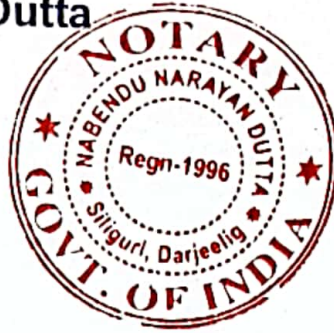


Nabendu Narayan Dutta
NOTARY
GOVT. OF INDIA



Professional Address :
Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
Ph. : 2514713

Serial No. Date : 13.2.2020

Notarial Certificate

(Pursuant to Section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come I Sri. N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri. Advocate as to the matters contained there in presented before me.

Accordingly to that this is to certify, authenticate and attest that the annexed instrument 'A' is the :

*Development Agreement /
executed by and in between
the parties mentioned*

PRIME FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs occasions shall or may require for the same.

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 13th day of February The year of Christ 2020...



NOTARIAL STAMP

The executents is / are identified by me

Advocate

NABENDU NARAYAN DUTTA
Nabendu Narayan Dutta
Notary
Notary Govt. of India
Siliguri, Dist. Darjeeling
Siliguri, Darjeeling



CENINFRA CONSULTANT (OPC) PVT. LTD.

Director

For CENSUS CONSULTANT

Authorised Signatory

ARALIAS INFRATCH

PARTNER

ARALIAS INFRATCH

PARTNER

ARALIAS INFRATCH

PARTNER

DEVELOPMENT AGREEMENT

THIS ARTICLE OF DEVELOPMENT AGREEMENT is made on this the _____ day of **FEBRUARY TWO THOUSAND TWENTY FOUR (2024)** Christian Era.

BETWEEN

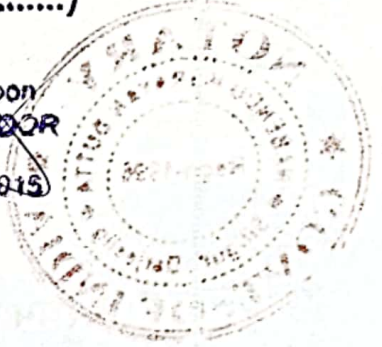
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

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NON JUDICIAL STAMP

Sl. No. 296 Dated: 07/02/24
Name: Enin Pr Consultant (Pvt) Ltd
Of: 9 of New Haryang
Value Rs. 100 (Rupees 100)

Sandhya Saha Goon
GOVT. STAMP VENDOR
Siliguri Court
L/No. - 174RM OF 2015



AR 758298

REVENUE

REVENUE

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REVENUE

DEVELOPMENT AGREEMENT

THIS ARTICLE OF DEVELOPMENT AGREEMENT is made on the 07th day of FEBRUARY TWO THOUSAND TWENTY FOUR (2024)

Christian Era

BETWEEN

Shri. Pr. Consulting
Company, Govt of India
New Delhi

CENINFRA CONSULTANT (OPC) PVT. LTD.

Bai
Director

For CENSUS CONSULTANT

Bai
Authorised Signatory

ARALIAS INFRATECH

Bai
PARTNER

ARALIAS INFRATECH

Mayank Bhaskar
PARTNER

ARALIAS INFRATECH

Mayank Bhaskar
PARTNER

1. CENINFRA CONSULTANT (OPC) PRIVATE LIMITED [PAN No. AAGCC7679A], a Private Limited Company registered under the provision of The Companies Act, 1956 having its registered office at Ground Floor, 1161 Sector 38, Post Office & Police Station -Gurgoan, Dist: Gurgoan, Pin Code: 122001, in the State of Haryana, represented by one of its director namely **SRI SRISH BHASKAR RAI [PAN No. BARPR1874D] [AADHAR No. 7268 6067 3453]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office & Police Station - Gurgoan, Dist: Gurgoan, Pin code - 122018, in the State of Haryana, by virtue of a resolution taken by the director of the said company unanimously in its board meeting held on at the company's registered office and **2. CENSUS CONSULTANT** a Sole Proprietorship firm, having its registered office at Block-D, FF 8, First Floor Omaxe Gurgaon Mall, Sector 49 Sohna Road, Post Office & Police Station: Gurgaon, Dist: Gurgoan, Pin code - 122018, in the State of Haryana, represented by its Proprietor namely **SRI SRISH BHASKAR RAI [PAN No. BARPR1874D] [AADHAR No. 7268 6067 3453]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office & Police Station - Gurgoan, Dist: Gurgoan, Pin code - 122018, in the State of Haryana, hereinafter referred to and called as "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **ONE PART**.

