 Sq. Ft.
M-901 Sq. Ft.	F-1240 Sq. Ft.

Parmanand Agarwal

JINDAL CONSTRUCTIONS
Parmanand Agarwal
PARTNER

: 10 :

D. Flats in 3rd Floor

3 rd Floor 2BHK	3 rd Floor 3BHK
K-876 Sq. Ft.	D-1240 Sq. Ft.
L-906 Sq. Ft.	E-1240 Sq. Ft.
M-901 Sq. Ft.	F-1240 Sq. Ft.

E. Total 18 Number of Parking Spaces

F. 3 Shops

SHOP NO.	
3	362 Sq. Ft.
5	355 Sq. Ft.
6	244 Sq. Ft.

SCHEDULE- C (DEVELOPER'S ALLOCATION)

All that entire remaining constructed Area of the Ground + 3 Storied Residential Cum Commercial Building on the land fully described in Schedule-A above, except the portion described in the Schedule-B mentioned above.

: 11 :

IN WITNESSES WHEREOF both the parties have put their signatures on these presents on the day month and year first above written.

WITNESSES :

1. *Asopal Roy*
Shobnir Animeshwar Roy
East Chayan Para
P.O - Chogomali
P.S - Bhaktinagar
Dist - Jalpaiguri

2. *Mary Concepta Rozeiro*
W/o Mr. Peter Johny Rozeiro
South Elefasel
P.O - Senoke Road
P.S - Bhaktinagar
Dist - Jalpaiguri

Pranav Agarwal

LAND OWNER/ FIRST PARTY

JINDAL CONSTRUCTIONS

Rajesh Baruji
PARTNER

SECOND PARTY/DEVELOPER

Drafted by me and
printed in my office

Manoj Agarwal

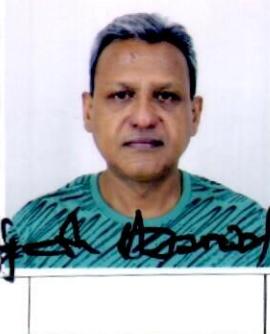
MANOJ AGARWAL
Advocate, Siliguri.
(Enrl No. F-505/434 of 1997)



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

Purnima Daul Agarwal

Signature



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

JINDAL CONSTRUCTIONS

Rajesh Daul Agarwal

Signature

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Aspar Ben

Signature of Identifier

Major Information of the Deed

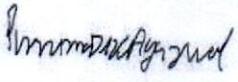
Deed No :	I-0403-07817/2022	Date of Registration	18/08/2022
Query No / Year	0403-2002476093/2022	Office where deed is registered	
Query Date	16/08/2022 12:10:51 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	MANOJ AGARWAL Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7602241704, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Stampduty Paid(SD)	Rs. 2,66,44,389/-		
Rs. 40,020/- (Article:48(g))	Registration Fee Paid		
Rs. 21/- (Article:E, E, E)			
Remarks			

Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Panchani, JI No: 27, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-430 (RS :-)	LR-712	Bastu	Danga	57 Dec	2,59,00,985/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
L2	LR-359 (RS :-)	LR-712	Bastu	Danga	1.636 Dec	7,43,404/-	Width of Approach Road: 23 Ft., Adjacent to Metal Road,
TOTAL :				58.636Dec	0/-	266,44,389/-	
Grand Total :				58.636Dec	0/-	266,44,389/-	

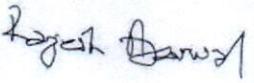
Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Smt Purnima Devi Agarwal (Presentant) Wife of Late BISHWAMBAR LAL Agarwal Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Office			
		18/08/2022	LTI 18/08/2022	18/08/2022
City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AWxxxxxx5A, Aadhaar No: 79xxxxxxxxx1365, Status :Individual, Executed by: Self, Date of Execution: 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 ,Place : Office				

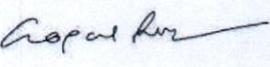
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JINDAL CONSTRUCTIONS 1729/3, City:- Siliguri Mc, P.O:- Bankim Nagar, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734005 , PAN No.: AAxxxxxx7L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Mr RAJESH AGARWAL Son of Late BISHWAMBAR LAL AGARWAL Date of Execution - 18/08/2022 , Admitted by: Self, Date of Admission: 18/08/2022 , Place of Admission of Execution: Office			
		Aug 18 2022 1:09PM	LTI 18/08/2022	18/08/2022
City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: acxxxxxx1h, Aadhaar No: 89xxxxxxxx4496 Status : Representative, Representative of : JINDAL CONSTRUCTIONS (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr GOPAL ROY Son of Mr GUNESHWAR ROY City:- Siliguri Mc, P.O:- GHOGHOMALI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001			
	18/08/2022	18/08/2022	18/08/2022
Identifier Of Smt Purnima Devi Agarwal, Mr RAJESH AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Smt Purnima Devi Agarwal	JINDAL CONSTRUCTIONS-57 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Smt Purnima Devi Agarwal	JINDAL CONSTRUCTIONS-1.636 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Panchani, JI No: 27, Pin Code : 734001

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 430, LR Khatian No:- 712	Owner: পুর্ণীমা দেবী আগরওয়াল, Gurdian: বী. এল. আগরওয়াল, Address: সেক্ষক রোড, শিলিগুড়ি, Classification: ডাঙা, Area: 0.92000000 Acre,	Smt Purnima Devi Agarwal
L2	LR Plot No:- 359, LR Khatian No:- 712	Owner: পুর্ণীমা দেবী আগরওয়াল, Gurdian: বী. এল. আগরওয়াল, Address: সেক্ষক রোড, শিলিগুড়ি, Classification: কুপনী, Area: 0.97000000 Acre,	Smt Purnima Devi Agarwal

On 18-08-2022

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

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

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

Presented for registration at 12:58 hrs on 18-08-2022, at the Office of the A.D.S.R. BAGDOGRA by Smt Purnima Devi Agarwal ,Executant.

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 2,66,44,389/-

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

Execution is admitted on 18/08/2022 by Smt Purnima Devi Agarwal, Wife of Late BISHWAMBAR LAL Agarwal, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business

Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

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

Execution is admitted on 18-08-2022 by Mr RAJESH AGARWAL, PARTNER, JINDAL CONSTRUCTIONS (Partnership Firm), 1729/3, City:- Siliguri Mc, P.O:- Bankim Nagar, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734005

Indetified by Mr GOPAL ROY, , , Son of Mr GUNESHWAR ROY, P.O: GHOGHOMALI, Thana: Bhaktinagar, , City/Town SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21/- (E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 21/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2022 8:11AM with Govt. Ref. No: 192022230100109081 on 17-08-2022, Amount Rs: 21/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 392080153 on 17-08-2022, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,020/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 16603, Amount: Rs.5,000/-, Date of Purchase: 19/07/2022, Vendor name: J R Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/08/2022 8:11AM with Govt. Ref. No: 192022230100109081 on 17-08-2022, Amount Rs: 35,020/-, Bank: Punjab National Bank (PUNB0010000), Ref. No. 392080153 on 17-08-2022, Head of Account 0030-02-103-003-02



Yogen Tshering Bhutia

ADDITIONAL DISTRICT SUB-REGISTRAR

OFFICE OF THE A.D.S.R. BAGDOGRA

Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2022, Page from 170595 to 170613

being No 040307817 for the year 2022.



Digitally signed by YOGEN TSHERING
BHUTIA
Date: 2022.09.01 12:44:26 +05:30
Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 2022/09/01 12:44:26 PM

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

(This document is digitally signed.)