AND

ARALIAS INFRA TECH (PAN NO. AC DFA7693L), a partnership firm, having its office at Lila Press Complex, Shiv Mandir, Post Office- Kadamtala, Police Station: Matigara, District- Darjeeling, Pin code- 734011, in the State of West Bengal, represented by its partners namely (1) **SRI SRISH BHASKAR RAI [PAN No. BARPR1874D] [AADHAR No. 7268 6067 3453]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office & Police Station - Gurgoan, Dist: Gurgoan, Pin code - 122018, in the State of Haryana, (2) **SRI MAYANK BHASKAR [PAN No. ARVPB3864H] [AADHAR No. 2898**

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

Bay
Director

For CENSUS CONSULTANT

Bay
Authorised Signatory

ARALIAS INFRATCH

Bay
PARTNER

ARALIAS INFRATCH

Nayank Bhattacharjee
PARTNER

ARALIAS INFRATCH

Shankar
PARTNER

3093 3561], son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 10-A, Elite Tower, 10 Belgravia, Central Resorts, Near Subhash Chowk, Islampur (97), Post Office & Police Station - Gurgoan, Dist: Gurgoan, Pin code - 122018, in the State of Haryana, **(3) SRI BHUPENDRA SHARMA [PAN No. AZQPS7427L] [AADHAR No. 5472 5305 8663]**, son of Late Rajendra Sharma, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at 72, Golden Square, (Ghera Bari), Asian Highway 02, Beside Embee Delight, DigliJote, Baramohan Singh, Post Office - Sushrutnagar, Police Station- Matigara, District- Darjeeling, Pin- 734012, in the State of West Bengal, hereinafter called the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-office and assigns) of the **OTHER PART**.

WHEREAS:

By one Sri Bhakta Bir Pradhan, Son of Late Hasta Bahadur Pradhan hereof became sole and absolute owner in possession of vacant land area measuring **824 Decimals** in two different Sale Deeds as (i) Vacant Land Area measuring **638 decimals**, appertaining to and forming part of R. S. Plot nos. 7, 8, 9, 34, 35, 36, 37 & 38 corresponding to L. R. Plot Nos. 13, 14, 30, 32, 34, 35, 39, 40 & 46 recorded in R. S. Khatian Nos. 15/1, 113, 12 and 222 corresponding to L. R. Khatian No. 255, situated within Mouza - **RADHA**, J. L. No.72, Police Station -Phansidewa, District - Darjeeling by virtue of Deed of Sale being no. **I - 4854 for the year 2012**, dated 22/5/2012, executed by one Sri Biswajit Roy, son of Late Harendra Nath Roy, registered in the office of A. D. S. R., Siliguri -II at Bagdogra, District -Darjeeling, recorded in Book No. I, C.D. Volume no. 13, pages no. 3153 to 3168 for the year 2012, and No.(ii) Vacant Land Area measuring **186 decimals**, appertaining to and forming part of R. S. Plot Nos. 35 & 36 corresponding to L. R. Plot nos. 34, 35 & 37 recorded in Khatian No. 335, situated within Mouza - **RADHA**, J. L. No.72, Police Station -Phansidewa, District - Darjeeling by virtue of Deed of Sale being no. **I - 3048 for the year 2013**, dated 01/04/2013, executed by one Md. Jabbar, son of Late Md. Riyasat, registered in the office of A. D. S. R., Siliguri -II at Bagdogra, District - Darjeeling, recorded in Book No. I, C.D. Volume No. 6, pages no. 4939 to 4950 for the year 2013 having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges what-so-ever.

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

Bai
Director

For CENSUS CONSULTANT

Bai
Authorised Signatory

ARALIAS INFRATCH

Bai
PARTNER

ARALIAS INFRATCH
Nayank Bhattacharya
PARTNER

ARALIAS INFRATCH
Bhattacharya
PARTNER

2. Sri Bhakta Bir Pradhan recorded the aforesaid land in his name in the Record of Rights at the Office of B.L. & L.R.O., Phansidewa and a new L. R. Khatian, being Khatian No.792 was framed in the name of Vendor, as per provision of W.B.L.R Act 1955.

3. By a Deed of Conveyance being No. 040800121 for the year 2023, dated 3rd January, 2023, registered in the office of A.D.S.R. Siliguri - III at Ghoshpukur and recorded in Book No. I, Volume No. 1408-2023, Pages from 4642 to 4661, by Sri Bhakta Bir Pradhan sold and transferred All that piece and parcel of land Measuring **155 Decimal**, appertaining to and forming part of R.S. Plot Nos. 34, 36 & 37 Corresponding to L.R. Plot No.39 recorded in R.S. Khatian Nos. 12, 15/1, 113 & 222 Corresponding to L.R. Khatian No .792, under Mouza- **RADHA**, J.L. No.72, Police Station - Phansidewa, District-Darjeeling, Pin Code: 734433, in the State of West Bengal under Jalas Nizamtara Gram Panchayat Area to in favour of **CENINFRA CONSULTANT (OPC) PRIVATE LIMITED** and **CENSUS CONSULTANT**.

4. By a Deed of Conveyance being No. 040800329 for the year 2023, dated 4th January, 2023, registered in the office of A.D.S.R., Siliguri - III at Ghoshpukur and recorded in Book No. I, Volume No. 1408-2023, Pages from 7715 to 7734, by Sri Bhakta Bir Pradhan sold and transferred all that piece and parcel of land Measuring **145 Decimal**, appertaining to and forming part of R.S. Plot Nos. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (land area measuring 20 decimals), 32 (land area measuring 12 decimals), 40 (land area measuring 67 decimals), 46 (land area measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792, under Mouza- **RADHA**, J.L. No.72, Police Station - Phansidewa, - District-Darjeeling, Pin Code: 734433, in the State of West Bengal under Jalas Nizamtara Gram Panchayat Area to **CENINFRA CONSULTANT (OPC) PRIVATE LIMITED** and **CENSUS CONSULTANT**.

6. Thereafter, **CENINFRA CONSULTANT (OPC) PRIVATE LIMITED** and **CENSUS CONSULTANT** recorded their names in the concern B.L. & L.R.O. and obtained new L.R. Khatian Nos. 1699 and 1739 in respect of L.R. Plot No. 39 and L.R.

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

[Signature]

Director

For CENSUS CONSULTANT

[Signature]

Authorised Signatory

ARALIAS INFRATCH

[Signature]

PARTNER

ARALIAS INFRATCH

[Signature]

PARTNER

ARALIAS INFRATCH

[Signature]

PARTNER

Khatian Nos. 1748 and 1749 in respect of L.R. Plot Nos. 30, 32, 40 and 46 respectively.

7. Hence, CENINFRA CONSULTANT (OPC) PRIVATE LIMITED and CENSUS CONSULTANT, the Owners herein, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land area measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot Nos. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (Land Area measuring 20 decimals), 32 (Land Area measuring 12 decimals), 40 (Land Area measuring 67 decimals), 46 (Land Area measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to modified L.R. Khatian Nos. 1748 and 1749 and (ii) Land Area Measuring **155 Decimal**, appertaining to and forming part of R.S. Plot Nos. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to L.R. Khatian Nos. 1699 and 1793 the total area of land measuring **300 decimals** lying and situates at under Mouza- **RADHA**, J.L. No. 72, Police Station - Phansidewa, District - Darjeeling, Pin Code: 734433, under Gram Panchayat Area, West Bengal and hereinafter referred to as the "**said Premises**" and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

The Owners have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner.

The Owners herein intended to develop the said property more fully described in the Schedule -A herein under written for a land plotting project for which have entrusted the developer herein do develop and land plotting project at the costs and expenses of the Developer and in accordance to the land plotting plan to be prepared by the Developer at its sole discretion thereof.

[Signature]
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

Bai
Director

For CENSUS CONSULTANT

Bai
Authorised Signatory

ARALIAS INFRATCH
Bai
PARTNER

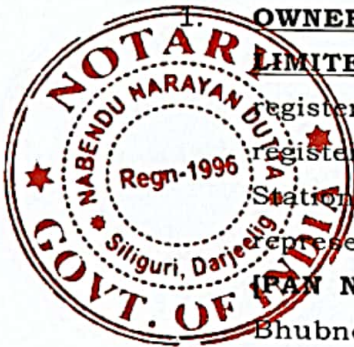
ARALIAS INFRATCH
Nayank Bhatter
PARTNER

ARALIAS INFRATCH
Bhatter
PARTNER

Now the parties herein to avoid any and/or all litigations and complications in future have agreed to enter into this Agreement under the Terms and Conditions containing hereunder.

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

DEFINITION:



OWNERS shall mean **CENINFRA CONSULTANT (OPC) PRIVATE LIMITED [PAN No. AAGCC7679A]**, a Private Limited Company registered under the provision of The Companies Act, 1956 having its registered office at Ground Floor, 1161 Sector 38, Post Office & Police Station - Gurgaon, Dist: Gurgaon, 122001, in the State of Haryana represented by one of its director namely **SRI SRISH BHASKAR RAI [PAN No. BARPR1874D] [AADHAR No. 7268 6067 3453]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office & Police Station - Gurgaon, Dist: Gurgaon, Pin code - 122018, in the State of Haryana, by virtue of a resolution taken by the director of the said company unanimously in its board meeting held on at the company's registered office and **CENSUS CONSULTANT** a Sole Proprietorship firm, having its registered office at Block-D, FF 8, First Floor Omaxe Gurgaon Mall, Sector 49 Sohna Road, Post Office & Police Station: Gurgaon, Distt. Gurgaon, Pin Code: 122018, in the State of Haryana, represented by its Proprietor namely **SRI SRISH BHASKAR RAI [PAN No. BARPR1874D] [AADHAR No. 7268 6067 3453]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office & Police Station - Gurgaon, Distt. Gurgaon, Pin code: 122018, in the State of Haryana, and include its successors-in-interest and assigns.

[Handwritten signature]

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

Director

For CENSUS CONSULTANT

Authorised Signatory

ARALIAS INFRATECH
PARTNER

ARALIAS INFRATECH
PARTNER

ARALIAS INFRATECH
PARTNER

2. **DEVELOPER** shall mean **ARALIAS INFRATECH (PAN NO. AC DFA7693L)**, a partnership firm, having its office at Lila Press Complex, Shiv Mandir, P.O.- Kadamtala, District- Darjeeling, Pincode- 734011, represented by its partners namely (1) **SRI SRISH BHASKAR RAI [PAN No. BARPR1874D] [AADHAR No. 7268 6067 3453]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office & Police Station - Gurgoan, Distt. Gurgaon, Pin code - 122018, in the State of Haryana, (2) **SRI MAYANK BHASKAR [PAN No. ARVPB3864H] [AADHAR No. 2898 3093 3561]**, son of Sri Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 10-A, Elite Tower, 10 Belgravia, Central Resorts, Near Subhash Chowk, Islampur (97), Post Office & Police Station - Gurgoan, Distt. Gurgaon, Pin code: 122018, in the State of Haryana, (3) **SRI BHUPENDRA SHARMA [PAN No. AZQPS7427L] [AADHAR No. 5472 5305 8663]**, son of Late Rajendra Sharma, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at 72, Golden Square, (Ghera Bari), Asian Highway 02, Beside Embee Delight, Diglijote, Baramohan Singh, Post Office - Sushrutnagar, Police Station- Matigara, District- Darjeeling, Pin- 734012, in the State of West Bengal and include its successors-in-interest and assigns.

3. **THE PREMISES** shall mean **ALL THAT** piece and parcel of vacant (i) Land Area measuring **145 Decimal**, appertaining to and forming part of R.S. Plot Nos. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (Land area measuring 20 decimals), 32 (Land area measuring 12 decimals), 40 (Land area measuring 67 decimals), 46 (Land area measuring 46 decimals), total area of land area measuring 145 Decimals under R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to present L.R. Khatian Nos. 1748 and 1749 and (ii) Land Area measuring **155 Decimal**, appertaining to and forming part of

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

[Signature]
Director

For CENSUS CONSULTANT

[Signature]
Authorised Signatory

ARALIAS INFRATCH

[Signature]
PARTNER

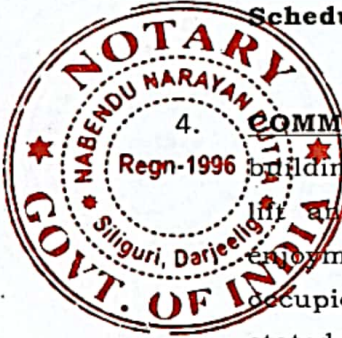
ARALIAS INFRATCH

[Signature]
PARTNER

ARALIAS INFRATCH

[Signature]
PARTNER

R.S. Plot Nos. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to present L.R. Khatian Nos. 1699 and 1793, the total area of land measuring **300 decimals** lying and situates at under Mouza- Radha, J.L. No. 72, Police Station - Phansidewa, District - Darjeeling, Pin Code: 734433 under Jalas Nizam tara Gram Panchayat Area, West Bengal, and hereinafter referred to as "**the said Premises**" and more fully and particularly mentioned and described in the **Schedule A** hereunder written.



4. **COMMON FACILITIES & AMENITIES:** shall mean entrance of the building/s, pump room, overhead water tank, water pump and motor, lift and lift areas and other facilities, which may be required for employment, maintenance or management of the said building/s by all occupiers of the building/s, more fully described in the **Schedule "C"** stated hereunder written.

5. **COMMON EXPENSES** mention more fully described in the **Schedule "D"** hereunder written. The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of allottee upon the issuance of the completion certificate of the Project. The cost of such maintenance will be paid/borne by the Allottee (to the Developer) from the date of obtaining completion certificate till handover of maintenance of the Real Estate Project to the association of allottees and thereafter to the association of allottees. Common Expenses wherever referred to in this Agreement shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the Project including those mentioned in **Schedule "D"** below ("**Common Expenses**")

[Signature]
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

Bai
Director

For CENSUS CONSULTANT

Bai
Authorised Signatory

ARALIAS INFRATCH

Bai
PARTNER

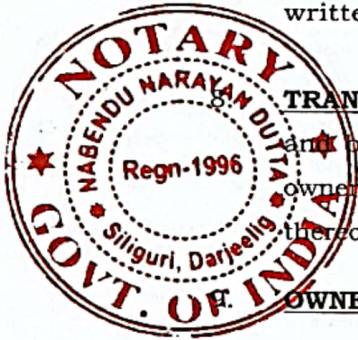
ARALIAS INFRATCH

Mayank Banerjee
PARTNER

ARALIAS INFRATCH

Banerjee
PARTNER

- 6. **OWNERS' ALLOCATION:** the Vendor/Land owners shall will be entitled to have the allocation in the manner as follows which are morefully described in **Schedule B** hereunder written below:-
- 7. **DEVELOPER'S ALLOCATION:** shall be entitled to have the allocation in the manner as follows which are morefully described in **SCHEDULE "B"** written herein below.



TRANSFER: With its grammatical variations shall include transfer by possession and by any other means adopted for effecting what is under the Vendor/Land owners as a transfer of space in the said building/s to intending purchasers thereof.

OWNERS' RIGHT & REPRESENTATION:

Indemnification regarding Possession & Delivery: The Owners is now seized and possessed of and/or otherwise well and sufficiently entitled to the said premises in as it is condition and deliver physical as well as identical possession to the Developer to develop thesaid premises, which is more fully described in the **SCHEDULE "A"** hereunder written.

- 10. **FREE FROM ENCUMBRANCE:** The Owners also indemnify that the said premises is free from all encumbrances and the Owners have marketable title in respect of the said premises.
- 15. **DEVELOPMENT AGREEMENT** shall mean this agreement dated _____ day of February, 2024 between the Owners and the Developer in respect of **SCHEDULE "A"** Premises and construction of building thereon with terms and conditions embodied herein detailed.
- 16. **SUPPLYMENTARY AGREEMENT:** If any, Supplementary Development Agreement shall be signed, executed and registered which shall be treated a part of this Development Agreement.

II. **LANDOWNERS' RIGHT & REPRESENTATION:**

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT. LTD.

Director

For CENSUS CONSULTANT

Authorised Signatory

ARALIAS INFRATCH

PARTNER

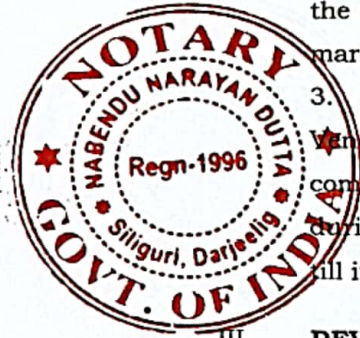
ARALIAS INFRATCH

Mayank Bhasker
PARTNER

ARALIAS INFRATCH

PARTNER

1. **Indemnification regarding Possession & Delivery:** The Vendor/Land owners are now seized and possessed of and/or otherwise well and sufficiently entitled to the schedule property in as it is condition and deliver physical as well as identical possession to the Developer to develop their plot of land, which is more fully described in the **SCHEDULE A**, hereunder written.
2. **Free from Encumbrance:** The Vendor/Land owners also indemnify that the schedule property is free from all encumbrances and the Landowners have marketable title in respect of the said premises.
3. **Statutory & necessary Clearances and Conversion Certificate:** The Vendor/Land owners shall obtain necessary clearances/ permissions from the competent authority or authorities of Government of West Bengal required during the commencement or progress of the construction work of the project till its completion.



iii. **DEVELOPER'S RIGHTS:**

1. **Authority of Developer:** The Developer shall have authority to deal with the property in terms of this present agreement or negotiate with any person or persons or enter into any contract or agreement or borrow money or take any advance against his allocation or acquired right under this agreement.
2. **Right of Construction:** The Landowners hereby grant permission exclusive rights to the Developer the land and create land plots of land which is more fully described in the **SCHEDULE-A** hereunder written.
3. **Construction Cost:** The Developer shall carry total plotting work at his own costs and expenses. No liability on account of plotting will be charged from Land owners' Allocation.
4. **Sale Proceeds of Developer's Allocation:** The Developer will take the sale proceeds of Developer's Allocation exclusively.
5. **Booking & Agreement for Sale:** Booking from intending purchaser for Developer's Allocation will be taken by the Developer and the agreement with the intending purchasers will be signed by the Developer and on behalf of the Vendor/Land owners as a Registered Power of Attorney Holder. All the sale

Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

CENINFRA CONSULTANT (OPC) PVT LTD.

[Signature]
Director

For CENSUS CONSULTANT

[Signature]
Authorised Signatory

ARALIAS INFRATCH

[Signature]
PARTNER

ARALIAS INFRATCH

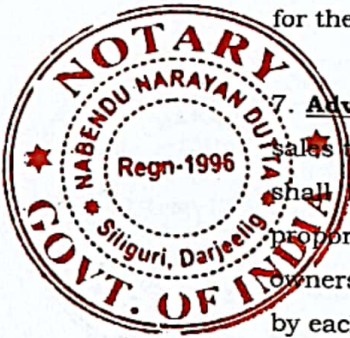
[Signature]
PARTNER

ARALIAS INFRATCH

[Signature]
PARTNER

consideration of Developer's Allocation either partly or wholly will be taken by the Developer and issue money receipt in his own name but without creating any liability on the Vendor/Land owners.

6. **Selling Rate:** The selling rate of the project shall be same for the Owner and the Developer's allocated portion and shall be fixed by the Developer depending on the market as the sales shall be handled jointly through a single point of sale for the both the allocations.



7. **Advertisement:** The cost of advertisement in any media and the cost of the sales team for sale commercial/ semi- commercial area of the Owners' allocation shall be operated by the agency to be nominated by the Developer but the proportionate cost for such marketing shall be borne by the Vendor/Land owners along with the developer as per the ratio of the land area to be received by each of the parties herein.

8. **Profit & Loss:** The profit & loss, earned from the project will be entirely received or borne by the Developer and no amount will be adjusted from the Vendor/Land owners' Allocation on accounts of loss or vice versa on account of profit from Developer's Allocation.

9. **Possession to the intending purchaser:** On completion of the project, the Developer will handover possession to the intending purchasers, possession letters will be signed by the Developer as the representative and Power of Attorney holder of the Vendor/Land owners.

11. **Deed of Conveyance:** The Deed of Conveyance in respect of Developer's Allocation will be signed by the Developer on behalf of and as representative and registered Power of Attorney Holder of the Vendor/Land owners.

IV. **CONSIDERATION:**

Permission against Consideration: The Vendor/Land owners grant permission for exclusive right to construct the proposed building in consideration of Vendor/Land owners Allocation to the Developer.

V. **DEALING OF SPACE :**

[Signature]
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

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Director

For CENSUS CONSULTANT

Authorised Signatory

ARALIAS INFRATCH

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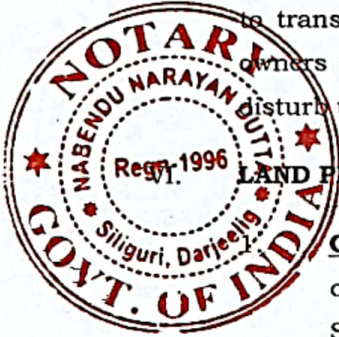
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1. **Exclusive Power of Dealings of Vendor/Land owners:** The Landowners shall be entitled to transfer or otherwise deal with Vendor/Land owners' Allocation in the plot and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Vendor/Land owners' Allocation.

2. **Exclusive Power of Dealings of Developer:** The Developer shall be exclusively entitled to the Developer's Allocation in the plot with exclusive right to transfer any right, claim, interest therein irrespective of the Vendor/Land owners and the Vendor/Land owners shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.



LAND PLOTTING:

Completion of Project: The Developer shall at his own costs construct, and complete the proposed Layout within 36(Thirty Six) months from the date start of the plotting work.

2. **Panchayat Taxes & Other Taxes of the Property:** The Vendor/Land owners shall pay and clear up all the arrears on account of Panchayat taxes and outgoing of the said property and on completion and on issuance of handover of possession letter to the Vendor/Land owners the Panchayat taxes and other taxes payable for the said property shall be borne in proportionate of area occupied by the Developer and Vendor/Land owners or the Developer and/or his nominee or nominees and the Vendor/Land owners and/or their nominee/nominees respectively.

VIII. MISCELLANEOUS:

1. **Contract Not Partnership:** The Vendor/Land owners and the Developer have entered into this agreement purely as a contract and nothing contained herein shall be deemed to constitute as a partnership between the Vendor/Land owners and the Developer.

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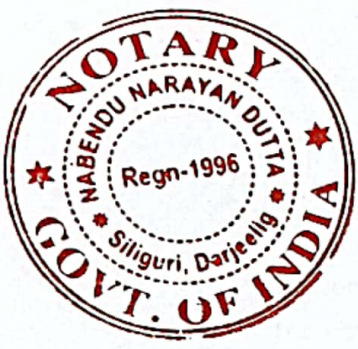
2. **Not specified Premises:** It is understood that from time to time to facilitate the construction of the building/s by the Developer various deeds, matters and things not hereby specified may be required to be done by the Developer and for which the Developer may need the authority of the Vendor/Land owners and various applications and other documents may be required to be signed or made by the Vendor/Land owners related to which specific provisions may not have been mentioned herein. The Landowners hereby undertake to do all such legal acts, deeds, matters and things as and when required and the Vendor/Land owners shall execute any such additional power of attorney and/or authorization as may be required by the Developer for any such purposes and the Vendor/Land owners also undertake to sign and execute all such additional applications and other documents as the cause may be provided that all acts, deeds, matters and things do not in any way infringe on the rights of the Vendor/Land owners and/or against the spirit of these presents.

3. **Not Responsible:** The Vendor/Land owners shall not be liable or any income tax, wealth tax or any other taxes in respect of the Developer's Allocation and the Developer shall be liable to make payment of the same and keep the Vendor/Land owners indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof.

4. **Process of Issuing Notice:** Any notice required to be given by the Developer to the Vendor/Land owners shall without prejudice to any other mode of service available be deemed to have been served on the Vendor/Land owners if delivered by hand and duly acknowledged or sent by prepaid registered post with due acknowledgment and shall likewise be deemed to have been served on the Developer by the Vendor/Land owners if delivered by hand and acknowledged or sent by prepaid registered post with due acknowledgment to the registered office of the Developer.

5. **Formation of Association:** After the completion of the said building/s and receiving peaceful possession of the allocation, the Vendor/Land

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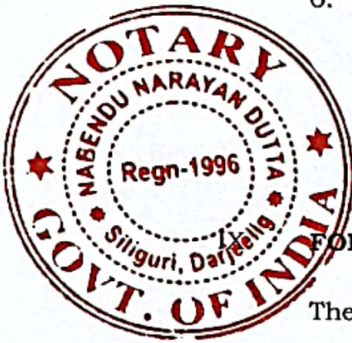
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owners hereby agree to abide by all the rules and regulations to be framed by any society/association/holding organization and/or any other organization, who will be in charge or such management of the affairs of the building and/or common parts thereof and hereby given their consent to abide by such rules and regulations.

- 6. **Documentation:** The Vendor/Land owners delivered all the photocopies of the original title deeds relating to the said premises. If it is necessary to produce original documents before any authority for verification, the Vendor/Land owners will be bound to produce documents in original before any competent authority for inspection.



FORCE MAJEURE:

The parties shall not be considered to be liable to any obligations hereunder to the extent that the performance of the relating obligations is prevented by the existence of the force majeure and shall be suspended from the obligations during the duration of the force majeure.

Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, Public Agitation, Pandemic, Endemic, strike and/or any other act of commission beyond the reasonable control of the parties hereto.

DISPUTES:

Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes) shall be referred to the Arbitral Tribunal and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that:

Constitution of Arbitral Tribunal: The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated jointly by the Legal Advisors of the Developer and Landowners.

Place: The place of arbitration shall be Siliguri only.

[Signature]
Nabendu Narayan Dutta
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Siliguri, Darjeeling

Director

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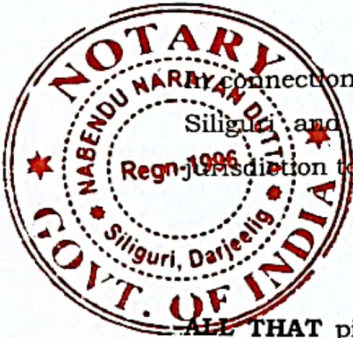
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Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

JURISDICTION:



In connection with the aforesaid arbitration proceeding, only the Sub-Division Court at Siliguri and the High Court at Calcutta or Circuit Bench Jalpaiguri shall have jurisdiction to entertain and try all actions and proceedings.

SCHEDULE "A" ABOVE REFERRED TO
("SAID PREMISES")

ALL THAT piece and parcel of land area measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot Nos. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (Land Area measuring 20 decimals), 32 (Land Area measuring 12 decimals), 40 (Land Area measuring 67 decimals), 46 (Land Area measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to present L.R. Khatian Nos. 1748 and 1749 and land area measuring (ii) **155 Decimal**, appertaining to and forming part of R.S. Plot Nos. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian Nos. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to Present L.R. Khatian Nos. 1699 and 1793, the total area of land measuring **300 decimals** lying and situates at under Mouza- Radha, J.L. No. 72, Police Station - Phansidewa, District - Darjeeling, Pin Code: 734433, under Jalas Nizamtara Gram Panchayat Area, in the State of West Bengal.

- | | | |
|-----------------|---|---------------------------|
| BY NORTH | : | Tea Garden of Mr. Bhutia; |
| BY SOUTH | : | Tea Garden in Plot no 46; |
| BY EAST | : | Nala & Plot No 61; |
| BY WEST | : | Budi Balasan River. |

SCHEDULE "B" ABOVE REFERRED TO
(The Owner's And Developer's Allocation)

OWNERS' AND DEVELOPER'S ALLOCATION: the Owner and the Developer shall be entitled to have the allocation in the manner as follows:

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 Siliguri, Darjeeling

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Director

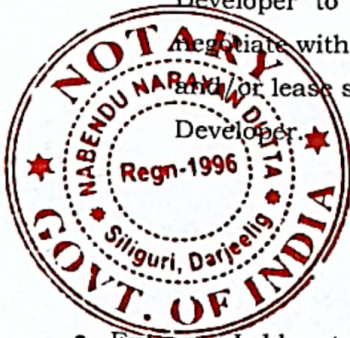
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The Developer alone shall be entitled to 100% (Hundred percent) of all sale/transfer proceeds and for lease premium, as the case may be, of all the Units of the Project (collectively "Units") which can be separately occupied, used and enjoyed (collectively the "Saleable Areas") and the Owner shall be entitled to any of the cost of land from said proceeds. It is expressly agreed, confirmed and clarified that for enabling the Developer to retain the Developer's Allocation, the Developer shall be entitled to negotiate with the intending acquirers of the Developer's Allocation, and to sell, transfer and/or lease such portions at such rates/prices as determined from time to time by the




SCHEDULE "C" ABOVE REFERRED TO
(COMMON FACILITIES AND AMENITIES)

- Entrance Lobby at the ground level of the Said Block/Building
- Lift machine room(s) and lift well(s) of the Said Block/Building
- Water supply pipeline in the Said Block/Building (save those inside any Flat)
- Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other common portions of the Said Block/Building
- Intercom Network in Block/Building
- Broadband connection in the Block/Building, if any
- Lift(s) and allied machineries in the Said Block/Building
- Roof Area
- Lobbies on all floors and staircase(s) of the Said Block/Building
- Water reservoirs/tanks of Block/Building
- Drainage and sewage pipe line in the Said Block/Building (save those inside any Flat)
- Electricity meter(s) for common installations
- Network of Cable TV/DTH in the Said Block/Building, if any
- Fire fighting system in Block/Building
- External walls of the Block/Building
- Stair Room

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Siliguri, Darjeeling

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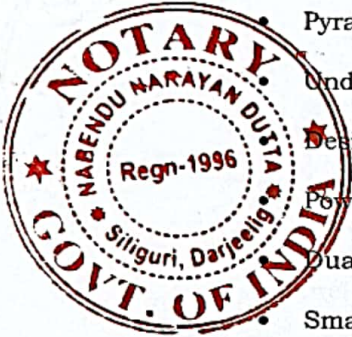
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Mayank Bhattacharya
PARTNER

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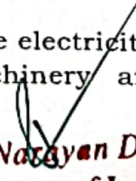
• CCTV

- 30 feet, 24 Feet & 20 Feet Wide Decorative Paver Road
- Community Facility Area
- Swimming Pool
- Badminton Court
- Pyramid Meditation centre along with Yoga Garden
- Underground Electricity
- Designer Pole Street Light with Solar Panel
- Power backup provision for Street light and in all the Park
- Dual Piping water supply system
- Smart drip and sprinkler irrigation system in all the parks and road side plantation
- Drainage System included ETP
- Road Both Side Plantation
- Lush Green Park
- Children's Play Area
- Project Boundary Wall
- Plot Demarcation
- Security Guard



SCHEDULE "D" ABOVE REFERRED TO
(COMMON EXPENSES)

- I. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- II. **Electricity:** All charges for the electricity consumed for the operation of the commonlighting, machinery and equipment of the Said


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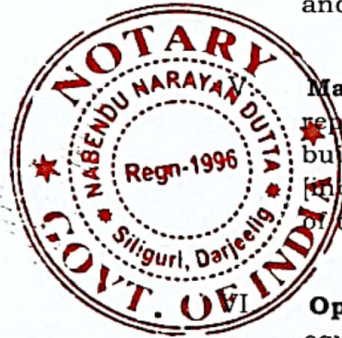
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Block/Building and the Said Complex and the road network, STP etc.

- III. **Association:** Establishment and all other capital and operational expenses of the Association of Allottees.
- IV. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Areas.



Maintenance: All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Areas including the exterior or interior (but not inside any apartment) walls of the Said Block/Building and the road network, STP etc.

Operational: All expenses for running and operating all machinery, equipments and installations comprised in the Common Areas, including elevators, diesel generator set, changeover switch, pump and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas and the road network.

- VII. **Rates and Taxes:** Municipal Tax, surcharge, Water Tax and other levies in respect of the Said Block / Building and the Said Complex save those separately assessed on the Allottee.



- VIII. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.

- IX. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipments and personnel, if any.

IN WITNESS WHEREOF the parties hereto above-named set and subscribed their respective hands and signature on this deed on the day, month and year first above written.

[Signature]
Nabendu Narayan Dutta
 Notary Govt. of India
 Siliguri, Darjeeling

Director



CENINFRA CONSULTANT (OPC) PVT. LTD.

For CENSUS CONSULTANT



Authorised Signatory

SIGNED, SEALED & DELIVERED

by the PARTIES at SILIGURI

in the presence of following

WITNESSESS

1. *Suyt Kr Singh*
S/O Kameshwar Singh
Keshon Naryn
Sty
Darjt. Dmj'uley
Pin- 734res.

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Mayank Bhaskor
PARTNER

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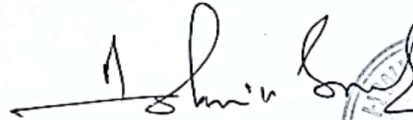
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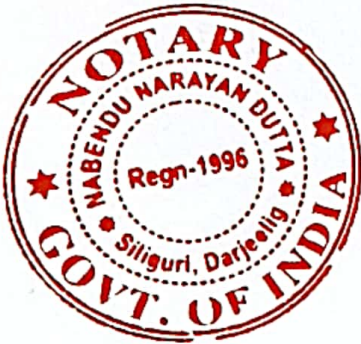
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PARTNER

SIGNATURE OF THE DEVELOPER

Drafted by me as per instructions of the parties



Advocate, Siliguri



[Signature]
13/12/2019
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling