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TERAI INFRASTRUCTURES LTD

J. K. D. L. M.
DIRECTOR

TERAI TEA CO. LTD.

J. K. D. L. M.
Authorised Signatory

Abhijit Tea Co. (P) Ltd.

J. K. D. L. M.
Authorised Signatory

SMD ENCLAVE LLP

R. K. D. L. M.
PARTNER

8 2000 672 455/25

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made at Siliguri on this 19TH day of MARCH, Two Thousand and Twenty-Five

Certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Document

Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri



OFFICIAL STAMP
2661 24.2.25

SMB ENCLAVE LLP

Siliguri

aml
Tammay Roy

Encl. Stamp Vendor

Beddages

Lot. No. 543/2024

07 / Berjeeling



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

19 MAR 2025

TERAI INFRASTRUCTURES LTD

[Signature]
DIRECTOR

TERAI TEA CO. LTD.

[Signature]
Authorised Signatory

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Abhijit Tea Co. (P) Ltd.

[Signature]
Authorised Signatory

SMD ENCLAVE LLP

[Signature]
PARTNER

BETWEEN

TERAI INFRASTRUCTURES LTD. (CIN U45309WB2005PLC106062) (PAN AACCT3694E), a Company incorporated under the Companies Act, 1956, having its registered office at 10, Government Place (East), Kolkata- 700 069 represented by its Director **Sri Kamal Kishore Bihani (PAN AGIPB3169K) (Aadhaar No. 227552434641)**, Son of Late Ramchandra Bihani, by Religion Hindu, by Nationality Indian, Working for Gain, residing at 3/9, Akshaytara Apartment, 2nd Mile, Sevoke Road, Siliguri, Police Station Bhaktinagar, Pin - 734001, District Jalpaiguri, hereinafter referred to as the "**LANDOWNER NO. 1/ FIRST PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office) of the **FIRST PART.**

-AND-

TERAI TEA COMPANY LTD. (CIN L51226WB1973PLC029009) (PAN AABCT0258P), a Company incorporated under the Companies Act, 1956, having its registered office at 10, Government Place (East), Kolkata- 700 069 represented by its Authorised Signatory **Sri Kamal Kishore Bihani (PAN AGIPB3169K) (Aadhaar No. 227552434641)**, Son of Late Ramchandra Bihani, by Religion Hindu, by Nationality Indian, Working for Gain, residing at 3/9, Akshaytara Apartment, 2nd Mile, Sevoke Road, Siliguri, Police Station Bhaktinagar, Pin - 734001, District Jalpaiguri, hereinafter referred to as the "**LANDOWNER NO. 2/ SECOND PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office) of the **SECOND PART.**





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

19 MAR 2025

TERAI INFRASTRUCTURES LTD

DIRECTOR

TERAI TEA CO. LTD.

Authorised Signatory

Abhijit Tea Co (P) Ltd.

Authorised Signatory

SMD ENCLAVE LLP

PARTNER

-AND-

ABHIJIT TEA COMPANY PRIVATE LIMITED (CIN U01132WB1978PTC031590) (PAN AACCA3215A), a Company incorporated under the Companies Act, 1956, having its registered office at 10, Government Place (East), Kolkata- 700069 represented by its Authorised Signatory **Sri Kamal Kishore Bihani (PAN AGIPB3169K) (Aadhaar No. 227552434641)**, Son of Late Ramchandra Bihani, by Religion Hindu, by Nationality Indian, Working for Gain, residing at 3/9, Akshaytara Apartment, 2nd Mile, Sevoke Road, Siliguri, Police Station Bhaktinagar, Pin - 734001, District Jalpaiguri, hereinafter referred to as the "**LANDOWNER NO. 3/ THIRD PARTY**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in office) of the **THIRD PART**.

-AND-

SMD ENCLAVE LLP (PAN AFEFS5787H), a LLP (Identification No. ACE-6050) having its registered office at C/O Mrinal Agarwal, flat No. 3B, Sevoke Road, District - Darjeeling, PIN - 734 001 in the State of West Bengal represented by its Partner **Sri Deepak Kumar Agarwal (PAN ACZPA4957D) (Aadhaar No. 619502421028)** son of Late Shyam Sundar Agarwal, by religion Hindu, by nationality Indian, by occupation - Business, residing at Rasraj, Mahabirasthan, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, District - Darjeeling, PIN - 734005 in the State of West Bengal, hereinafter referred to as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the Partners for the time being of the said Partnership Firm and their respective heirs, executors, administrators and/or Legal representatives) of the **FOURTH PART**.



TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

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Abhijit Tea Co. (P) Ltd.
Authorised Signatory

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PARTNER

The First, Second and Third Parties are hereinafter jointly referred to as the "Landowners". The "Landowners" along with the Developer above named are hereinafter jointly referred to as the "Parties".

LAND HISTORY

I. AND WHEREAS the **TERAI INFRASTRUCTURES LIMITED** is the absolute owner of all that piece or parcel of land measuring **2.13 Acres or equal to 213 Decimals**, appertaining to R.S. Plot No's. 235 (P), 237 (P), 238 (P) & 235/830 (P), recorded in R.S. Khatian No's. 558 & 569/1, under R.S. Sheet No. 08, J.L. No. 02, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, within Ward No. 41 (Forty-One) of Siliguri Municipal Corporation, by virtue of the following Deed's: - i) Document No. I-174 for the year 2006, ii) Document No. I-2419 for the year 2006, iii) Document No. I-2938 for the year 2006, iv) Document No. I-3120 for the year 2006, v) Document No. I-3122 for the year 2006, vi) Document No. I-3608 for the year 2006, vii) Document No. I-3609 for the year 2006, viii) Document No. I-3610 for the year 2006, ix) Document No. I-3927 for the year 2006, x) Document No. I-3928 for the year 2006 & xi) Document No. I-00894 for the year 2014, all registered in the Office of the District Sub-Registrar Jalpaiguri, District Jalpaiguri and having permanent, heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **TERAI INFRASTRUCTURES LIMITED** also recorded the aforesaid land along with other adjoining lands in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and ever since New L.R. Khatians being Khatain No. 57, 67, 84 & 115 was framed in the name of **TERAI INFRASTRUCTURES LIMITED**, as per provision of W.B.L.R. Act.



TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

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PARTNER

AND WHEREAS the aforesaid **TERAI INFRASTRUCTURES LIMITED** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of "**TERAI INFRASTRUCTURES LIMITED**" a Private Limited Company, being **Holding No. VL/ 100/F / 73.**

II. AND WHEREAS the **TERAI TEA COMPANY LIMITED** was the absolute owner of all that piece or parcel of land total measuring **2.46 Acres** appertaining to R.S. Plot No. 237 (P) & 238 (P), recorded in R.S. Khatian No. 569/1, under R.S. Sheet No. 08, J.L. No. 02, situated at Mouza - Dabgram, Pargana - Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, by virtue of Indenture of Conveyance, being Document No. 1-404 for the year 1998, registered at the Office of the Registrar of Assurances, Kolkata.

AND WHEREAS thereafter the aforesaid **TERAI TEA COMPANY LIMITED** had transferred for a valuable consideration all that piece or parcel of total land measuring **93 Kathas 11 Chhataks 13 Sq. Ft.** by virtue of Two separate registered Deed's, i) being Document No. 2216 for the year 2006 & ii) Document No. 3608 for the year 2006 and both registered in the Office of the District Sub-Registrar, Jalpaiguri, District Jalpaiguri.

AND WHEREAS thus in the manner as stated above, **TERAI TEA COMPANY LIMITED** became the sole, absolute and exclusive owner of the aforesaid remaining land measuring **55.055 Kathas or 0.911 Acres** and having permanent heritable & transferable right, title & interest therein.

AND WHEREAS the aforesaid **TERAI TEA COMPANY LIMITED** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being L.R Khatian No. 58 was framed in the name of **TERAI TEA COMPANY LIMITED**, as per provision of W.B.L.R. Act, 1955.



TERAI INFRASTRUCTURES LTD
C. K. Choudhary
DIRECTOR

TERAI TEA CO. LTD.
C. K. Choudhary
Authorised Signatory

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Abhijit Tea Co. (P) Ltd.
C. K. Choudhary
Authorised Signatory

SMD ENCLAVE LLP
Debasmita Sengupta
PARTNER

AND WHEREAS the aforesaid **TERAI TEA COMPANY LIMITED** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of "**TERAI TEA COMPANY LIMITED**", being **Holding No. 60/2032/1/N**.

III. AND WHEREAS the **FALAKATA INDUSTRIES LTD.** was the absolute owner of all that piece or parcel of land total measuring **10 Kathas or equal to 0.165 Acres** appertaining to R.S. Plot No. 237 (P), recorded in R.S. Khatian No. 569/1 under R.S. Sheet No. 08, J.L. No. 2, situated at Mouza - Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, District Jalpaiguri, by virtue of Deed of Sale, being Document No. I-932 for the year 2003 and registered at the Office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS thereafter the aforesaid **FALAKATA INDUSTRIES LTD.** had transferred for a valuable consideration all that piece or parcel of land measuring 3.5 Kathas or 0.0579 Acres out of aforesaid total land measuring 10 Kathas or 0.165 Acres by virtue of a registered Deed of Conveyance, being Document No. I-3609 for the year 2006 and registered in the Office of the District Sub-Registrar, Jalpaiguri.

AND WHEREAS thus in the manner as stated above, **FALAKATA INDUSTRIES LTD.** became the sole, absolute and exclusive owner of the aforesaid remaining land measuring **6.5 Kathas or 0.107 Acres**, having permanent heritable & transferable right, title & interest therein.

AND WHEREAS thereafter the aforesaid **FALAKATA INDUSTRIES LIMITED** merged with **ABHIJIT TEA COMPANY PRIVATE LIMITED** by virtue of the order of the Hon'ble High Court At Calcutta vide Dated 11th Day of June, 2007 by Company Petition No. 87 of 2007 connected with Company Application No. 31 of 2007.



TERAI INFRASTRUCTURES LTD.
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

Abhijit Tea Co. (P) Ltd.
Authorised Signatory

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PARTNER

AND WHEREAS hence the aforesaid **ABHIJIT TEA COMPANY PRIVATE LIMITED** vide aforesaid merger order became the owner of 6.5 Kathas or 0.107 Acres of land as above.

AND WHEREAS the aforesaid **ABHIJIT TEA COMPANY PRIVATE LIMITED** also recorded the aforesaid land in its name in the Record of Rights at the Office of B.L. & L.R.O Rajganj and shall ever since One New L.R. Khatian, being L.R Khatian No. 60 was framed in the name of **ABHIJIT TEA COMPANY PRIVATE LIMITED**, as per provision of W.B.L.R. Act, 1955.

AND WHEREAS the aforesaid **ABHIJIT TEA COMPANY PRIVATE LIMITED** had also obtained a separate Holding No. from Siliguri Municipal Corporation against the aforesaid land in the name of "**ABHIJIT TEA COMPANY PRIVATE LIMITED**", being **Holding No. VL/100/F/72**.

AND WHEREAS the aforesaid **TERAI INFRASTRUCTURES LIMITED, TERA TEA COMPANY LIMITED & ABHIJIT TEA COMPANY PRIVATE LIMITED** duly amalgamated their aforesaid land measuring 2.13 Acres + 0.911 Acres + 0.107 Acres = **3.148 Acres** into a single land by executing **DEED OF AMALGAMATION, DATED 18th DAY OF NOVEMBER, 2022**.

AND WHEREAS the Final Holding number after Amalgamation of Deeds of the Three parties is VL/ 60/ 154/ 100/ 2032/ 3055/ F/ 1/N/73.

AND WHEREAS: -

A. The Landowners being the First, Second and Third Parties above named are jointly the Landowners of Plots of Land in aggregate measuring 3.148 acres situated in Mouza - Dabgram, J.L. No. 2, P.S. Bhaktinagar, District - Jalpaiguri, morefully described in the **First Schedule below** hereunder written hereinafter referred to as the "**said Property**").



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DIRECTOR

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PARTNER

B. The Landowners herein being the First, Second and Third Parties abovenamed jointly agreed and decided for development of portion of the "said Property" measuring about 2.8635 Acres situated in Mouza - Dabgram, J.L. No. 2, P.S. Bhaktinagar, District - Jalpaiguri, respectively owned by the Landowners as per the detailed particulars mentioned in the **Second Schedule below** hereunder written (hereinafter referred to as the "said Land").

C. The Landowners being the First, Second and Third Parties herein having jointly decided for development of the "said Land" approached the Developer with their proposal to undertake development of the "said Land" and construction of Commercial Building/s as also the 'parking plaza' there at on agreed terms.

D. The Developer herein being approached and requested by the Landowners as aforesaid, has agreed to undertake and carry out development of the "said Land" described in the **Second Schedule below** hereunder written and construction of Commercial Building/s Complex there at or for the consideration and on the terms and conditions hereafter recorded.

NOW THIS INDENTURE WITNESSETH and it is hereby mutually agreed and declared by and between the parties hereto as follows: -

1. **DEFINITIONS** : Unless in this Agreement be something contrary or repugnant to the subject or context, the under mentioned words or expressions shall have meanings as follows: -

1.1 **"LANDOWNERS"** shall mean and include (1) **Terai Infrastructures Ltd.**, (2) **Terai Tea Company Ltd.** and (3) **Abhijit Tea Company Private Limited**, respectively the First, Second and Third Parties abovenamed and their respective successor or successors in office and also the heirs, executors, administrators and/or legal representatives of the Parties above named.



TERAI INFRASTRUCTURES LTD
DIRECTOR

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Abhijit Tea Co. (P) Ltd.
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PARTNER

1.2 **"DEVELOPER"** shall mean and include SMD ENCLAVE LLP and the Partners for the time being of the said LLP Firm and their respective heirs, executors, administrators and/or legal representatives.

1.3 **"SAID PROPERTY"** shall mean and include the several plots of land in aggregate measuring about 2.8635 acres situated at Mouza - Dabgram, J.L No. 2, P.S. Bhaktinagar, District - Jalpaiguri and the same more fully described in the **Second Schedule below** hereunder written.

1.4 **"SAID LAND"** shall mean and include the several Plots of Land in aggregate measuring about 2.8635 acres situated in Mouza - Dabgram, J.L. No. 2, P.S. Bhaktinagar, District - Jalpaiguri and the same more fully described in the **Second Schedule below** hereunder written.

1.5 **"BUILDING/S"** shall mean and include proposed Commercial Building/s and the same consisting of Offices, Shops, Showrooms, Restaurants, Hotels, Banquets, Multiplexes, Parking Plaza and other spaces to be constructed at or upon the "said Land", described in the **Second Schedule below** hereunder written and the same as per the sanctioned plan issued by the Siliguri Municipal Corporation.

1.6 **"PROJECT"** shall mean and include the project of development of the "said Land", described in the **Second Schedule below** hereunder written and construction of the proposed Building/s as also the "Parking Plaza" by the Developer and sale of the Units on ownership by the Developer within the period of 4 (Four) years from the date of issuance of the sanctioned building plan, being Plan No. SWS-OBPAS/0104/2024/1098, dated 12.11.2024.



TERAI INFRASTRUCTURES LTD
DIRECTOR

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PARTNER

1.7 **"UNITS"** shall mean and include the Offices, Shops, Showrooms, Parking Spaces and other Commercial Spaces of the building/s Complex, which would be available for independent use and occupation.

1.8 **"DEVELOPMENT WORK"** shall mean and include development of the "said Land", described in the **Second Schedule below** hereunder written and construction of the proposed building/s complex as also the proposed "Parking Plaza" as per the Building Plan sanctioned from the Siliguri Municipal Corporation and also as per the Municipal laws and the Building Rules.

1.9 **"SANCTIONED PLAN"** shall mean and include the building Plan for the Project sanctioned by the Siliguri Municipal Corporation and/or approved by the competent authority under the Urban Land (Ceiling & Regulations) Act, 1976 as also the renewed, revised and/or modified Plan and further the Plans for elevations, designs, maps, drawings and other specifications.

1.10 **"COMMON PARTS, FACILITIES AND AMENITIES"** shall mean and include the common parts and areas of the Building/s Complex including entrances, corridors, lobbies, landings, stairs, paths, passages, ways, underground & overhead water reservoirs, water pipes, water Pump and motor, Lifts, Lift Well, Lift machine rooms and the sewerage and drainage connection pipes and other common areas, and spaces as may be meant for the common use and the same for the beneficial use and enjoyment of the units at the building/s complex but shall not include the roof and the open spaces on the Ground floor level of the building/s complex.

1.11 **"COMMON EXPENSES"** shall mean and include all expenses for maintenance, management, upkeep and administration of the Common Areas, Facilities and Amenities and for rendition of common services to the Buyers and all other expenses for the



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DIRECTOR

TERAI TEA CO. LTD.
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PARTNER

common purposes including those as may be decided by the Developer after sanction of Plan and the same to be proportionately contributed, borne and paid by the buyers/occupants. Provided however the charges payable on account of Generator Electricity etc., consumed by or within any Unit shall be separately paid or reimbursed to the Association by the buyer/occupant of such Unit.

1.12 **"COMMON PURPOSES"** shall mean and include the purpose of managing, maintaining and up keeping the Building/s Complex and in particular the Common Areas, Facilities and Amenities, rendition of common services to the Buyers and/or occupants and also making collection and disbursement of the Common Expenses and also the costs for administering and dealing with the matters of common interest of the buyers and relating to their mutual rights and obligations for the beneficial use and enjoyment of their respective Units exclusively and the Common Areas, Facilities and Amenities in common.

1.13 **"ASSOCIATION"** shall mean an Association registered under the West Bengal Apartment Ownership Act, 1972 or the West Bengal Societies Registration Act, 1961 or such other similar Act and the same to be formed by the Developer for the common purposes and having such rules, regulations and restrictions as may be deemed proper and necessary and the same not inconsistent with the provisions and covenants herein contained.

1.14 **"LANDOWNERS' ALLOCATION"** shall mean and include allocation of the amount of the total sale proceeds of the Units of the building/s complex as per the provisions contained in **Clause 14.2** hereunder and also of the unsold units as per the provisions contained in **Clause 14.6** hereunder.



TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

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Abhijit Tea Co. (P) Ltd.
Authorised Signatory

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PARTNER

1.15 **"DEVELOPER'S ALLOCATION"** shall mean and include allocation of the amount of the total sale proceeds of the Units of the building/s complex as per the provisions contained in **Clause 14.2** hereunder.

1.16 **"SALE PROCEED"** shall mean and include the amounts as may be received, realised and/or collected by the Developer from the buyers towards earnest moneys, part payments and consideration amounts for and on account of sale on ownership basis or otherwise disposal in respect of the "Units" as also "other saleable spaces" of the said building/s complex and the same as mentioned in **Clause 14.2** hereunder.

1.17 **"UNSOLD UNITS"** shall mean the Units in the Project which would remain unsold on expiry of 4 (Four) years from the date of issuance of the sanctioned building plan as aforesaid.

1.18 **"ESCROW BANK ACCOUNT"** shall mean the Current Bank Account to be opened in the name of the Developer with such Bank as the parties mutually agree and decide, to be operated by the nominee/s of Developer and Landowners and the same to be used solely and exclusively for encasing/holding the sale proceeds of the Units at the Building/s Complex as also for disbursement and payment of the amounts as per **Clause 15** of this Development Agreement.

1.19 **"ARCHITECT"** shall mean the Architect/s and/or Engineer/s, who may be retained and/or appointed by the Developer for designing and planning of the said development work as also for supervising the carrying out of the said development work as also construction of the proposed building/s complex as per the sanctioned plans as also the Municipal laws and the Building Rules.



TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD.
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PARTNER

1.20 **"BUYERS"** shall mean and include the intending Buyers/ Transferees of units and other saleable spaces at the building/s complex.

1.21 **"MUNICIPALITY"** shall mean and include the Siliguri Municipal Corporation.

1.22 **"COMPETENT AUTHORITY"** shall mean and include the Municipality as also all other authorities empowered to approve and/or sanction the building plan by or under any law for the time being in force.

1.23 **"FORCE MAJEURE"** shall have the same meaning as defined in the Explanation to Section 6 of the West Bengal Housing Industry Regulation Act, 2017 and also shall include any epidemic stalling normal day to day life.

1.24 **"PARKING PLAZA"** shall mean and include the building meant for parking of vehicles to be erected by the Developer at or upon portion of the "said Land".

2. **INTERPRETATIONS :**

2.1 Any reference to statute shall include any statutory extension or modification and the re-enactment of such statute and the rules, regulations or orders made there under.

2.2 Any covenant by the Developer and/or the Landowners not to do or commit any act deed or thing shall mean and include their respective obligations not to permit such act or thing to be done or committed.

2.3 Reference to recitals, articles, clauses and the schedules shall be deemed to be reference for those in this Agreement.



6/11/2021
SMD ENCLAVE LLP
PARTNER

TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

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PARTNER

2.4 The paragraph headings used in this Agreement are for convenience only and shall not form part of this Agreement nor control the construction or interpretation of the clauses under the headings.

2.5 The recitals and the schedule and any other document referred to in this Agreement by reference shall form integral part of the Agreement.

2.6 In this Agreement, unless the context otherwise requires, any reference to words importing singular shall include the plural and vice versa and the words importing a gender shall include every gender and the references to persons shall include bodies corporate and unincorporated.

3. **DATE OF COMMENCEMENT :**

3.1 This Agreement shall be deemed to have commenced on and with effect from the date of execution hereof and shall remain valid and binding during the said Development work and/or construction of the said building/s complex as also sale and disposal of the Units of the building/s complex as per provisions hereafter stated.

4. **MUTUAL WARRANTIES & COVENANTS :**

4.1 The Landowners of the One Part and the Developer abovenamed of the Other Part jointly and severally represent, warrant and covenant with each other as follows:

a) They and each of them are competent as also authorized to enter into this Development Agreement and to perform their respective obligations hereunder.

b) This Agreement constitutes valid, legally binding and enforceable obligations;



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c) Both the Landowners and the Developer shall take such further steps and do or commit such further acts, and also execute and deliver such further instruments and documents, and generally to do all such other things as may be reasonably necessary to accomplish the Development of the "said Land" and/or construction of the proposed building/s complex by the Developer as contemplated in this Agreement; and

d) The execution and/or performance of this Agreement will not conflict with any judgment, injunction, order, decree or any agreement or other instrument binding upon the Landowners and/or the Developer.

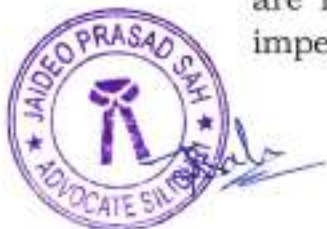
4.2 This Agreement constitutes valid, legally binding and enforceable obligations;

5. **LANDOWNERS' REPRESENTATIONS** : The Landowners declare and confirm to have made the under-mentioned various representations and assurances to the Developer.

5.1 The Landowners are jointly the absolute owners in respect of the "said Property", more fully described in the **First Schedule** hereunder written including the "said Land", described in the **First Schedule** hereunder written.

5.2 The "said Property" including the "said Land" are free from all encumbrances, mortgages, charges, liens, lispendens, claims, demands, liabilities, attachments, leases, tenancies, debutter and trusts whatsoever.

5.3 The Landowners have full power and absolute authority to enter into the instant Development Agreement as also to entrust the development of the "said Land" to the Developer and that there are no bar or restrain order of any Court of Law nor any other impediment of any nature for the Landowners to entrust the



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DIRECTOR

TERAI TEA CO. LTD.
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PARTNER

development of the "said Land" to the Developer as per the terms herein recorded.

5.4 The Landowners have not entered into any other Agreement and/or Arrangement and/or Understanding with any other person or party for sale and/or development or otherwise disposal of the "said Property" and/or the "said Land".

5.5 The Land Revenue, municipal taxes and all other rates, taxes and outgoings whatsoever on account and in respect of the "said Property" and/or the "said Land" have been paid up to date by the Landowners and that in case of any amount being found to be lawfully due and payable on account of such rates and taxes for the period up to the date of this Agreement the Landowners herein shall pay the same and in this regard the Developer herein shall also be at liberty to pay the same in the name and on behalf of the Landowners, subject to the term that the Landowners shall pay and/or reimburse the same to the Developer.

5.6 The "said Property" and/or the "said Land" are not affected by any acquisition or requisition proceeding nor is the same subject to any covenant, restriction, stipulation, easement or reservation or other such right, which may adversely affect the "said Property" and/or the "said Land" and/or the development thereof.

5.7 The "said Property" and/or the "said Land" are not adversely affected by the provisions of the West Bengal Estates Acquisition Act 1953 and/or the West Bengal Land Reforms Act 1955 and/or the West Bengal Urban Land (Ceiling & Regulation) Act 1976 and/or the West Bengal Town & Country (Planning & Development) Act.



10/10/2020 10:10:10
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TERAI INFRASTRUCTURES LTD
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

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Authorised Signatory

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5.8 There are no subsisting agreement or arrangement entered into by the Landowners concerning sale, mortgage, lease, tenancy or otherwise transfer of the "said Property" and/or the "said Land" or any part thereof nor have the Landowners dealt with the same in any manner whatsoever;

5.9 The "said Property" and the "said Land" are not affected by any attachment including the attachment under any certificate case or any proceeding started at the instance of the Income Tax Authorities or other Government Authorities under the Public Demands Recovery Act or any other Acts or otherwise whatsoever or howsoever and that there was or is no certificate case or proceeding against any of the Landowners for realization of the arrears of Income Tax or other taxes or dues or otherwise under the Public Demands Recovery Act or any other Acts for the time being in force.

5.10 The Landowners shall not do or permit anyone to do any act, deed, matter or thing which may affect the development, construction and marketing of the said project or which may cause encroachments, litigations, trusts, liens, lispendens, attachments and liabilities on the "said Land".

6. DEVELOPER'S REPRESENTATIONS :

6.1 The Developer has satisfied itself with regard to the rights, title and interest of the Landowners and hereby agrees not to raise any dispute or objection thereto.

6.2 The Developer has sufficient knowledge and expertise in the matter of development of immovable properties and construction of new buildings.



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6.3 The Developer has sufficient means of necessary finance as may be required for carrying out the development of the "said Land" and/or the construction of the said building/s thereat.

6.4 The Developer shall carry out and complete the development in respect of the "said Land" and/or construction of the said building/s, strictly in accordance with the Plan already sanctioned from the Siliguri Municipal Corporation as stated in clause 1.6 hereinabove and the same within 4 (Four) years from the date of issuance of the sanctioned building plan unless prevented by force majeure reasons and the same in accordance with the relevant Municipal Laws and Building Rules relating to the development of immoveable properties and/or construction of new buildings and further strictly as per the provisions contained in these presents and as per the provisions laid down in the West Bengal Housing Industry Regulation Act, 2017 and West Bengal Real Estate Regulatory Authority Act (WBREERA)

6.5 The Building plan has been prepared by the Developer strictly in accordance with the Municipal laws and have ensured that FAR to the fullest extent which is 2.75 at present are achieved. Further the plan was submitted for sanction for the development of the land with clear intentions and in terms of the laws so that future Residential development in the adjacent plots also achieved the maximum FAR which is 3.0 at present.

6.6 Prior to the execution of this Agreement, the Landowners have furnished to the Developer copies of all deeds and documents relating to the "said Property" and the "said Land" and has also answered and complied with all requisitions of the Developer relating to the "said Land" and the Developer has independently carried out due diligence, investigation of title and searches in respect of the "said Land" and the Landowners' right, title and interest therein.



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6.7 The Developer have caused survey and measurement of the "said Land" and have fully satisfied itself regarding the physical land area and measurements of the "said Land".

7. **DEVELOPMENT WORK :**

7.1 The Landowners have duly appointed and/or hereby appoint the Developer as the Developer and/or Builder and further entrust to the Developer herein the exclusive right to undertake and carry out development of the "said Land" and construction of the said building/s thereat as per the sanctioned plan and as per the mutually agreed specifications mentioned in the **Third Schedule** hereunder written and on the terms herein recorded and the same within the period of 4 (Four) years from the date of issuance of the sanctioned building plan.

7.2 The Developer hereby accepts its appointment as the Builder and/or Developer in respect of the "said Land" and further agree to undertake and carry out the said Project of development of the "said Land" and construction of the proposed building/s and the same in the manner and as per the mutually agreed specifications mentioned in the **Third Schedule** hereunder written and on the terms herein recorded and the same within the period of 4 (Four) years from the date of issuance of the sanctioned building plan.

7.3 The Landowners hereby agree to allow the Developer to enter upon the "said Land" as a Licensee only for enabling it to undertake development of the "said Land" in accordance with the 'Sanctioned Plan'.

7.4 It is hereby expressly agreed by and between the parties hereto that the possession of the "said Land" for development is not being given nor intended to be given to the Developer in part performance as contemplated by Section 53A of the Transfer of Property Act, 1972 read with Section 2(47)(V) of the Income Tax Act, 1961.



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7.5 The parties hereto hereby declare and confirm that by virtue of the Developer entering upon the "said Land" for carrying out the works of development and construction as a Licensee, the same will not amount to taking over of possession of the "said Land" for development. It is expressly agreed and declared that juridical possession of the "said Land" for development shall always vest in the Landowners until such time the development is completed in all respects.

8. DEVELOPER'S OBLIGATIONS/ COVENANTS :

8.1 In consideration of the premises and subject to the provisions contained in these presents, the Developer hereby agree and undertake to carry out the said work of Development of the "said Land" and/or construction of the said building/s complex in accordance with the sanctioned plan and as per the municipal laws and building rules.

8.2 The Developer herein shall be responsible to arrange all finances and/or funds and/or moneys as may from time to time be necessary or required for completing and/or carrying out development of the "said Land" and/or construction of the said building/s complex and in this respect, the Landowners shall not in any manner be liable or responsible.

8.3 The Developer hereby agree that the Developer shall not require the Landowners to provide finance for the project and/or to pay the costs of carrying out and/or completing the development of the "said Land" and/or construction of the proposed building/s complex.

8.4 The Landowners applied for Land Use Compatibility Certificate (LUCC) with the competent authority and obtained the same on 6th May, 2024 for 11625.93 Sq. mt or 2.8635 Acres of land. Necessary plans duly sanctioned by the Siliguri Municipal



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Corporation as also all necessary permissions, clearances, approvals and no objections from the competent authority and/or the concerned departments as may be required for carrying out and completing the development of the "said Land" and/or construction of the said building/s complex as per provision of Municipal Laws has been already obtained. Any further required permissions, revised plan, clearances, approvals and no objections shall be obtained by the Developer in the names and on behalf of the Landowners and in this regard, the Landowners hereby irrevocably authorize and empower the Developer and further agree to grant Power of Attorney in favour of the Developer and/or its nominees as may from time to time be required by the Developer for the said purpose. The developer shall reimburse the expenses already incurred (if any) by the Landowners in this regard.

8.5 The development of the "said Land" and/or construction of the said Building/s Complex shall be made complete in all respect including installation of lifts, electrical connection and fittings, water pumps, municipal water, sewerage & drainage connections, plumbing and sanitary fittings as also overhead and under-ground water reservoirs. All the Units in the said building/s complex shall be made habitable fitted with necessary electrical and sanitary fittings and fixtures.

8.6 The development work and/or construction of the said building/s complex shall be carried out and/or completed by use of standard quality building materials, sanitary and electrical fittings and the same as per the specifications mentioned in the **Third Schedule** hereunder written and also as may be approved and recommended by the Architect. In carrying out the construction of the said building/s complex, the Developer shall use the steel and cement strictly as per the specifications, sizes and quality as may be recommended by the Architect. It is made



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clear that no sub-standard material shall be used for completing the construction of the said building/s complex.

8.7 The Developer herein shall solely be responsible for the structural stability of the building/s complex and for the soundness of the construction and be liable for all claims and actions, which may arise due to deviation from the sanctioned plan and/or infringement or violation of the municipal laws or other state laws.

8.8 The Developer shall keep the Landowners indemnified and harmless against all third-party claims and actions arising out of any act of commission or omission on the part of the Developer in relation to the said project of development of the "said Land" and/or construction of the said building/s complex.

8.9 The Developer shall at its own costs duly apply for and obtain electricity, water, sewerage and drainage connections at the building/s complex and shall also obtain necessary occupation certificate from the Siliguri Municipal Corporation as be required under the Municipal laws.

8.10 The Developer herein shall, unless prevented by force majeure reasons, carry out and complete the development of the "said Land" and construction of the building/s complex and also apply for completion certificate and/or occupancy certificate in respect of the project from the Municipality and/or the competent authority positively within 4 (Four) years from the date of issuance of the sanctioned building plan.

8.11 The Developer herein shall not be considered to be liable for any obligation hereunder to the extent that the performance of its obligations is prevented by the existence of the force majeure causes. The obligations of the Developer shall remain suspended during the duration of the force majeure.



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8.12 The Developer herein shall, notwithstanding anything to the contrary contained in this Agreement, solely be responsible for planning the project, development of the "said Land", construction of the proposed building/s complex, making publicity and marketing the project and also with the consent of landowners selling or otherwise disposing of the "Units" and also of the building/s complex.

8.13 The Developer herein shall take appropriate steps and further cause the unauthorized gumti lying erected on Sevoke Road and the same at the front Sevoke Road side of the "said Land". All costs, charges and expenses on account of removal of the said unauthorized gumti would be incurred and paid by the Developer.

8.14 The Developer shall erect the required wide Road across the "said Land" (both sides) and the same leading from Sevoke Road to the several plots of land belonging to the Landowners and the same lying and situated adjacent to the "said Land" on the backside to enable it to achieve the maximum permissible FAR of 3 at present for residential purposes. All costs, charges and expenses of erecting of the said proposed required wide Road shall exclusively be borne and incurred by the Developer.

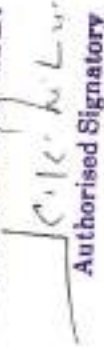
8.15 The Landowners have intentions, apart from construction of the proposed Commercial Block at or upon the "said Land", proposed to make Residential Blocks at or upon the land lying adjacent to the "said Land" on the backside and the same in such a way that all the Blocks, Commercial as also Residential, are interconnected/joined so that they can be in common use and enjoy the open spaces/passages as also the internal road. The sanction of all plans are accordingly obtained from the Municipality and appropriate authorities.



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8.16 The Landowners and their men and vehicles shall at all times be entitled to use the proposed required wide Road to be erected by the Developer as mentioned in **Clause 8.14** above for ingress and egress to and from Sevoke Road and the same without any objection or obstruction by or on behalf of the Developer and the Landowners/occupiers of units of the proposed building/s complex.

8.17 The Developer hereby agree and confirm that in course of development of the "said Land" and construction of the proposed building/s complex and the Parking Plaza as per the terms of this Agreement, the Developer herein shall not in any manner create charge or mortgage over and in respect of the "said Land".

9. LANDOWNERS' OBLIGATIONS/ COVENANTS :

9.1 The Landowners herein have paid all the land revenue, municipal taxes and all other rates, taxes and outgoings on account and in respect of the "said Land" during the period till the issuance of sanctioned plan for development of the "said Land" and construction of the building/s complex.

9.2 The Landowners shall render their best co-operation and assistance to the Developer for any further necessary approval from the competent authority as also in the matter of the Developer commencing, carrying out and completing the development of the "said Land" and/or construction of the said building/s complex, as may from time to time be necessary or required.

9.3 The Landowners shall not do nor permit anyone to do or commit any act deed matter or thing, which may in any manner cause obstruction and/or interference in the Developer carrying out and completing the development of the "said Land" and/or construction of the said building/s complex by the Developer.



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9.4 The Landowners shall sign, execute and deliver all necessary papers, applications, plans, sketches, maps, designs and other documents as may from time to time be required by the Developer and shall render all assistance to the Developer for necessary sanctions, permissions, approvals and/or No Objection Certificates from the competent authority and/or the appropriate government authorities and/or departments in the name of the Landowners as may be required for carrying out the construction of the building/s complex and/or development of the "said Land".

9.5 The Landowners shall from time to time sign execute and deliver all applications, papers, documents and declarations as may be required to enable the Developer to apply for and obtain telephone, gas, electricity, internet, telex, sewerage, water, drainage connections and other public utility and essential services in or upon the said building/s complex and/or as may be required for carrying out and/or completing the said development work and/or construction of the building/s complex.

9.6 The Landowners shall duly carry out as also comply with all necessary statutory formalities as may from time to time be required by the Developer for carrying out development of the "said Land" and/or construction of the proposed building/s complex by the Developer as per this Agreement.

9.7 The Landowners shall from time to time grant Power of Attorney in favour of the Developer and/or its nominee/s authorizing and/or empowering it/him/them to do all acts deeds matters and things to carry out Development of the "said Land" and construction of the building complex and to appear and represent the Landowners before all the Government authorities and/or departments as also for obtaining the telephone, electricity, gas and other connections at the Land and/or Building(s) and/or Units and further to do all acts deeds matter and things for



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carrying out and completing the Project and further to sign execute and register all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units of the proposed building/s complex and such other deeds matters and things.

9.8 The Landowners herein shall not in any manner encumber, sell or otherwise deal with the "said Land" nor part with possession thereof, in any manner whatsoever.

9.9 That if landowners retain any unit in the building, then the landowners shall be liable to pay GST and other relevant taxes levied upon them to the Developer as per Govt. rules and regulations and the Developer shall pay the same to the appropriate authorities.

9.10 Notwithstanding anything written elsewhere in this Development Agreement if in case of any court order out of litigation against ownership/ possession of the land only which may lead to stoppage of construction work of the project, it is agreed by the landowners to refund all advances received against sale of the shops along with interest @ 12% p.a to the intending purchasers from whom the said advances were received till the date of payment from the date of advances by cancelling all the agreements. The original documents are to be returned back to land owners. In such case the construction cost incurred by the developer shall be reimbursed by the landowners subject to verification by an independent Chartered Accountant within mutually decided time frame. In such event the original development agreement shall be cancelled and to be returned back to land owners.



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10. COMPLETION OF THE PROJECT :

10.1 The parties have agreed that notwithstanding anything to the contrary contained in this agreement the Developer shall complete the Project and also sell the Units and other saleable spaces of the proposed building/s complex positively within the period of 4 (Four) years from the date of issuance of the sanctioned building plan. The said time to sell the Units and other saleable spaces of the building/s complex may be extended only by mutual consent of the parties or because of "Force Majeure".

10.2 The parties have agreed that notwithstanding anything to the contrary contained in this Agreement, if the Developer fails to perform its obligations under this Agreement and/or to carry out development of the "said Land" and/or construction of the proposed building complex as per the terms of this Agreement, the Landowners shall be entitled to refund the security deposit of Rs. 5,00,00,000/- (Rupees Five Crores) only mentioned in **Clause 16** hereinafter and further to terminate this Agreement.

10.3 In such case the Landowners shall be completing the project by its own and/or by engaging any other Developer and the Developer herein shall have No Objection in this regard.

11. CONSTRUCTION WORK :

11.1 The construction of the said building/s complex shall be strictly as per the Municipal Laws and/or the building rules, regulations and byelaws framed there under and the same strictly in accordance with the sanctioned plan. In this respect, the



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Developer shall keep the Landowners absolutely indemnified and harmless against all actions claims and demands whatsoever as may be made due to construction of the said building/s complex and/or the said development work being in deviation from the sanctioned plan and/or in violation of the Municipal Laws and/or the Rules, regulations and bye-laws there under.

11.2 The Developer herein shall be entitled to appoint and employ such masons, mistries, managers, supervisors & other employees for carrying out the said development work and/or construction of the said building/s complex as the Developer shall think proper. In this respect, it is made clear that the Developer herein shall solely be responsible and/or liable for payment of salaries, wages, and/or remuneration of the masons, mistries, supervisors, chowkidars and durwans as also other staff and employees, who may be appointed and/or employed by the Developer for carrying out the said development work and/or construction of the building/s complex and in this respect, the Landowners shall not in any manner be responsible.

11.3 The Developer herein shall at its discretion retain and appoint such Architect, Engineer and Contractor for carrying out of the said development work and/or construction of the building/s complex, as the Developer shall think proper. The payment of all remunerations and/or fees of the Architects, Engineers and Contractors as may be appointed by the Developer shall be incurred and paid by the Developer and in this respect the Landowners shall not in any manner be liable.

11.4 The Landowners may at their discretion appoint Architect/ Engineer for the purpose of monitoring the construction of the proposed building complex by the Developer as per this agreement and the entire costs of such appointments shall be borne by the



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Landowners and the developer shall not be liable for payment of the same in any manner.

11.5 The works of development of the "said Land" and/ or construction of the proposed building/s complex by the Developer shall be by use of best quality building materials and the same as per the recommendations of the Architects and also as per the specifications mentioned in the **Third Schedule** hereunderwritten.

12. **COSTS OF CONSTRUCTION :**

12.1 The Developer herein shall solely be responsible for carrying out the development of the "said Land" and construction of the proposed Building/s Complex and the same in one phase and if any changes required, the same shall not be done without prior consent of the Landowners.

12.2 The Developer herein shall solely and exclusively bear and pay all costs, charges and expenses as may be required to be incurred or paid for and on account of carrying out and completing development of the "said Land" and the construction of the proposed building complex and the same as per the plan sanctioned by the Siliguri Municipal Corporation and/or approved by the competent authority.

12.3 Notwithstanding anything written elsewhere in this Development Agreement the Developer herein shall undertake and carry out the construction of the "Parking Plaza" at or upon portion of the "said Land". Both the Landowners and the Developer herein shall bear and pay in equal proportion the costs as may be required to be incurred for and on account of the construction of the "Parking Plaza".



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12.4 The parties have agreed that apart from the costs of construction to be incurred or paid by the Developer as aforesaid, the Developer herein shall also bear and pay the costs and fees as are required to be incurred and paid for and on account of obtaining the required approvals, permissions, clearances, no-objections and sanction of plan from the Municipality and/or the competent authority and other concerned Government authorities and/or departments as also the fees, remuneration and costs required to be paid to the Architects and Engineers as also the pre-construction land development cost. All the expenses which have already been incurred by the Landowners shall be reimbursed by the Developer at first instance.

12.5 It is agreed and made clear that the Landowners herein shall not be responsible to bear and pay towards the costs of construction in respect of the development of the "said Land" and/or construction of the proposed building/s complex.

13. **PUBLICITY & MARKETING :**

13.1 The Developer shall be entitled to and also responsible to cause the required publicity for marketing and sales of the project of the said building/s complex including the several units, offices, show-rooms and other saleable spaces thereof and the same in consultation with the Landowners.

13.2 The Developer may retain and appoint agents for marketing and sales of units, offices, show-rooms and other saleable spaces of the said building/s complex and the same on such terms and conditions as the Developer would think proper.

13.3 The Developer herein shall be entitled to cause the publicity and marketing for sale of the project including units, flats, offices, showrooms and other saleable spaces of the building complex under the brand name **"AMIT OLYMPIA MALL BY DWARIKA**



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GROUP", owned by the Developer, to avail benefits arising out of such brand.

13.4 The publicity and marketing of the project of development of the building/s complex would be made and the costs on account thereof would be incurred in the manner and to the extent as the Developer would from time to time decide.

13.5 The costs as may be incurred on account of publicity and marketing of the project of development of the building/s complex would solely be paid by the Developer and in this regard the Landowners shall not in any manner be liable.

14. **ALLOCATION OF SALE PROCEED :**

14.1 The Developer hereby agree that the Project shall be completed within the period of 4 (Four) years from the date of issuance of the sanctioned building plan. The Developer would sell and/or transfer the units and saleable spaces of the building/s complex in favour of the buyers on Ownership basis at such consideration price and on such terms and conditions as the Developer with the consent of land owners shall from time to time decide.

✓ 14.2 The Landowners shall be entitled to be paid 65% of such sales realization towards "Landowners' Allocation" and the Developer shall be entitled to the remaining balance 35% of the sale proceed towards "Developer's Allocation".

For the purpose of this Agreement, the expression "Sale Proceeds" shall mean all amounts as may be received and/or realized by the Developer on account of sale or otherwise disposal of Units (including car parking spaces, servant quarters, open terraces, preferential location charges, floor height, escalation charges etc.) at the building/s complex including those on account



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of interest, if any, on account of delayed payment of the consideration as also all other amounts that may be received and/or realized from the Buyers of Units on account of penalty, compensation and/or forfeited amount and/or transfer/nomination fee etc. The Deposits/ Extra Charges/ Taxes are however excluded from the Sale Proceeds.

14.3 The developer would sale while selling and/or transfer the units and saleable spaces of the Building/Complex in favour of the prospective buyers subject to the term that the prospective buyers shall have "NO OBJECTION" for future development of the Residential complex on the other plots of land of the Landowners and the same adjacent or in continuation to the present Commercial Complex and that no such agreements shall be entered into nor any units/ other saleable space shall be transferred and sold without such "NO OBJECTION" on the part of the buyers.

14.4 The Developer shall be entitled to negotiate with the prospective Buyers of Units and other spaces areas rights and benefits at the proposed building/s complex and enter into agreements for sale or otherwise transfer of the same and the same at or for such consideration and on such terms and conditions as the Developer with the consent of the Landowner think proper and also to receive earnest moneys, part payments and consideration amounts, which shall be dealt with by the Landowners and the Developer in the manner as stated hereinabove.

14.5 The Parties hereto hereby agree that all agreements, contracts, deeds and documents for sale or otherwise disposal of the Units/Saleable spaces of the building/s complex shall be drawn up on terms, conditions and covenants as the Developer in consultation with the Landowners decide.



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14.6 The parties have further agreed that instead of insisting for payment of the revenue/price on account of the area/saleable space of the building complex which would remain unsold as on the date of expiry of within the period of 4 (Four) years from the date of issuance of the sanctioned building plan as provided in Clause 14.2 above, the Landowners may at their discretion continue in the project and further allow the Developer to sell the remaining portions of the building/s complex and the same within such period as the parties may mutually agree, subject to the Landowners being paid 65% of the revenue/sale price or the minimum revenue/price calculated at a stipulated rate or the realised sale price per Sq. ft., whichever amount is higher.

14.7 The parties hereto hereby also agree that consent or authority of the Landowners shall be required in the matter of the Developer negotiating prices for selling or otherwise disposing of the Units/Saleable spaces of the building/s complex and in the matter of the Developer receiving and/or collecting the earnest moneys, part payment and consideration moneys from the intending buyers.

15. **ESCROW BANK ACCOUNT :**

15.1 The Developer and Landowners herein shall jointly open a separate current Bank Account in the name of the Developer for and on account of the said Project and the same with such Bank ("Escrow Banker") as the parties shall think proper. Such Escrow Bank Account shall be operated jointly.

15.2 All the Sale Proceeds in respect of sales of all the Units at the Building/s Complex shall be deposited only in the Escrow Bank Account to be opened and operated jointly by the Developer and the Landowners ("Sale Consideration Escrow Account") as



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aforesaid and the same shall be disbursed and shared in the following manner:

- a) 65% (Sixty-Five percent) of the Sale Proceeds shall be transferred to the Current Bank Account of the Landowners;
- b) 35% (Thirty-Five percent) of the Sale Proceeds shall be transferred to a separate Current Bank Account to be opened and operated by the Developer;

15.3 All the proceeds and rental realization on account and in respect of the "Parking Plaza" shall be deposited only in an "Escrow Account" and the same with the standing instruction to the Escrow Banker to disburse in equal proportion respectively into the Landowners and the Developer on the last day of every month the amounts of proceeds and/or rentals of the said "Parking Plaza" deposited in the Separate Escrow Account.

15.4 The Developer agrees and undertakes not to deposit the Sale Proceeds of the "said Units" and/or the proceeds and/or rentals of the "Parking Plaza" or any part thereof in any account other than the respective Escrow Accounts. Any discrepancy in account shall be reconciled and adjusted quarterly.

15.5 The Sale Proceeds transferred to the Developer's Bank Account in terms of Clause 15.2(b) above shall be withdrawn and/or used and/or utilized by the Developer in accordance with the West Bengal Real Estate Regulatory Authority Act and the Rules and Regulations thereunder as applicable to the whole project. The Sale Proceeds transferred to the Landowners' Bank Account in terms of Clause 15.2(a) above shall be withdrawn and/or used and/or utilized by the Landowners in any manner they choose without any restrictions whatsoever.



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16. **SECURITY DEPOSIT :**

16.1 It is recorded that on or before the execution of this Agreement, the Developer herein has duly deposited with the Landowners the sum of Rs. 5,00,00,000/- (Rupees Five Crores) only as and by way of security deposit which the Landowners have agreed between themselves to take the deposit in the name of Terai Infrastructures Ltd.

16.2 The said security deposit amount mentioned in **Clause 16.1** above would carry no interest and would be refunded to the Developer by the Landowners in the manner mentioned in **Clause 16.3** hereunder.

16.3 The parties have agreed that the said security deposit amount mentioned in **Clause 16.1** above, shall be refunded to the Developer by the Landowners out of the amounts which would become payable to the Landowners towards "Landowners' Allocation" after the entire project is sold and/or with the consent of the landowners.

17. **RATES, TAXES AND MAINTENANCE :**

17.1 On and from the date of issuance of the sanctioned plan, the Developer herein shall bear and pay the land revenue as also the Municipal taxes and other rates taxes and outgoings whatsoever concerning or relating to the "said Land" till the Developer complete construction of the said proposed building complex and makes over the Commercial units and other saleable spaces of the building/s complex to the buyers.

17.2 On and from the date of completion of the proposed building complex as also making over of possession of the several Commercial units and other saleable spaces of the building complex to the buyers and/or transferees/the Buyers/ Transferees



TERAI INFRASTRUCTURE LTD
DIRECTOR

TERAI TEA CO. LTD.
Authorised Signatory

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Abhijit Tea Co. (P) Ltd.
Authorised Signatory

SMD ENCLAVE LLP
PARTNER

shall be responsible to bear and pay the land revenue, Municipal taxes and all other rates, taxes and outgoings as also to pay the monthly maintenance and service charges on account of their respective Commercial units and other saleable spaces.

17.3 The Developer as a service provider shall be liable to pay, satisfy and discharge all the tax liabilities in relation to construction, execution and development of the Project (Project Taxes) including those on account of GST and other indirect tax, if any. The Developer shall be entitled to receive the taxes which will be payable by the intending transferees in respect of the Units.

17.4 The Developer shall keep the Landowners saved, indemnified and harmless from or against all demands and liabilities on account of rates and taxes mentioned above arising out of or relating to the Project.

17.5 On and from the date of completion of construction of the said building/s complex, the Developer shall be responsible to look after, manage and administer the day-to-day maintenance of the building/s complex as also maintenance of the common parts, areas, amenities and facilities at the building/s complex till the formation of an Association/Syndicate or incorporation of a Company for the purpose.

17.6 After the completion of the construction of the said building/s complex, the Developer shall cause an Association or Syndicate or Limited company to be floated and/or incorporated for the purpose of managing and maintaining of the common facilities, common areas and amenities at the said building/s complex. The Developer shall also be responsible to frame the rules, regulations and byelaws of such Management Association/Syndicate/Company.



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18. MISCELLANEOUS:

18.1 The Landowners and the Developer have entered into this Agreement purely on principal-to-principal basis and nothing stated herein shall be deemed or construed to be a partnership and/or joint venture between the Developer and the Landowners nor the parties hereto shall constitute an Association of persons.

18.2 Nothing in these presents shall be construed as a sale, transfer or assignment or conveyance in law by the Landowners of the "said Property" and/or the "said Land" or any part thereof to the Developer, or as creating any right title or interest in respect thereof in favour of the Developer, save the right to undertake development as per this Agreement.

18.3 The Project and/or the proposed building/s to be erected by the Developer in or upon the "said Land" shall be named with such name as may be mutually agreed and already decided in Clause 13.3 hereinabove. However it is agreed that name "**AMIT**" shall be bold and bigger in size.

18.4 On completion of the development of the "said Land" and/or construction of the said building/s as also distribution of the sale proceeds of the several Units and other saleable spaces of the building/s between the Landowners and the Developer in proportion to their respective shares in the Project as per the terms herein recorded, this Agreement shall stand fulfilled.

18.5 The Landowners and the Developer hereby agree and undertake to sign and execute all other deeds and documents for smooth implementation of this Agreement, as and when so required.

18.6 The Landowners and/or their authorized representatives shall at all times be entitled to view and inspect the progress of the



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development work and/or construction of the building/s at the "said Land".

18.7 Neither of the parties hereto shall be entitled to dispute the legality and/or enforceability and/or validity of this Agreement and/or any of the terms herein recorded.

18.8 If at any time hereafter it shall appear that any of the parties hereto has failed and/or neglected to carry out its/their obligations under this agreement or to extend full co-operation agreed to be extended hereunder, then the party carrying out the obligations and responsibilities of the defaulting party shall be entitled to claim all losses and damages suffered by them from the defaulting party without prejudice to its/their other rights hereunder.

18.9 The Developer hereby agrees and covenants with the Landowners that the Developer shall not in any manner transfer and/or assign its rights and/or benefits under this Development Agreement nor nominate any other person or party to undertake and carry out development of the "said Land" or portion thereof.

18.10 That any taxes such as Capital Gain, Income Tax, and any other taxes as applicable by the Government shall be borne by the Landowners & Developer in their respective shares.

19. **DOCUMENTATION :**

19.1 All agreements, contracts, deeds, documents for the sale or otherwise disposal of the units at the building/s shall be identical containing the similar terms and conditions as may be approved by the Developer.

19.2 All deeds, documents, Agreements and papers as may from time to time be required to be prepared in pursuance of this Agreement including those for sale and/or disposal of the units



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and other spaces of the building/s shall be prepared as mutually agreed by the parties.

20. **CONFIDENTIALITY :**

20.1 The parties hereto and each of them and their staff and employees shall keep confidential this Agreement as also the terms herein recorded and further the information which they may acquire in relation to the Development of the "said Land" contemplated by this Agreement and shall not disclose the same to outsiders.

21. **ENTIRE AGREEMENT :**

21.1 This Agreement records all the terms, conditions, understandings, representations, and declarations by and between the parties, oral or writing with regard to the subject matter hereof.

21.2 This Agreement is a culmination of the discussions and negotiations between the parties and constitutes the final bargain between them and all rights and obligations with respect to the "said Land" shall be governed only by this Agreement. No offer, counter offer or communication made or exchanged between the parties, contrary to or inconsistent herewith, prior to this Agreement shall bind the parties.

22. **AMENDMENTS :**

22.1 No modification or amendment of this Agreement nor waiver of the terms or conditions herein recorded shall be binding, unless made specifically in writing by the parties.

23. **SEVERABILITY :**

23.1 If any of the provisions of this Agreement is or become invalid, unlawful or unenforceable, the parties agree that the



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DIRECTOR

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Authorised Signatory

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PARTNER

validity, legality and/or enforceability of the remaining provisions shall not in any way be affected or impaired.

24. ARBITRATION AND CONCILLATION :

24.1 In case of there being any dispute or difference or misunderstanding by and between the parties hereto concerning or relating to or arising out of this agreement and/or interpretation of this agreement or any of the clauses herein recorded and/or the completion of the transaction as per this agreement, the parties would hold joint meetings and make all possible efforts to conciliate and/or settle such disputes and/or differences and/or misunderstandings mutually.

24.2 In the event the parties hereto being not able to amicably clear the confusions and/or misunderstandings and/or to mutually resolve the disputes and/or differences within a fortnight from the date of such disputes or difference, such disputes and differences by and between the parties hereto concerning or relating to or arising out of this Agreement or with regard to interpretation of this Agreement or any of the clauses herein recorded and/or the respective claims of the parties, shall be referred to the sole Arbitrator to be nominated by the parties for final adjudication as per the provisions of the Arbitration and Conciliation Act, 1996. The sole Arbitrator shall have summary power and need not record the reasons and further be at liberty to make interim awards.

25. JURISDICTION :

25.1 The Courts at Jalpaiguri shall exclusively have the Jurisdiction to entertain, try and determine all matters concerning or arising out of this Agreement.



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DIRECTOR

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SMD ENCLAVE LLP

PARTNER

THE FIRST SCHEDULE ABOVE REFERED TO

DESCRIPTION OF THE PREMISES (TOTAL AMALGAMATED LAND)

ALL THAT PIECE OR PARCEL of Vacant Land measuring about 3.148 acres situated at Mouza - Dabgram, appertaining to R.S. Plot Nos. 235(P), 237(P), 238(P) & 235/830(P) corresponding to L.R. Plot Nos. 2, 3, 5, 6, 7, 8, 9, 10 & 11 under R. S. Sheet No. 08 corresponding to L.R. Sheet No. 35, and L.R. Plot NO. 12 & 13 under R. S. Sheet No. 08 corresponding to L.R. Sheet No. 34, recorded in R.S. Khatian No. 558 & 569/1 corresponding to L.R. Khatian Nos. 57, 58, 60, 67, 84 & 115, J. L. No. 02, Pargana - Baikunthapur, located at Sevoke Road, within Road Zone : Cosmos Mall to Orbit Mall, within Siliguri Municipal Corporation in Ward No. "41", bearing SMC Holding Nos. VL/100/F/73, 60/2032/1/N & VL/100/F/72, P.S. - Bhaktinagar, Dist. Jalpaiguri, Addl. Dist. Sub - Registry Office Bhaktinagar, Dist. Jalpaiguri.

The said land is butted and bounded as follows: -

By the North	:	S.M.C Road;
By the South	:	Planet Mall;
By the East	:	Land of Terai Infrastructures Limited;
By the West	:	Sevoke Road;



TERAI INFRASTRUCTURES LTD
C.K. L. L.
DIRECTOR

TERAI TEA CO. LTD.
C.K. L. L.
Authorised Signatory

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Abhijit Tea Co (P) Ltd.
C.K. L. L.
Authorised Signatory

SMD ENCLAVE LLP
Deepak Singh
PARTNER

L.R. PLOT NOS.	AREA (ACRES)
02 (P)	0.33
03	0.18
05 (P)	1.09
06 (P)	0.05
07 (P)	0.2835
08	0.38
09	0.19
10	0.24
11 (P)	0.12
TOTAL	2.8635

The aforesaid land is bounded and butted as follows :-

By the North : S.M.C. Road going towards Terai Bloodbank;
By the South : Land & Building of Planet Mall;
By the East : Land of Terai Infrastructures Ltd.;
By the West : Sevoke Road.



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DIRECTOR

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PARTNER

THE THIRD SCHEDULE ABOVE REFERRED TO
"Specifications"

1. STRUCTURE :

R.C.C. Structure with brick walls (According to Architect)

2. FLOORING :

Lobbies - Granite or
Vitrified tiles or Marble
Unit - Vitrified tiles
Toilet - Anti Skid tiles

3. UNIT MAIN DOOR :

Rolling Shutter or Wooden Shutter

4. TOILETS DOOR :

Wooden Flush door

5. WALLS FINISH :

Plaster of Paris

Toilets-Ceramic Tiles



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DIRECTOR

TERAI TEA CO. LTD.

Authorised Signatory

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Authorised Signatory

SMD ENCLAVE LLP

PARTNER

6. WINDOWS :

Exclusive powder coated Aluminium Casement / Sliding Window or PVC Windows

7. TOILET FITTINGS :

Designer ceramic tiles on walls up to door height. High quality Sanitary wares of Hindustan/ Parryware or equivalent brand. Modern CP fittings of sleek / jaquar or equivalent brand.

8. ELECTRICALS :

Unit - provided with main DB.

Toilet Area - complete with copper wiring.

9. LIFTS :

As per Sanction Plan

10. FIRE PROTECTION :

Fire safety system as per recommendation of West Bengal Fire Service Department.

11. LANDSCAPING :

Landscaped compound and common areas.

12. COMMUNICATION :

Not Applicable



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PARTNER

13. WATER SUPPLY :

Corporation water supplemented with deep tubewell, subject to approval by Municipality.

14. AMENITIES :

Exquisite facade , structural glazing with Aluminium cladding where ever required Standby power for common utilities in the building by D.G. Set.

15. POWER SUPPLY & BACK UP :

HT / LT with standby power service for lifts, water pumps and common lighting by DG set.

16. PARKING :

Adequate Parking to be Provided.



IN WITNESS WHEREOF the above parties do hereunto set their hands on the day, month and year first above written.

WITNESSES: -

1. Gantam Agamwal
S/o LT Ramdhari Agamwal
Seth Smilal Market
P.O & P.S - Siliguri
Dist! - Darjeeling

2. Bijan Dey
S/o, Lt. Gayendranath Dey
2nd mile, Seroker Road,
Siliguri - 734001

TERAI INFRASTRUCTURES LTD

[Signature]
DIRECTOR

LANDOWNER NO. 1

TERAI TEA CO. LTD.

[Signature]
Authorised Signatory

LANDOWNER NO. 2

Abhijit Tea Co. (P) Ltd.

[Signature]
Authorised Signatory

LANDOWNER NO. 3

SMD ENCLAVE LLP

[Signature]

PARTNER

DEVELOPER/CONFIRMING PARTY

Drafted, read over and explained
by me and printed in my office.



[Signature]

JAIDEO PRASAD SAH
ENRL - F/158/07/2021
ADVOCATE /SILIGURI

TERAI INFRASTRUCTURES LIMITED

Regd. Office : 11, GOVERNMENT PLACE (EAST), 1ST FLOOR, KOLKATA-700 069, INDIA
Telephones : 91-33-4021-4444, Fax : 91-33-2248-9182
E-mail : tersitea@gmail.com

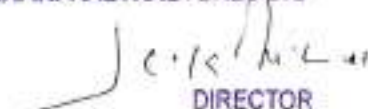
Extract of the Minutes of the meeting of the Board of Directors of Terai Infrastructures Ltd. held at its Registered office of the company 10, Govt. Place East, 1st Floor, Kolkata - 700 069 on 4th February 2025 at 2.30 PM.

The Chairman informed the Board that a development agreement is required to be executed by the company with SMD ENCLAVE LLP represented by Sri Deepak Kumar Agarwal. After discussions it was unanimously and by consent of all directors present in the meeting

RESOLVED that Mr. Kamal Kishore Bihani, a director of the company be and is hereby duly authorized by the board of directors to execute the said development agreement for and on behalf of the company as a director of the company and further empowered to take all necessary steps for the same.

It was Further Resolved that the Board of Directors further agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the said Mr. Kamal Kishore Bihani, a director of the Company in exercise of the powers hereby confirmed and shall always be deemed to have been done by us.

TERAI INFRASTRUCTURES LTD


DIRECTOR

Accepted by me
(Kamal Kishore Bhani)

Certified to be true copy

TERAI INFRASTRUCTURES LTD.


Director



TERAI TEA COMPANY LIMITED

REGD. OFFICE : 10 GOVERNMENT PLACE (EAST), 1ST FLOOR, KOLKATA - 700 069, INDIA

Telephones : +91 (033) 460-13789 / 39789 / 19789, 406-45789

E-mail : teraitea@gmail.com • Website : www.terraigroup.com

CIN : L51226WB1973PLC029009



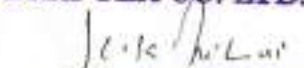
Extract of the Minutes of the meeting of the Board of Directors of Terai Tea Co. Ltd. held at its Registered office of the company 10, Govt. Place East, 1st Floor, Kolkata - 700 069 on 14th February 2025 at 4.00 PM.

The Chairman informed the Board that a development agreement is required to be executed by the company with SMD ENCLAVE LLP represented by Sri Deepak Kumar Agarwal. After discussions it was unanimously and by consent of all directors present in the meeting

RESOLVED that Mr. Kamal Kishore Bihani, the authorized representative of the company be and is hereby duly authorized by the board of directors to execute the said development agreement for and on behalf of the company as authorized representative of the company and further empowered to take all necessary steps for the same.

It was Further Resolved that the Board of Directors further agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the said Mr. Kamal Kishore Bihani, Authorized representative of the Company in exercise of the powers hereby confirmed and shall always be deemed to have been done by us.

TERAI TEA CO. LTD.


Authorized Signatory

Accepted by me
(Kamal Kishore Bhani)

Certified to be true copy

TERAI TEA COMPANY LTD.


DIRECTOR



ABHIJIT TEA COMPANY PVT. LTD.



Regd. Office : 10, GOVERNMENT PLACE (EAST), 1ST FLOOR, KOLKATA - 700 069, INDIA

Telephones : +91 (033) 460-39789 / 460-13789 / 406-45789

E-mail : teraitea@gmail.com • Website : www.teraignroup.com

CIN : U01132WB1978PTC031590

Extract of the Minutes of the meeting of the Board of Directors of Abhijit Tea Co. Pvt. Ltd. held at its Registered office of the company 10, Govt. Place East, 1st Floor, Kolkata - 700 069 on 4th February 2025 at 1.00 PM.

The Chairman informed the Board that a development agreement is required to be executed by the company with SMD ENCLAVE LLP represented by Sri Deepak Kumar Agarwal. After discussions it was unanimously and by consent of all directors present in the meeting

RESOLVED that Mr. Kamal Kishore Bihani, the authorized representative of the company be and is hereby duly authorized by the board of directors to execute the said development agreement for and on behalf of the company as authorized representative of the company and further empowered to take all necessary steps for the same.

It was Further Resolved that the Board of Directors further agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by the said Mr. Kamal Kishore Bihani, Authorized representative of the Company in exercise of the powers hereby confirmed and shall always be deemed to have been done by us.

Abhijit Tea Co. (P) Ltd.

Authorised Signatory

Accepted by me

(Kamal Kishore Bihani)

Certified to be true copy

ABHIJIT TEA CO. PVT. LTD.

Mano

Director

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

TERAI INFRASTRUCTURES LTD

Signature with date

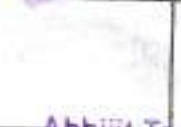
DIRECTOR

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	Left Hand					
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	Right Hand					

TERAI TEA CO. LTD.

Signature with date

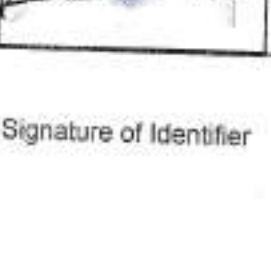
Authorised Signatory

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

Abhijit Tea Co. (P) Ltd.

Signature with date

Authorised Signatory

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

SMB ENCLAVE LLP

Signature of Identifier

Signature of R.O.

Signature with date

PARTNER

IDENTIFIER PHOTO SHEET

PHOTO



Gautam Agarwal

LEFT THUMB IMPRESSION



Gautam Agarwal

Signature of Identifier

জেলা- জলপাইগুড়ি স্বত্তিমান নং- ৫৭

[০৭০১৪০৫]

মৌজা- ডাকগ্রাম সিট জে.এন.নং- ২
নং- ৩৫

থানা- রায়গঞ্জ



(১) রাজস্ব- ৬২৮.০০ টাকা

(২) জমির পরিমাণ(এ)- ১.৪০০০

(৩) মোট দরখাস্ত সংখ্যা- ৬

	(৪) অত্রস্বত্বের দখলকারের বিবরণ	(৫) স্বত্ব	(৬) মন্তব্য
নাম-	ডেরাই ইনজারডাক- চার্লস শঙ্করদাস	স্বত্ব	
পিতা-	কমল কিশোর বিহারী		
ঠিকানা-	সিং-আর.সি.বিহারী স্ট্রা-বিজ		



(৭) অত্রস্বত্বের নিম্ন দখলীয় জমি

দাখল নং	জমির ব্রেনী	মন্তব্য	দাখলের মোট পরিমাণ(এ)	দাখলের মধ্যে অত্রস্বত্বের অংশ	দাখলের মধ্যে অত্রস্বত্বের জমির অংশের পরিমাণ
					একর হেক্টর
১	দহলা		০.২৪০০	১.০০০০	০.২৪০০
২	দহলা		০.৬৪০০	০.৬৭৬৪	০.২০০০
৩	দহলা		০.২১০০	১.০০০০	০.২১০০
৪	দহলা/কারখানা		১.৭১০০	০.১০২২	০.১৮০০
৫	দহলা	*১০থারার নিম্নলিখিত প্রঃ চা আকির্গী ও ধর্মকর্গী	০.৩৮০০	১.০০০০	০.৩৮০০
৬	দহলা		০.১৬০০	১.০০০০	০.১৬০০
মোট দরখাস্ত সংখ্যা- ৬					



Fees Received : Application Fee : Rs. 10, Authentication Fee : Rs. 10 x 1, Total fee : Rs. 20 , Copy No.: 30393

জেলা— অসমপ্রদেশ
 খতিয়ান নং—
 মৌজা—
 জেলা.এম. নং—
 থানা—

(১) রাস্তা— ৫২৪.০০ টাকা

(২) জমির মোট পরিমাণ— ০.১১০০ একর (৩) মোট দাগের সংখ্যা—

(৪) অত্রনথের দখলকারের বিবরণ

(৫) বয়স

(৬) মজুরা

নাম
 পিতা/স্বামী
 ঠিকানা

ডেপুটি কমিশনার
 সীতারামপুর
 বিজ্ঞান-সংস্কৃতি-সমাজ-সংস্কার

রাস্তা



(৭) অত্রনথের নিজ দখলীত জমি :

দাগ
 নং

জমির
 প্রকার

ATTACHED
 Soil

দাগের
 মোট
 পরিমাণ

দাগের
 মোট
 আয়তনের
 অংশ

দাগের মোট আয়তনের
 জমির অংশের
 পরিমাণ

একর

অংশ

একর

বৈধ

নাম/স্বামী

৪(C) দাগের বিবরণ প্রা. টা. সীতারামপুর ও বরকট

১.৭৬০০

০.১১০০

০.১১০০

দাগের মোট সংখ্যা

এক মাত্র

জেলা- জলপাইগুড়ি খতিয়ান নং- ৬০

[০৭০১৪৩৫]

মৌজা- ডাবগ্রাম মিট জে.এল.নং- ২
নং- ৩৫

খানা- রাজগঞ্জ



(১) রাজস্ব ৫২৫.০০ টাকা

(২) জমির পরিমাণ(এ)- ০.৪৭০০

(৩) মোট দাগের সংখ্যা- ২

(৪) অত্রস্থলের দখলকারের বিবরণ		(৫) বছর	(৬) মন্তব্য
নাম	অভিজিত টী কোঃপ্রাঃ লিঃ পণ্ডে ডাঃ	সাময়	
পিতা	মিতারাম শর্মা		
ঠিকানা	লিঃ-ঘনশ্যাম শর্মা সাং- নিজ		

(৭) অত্রস্থলের নিজ দখলীয় জমি

দাগ নং	জমির প্রকৃতি	মন্তব্য	দাগের মোট পরিমাণ(এ)	দাগের মধ্যে অত্রস্থলের অংশ	দাগের মধ্যে অত্রস্থলের জমির অংশের পরিমাণ	একর	বৈটন
১	দহলা		০.৩৪০০	০.৩২০৫		০.১১০০	
২	দহলা/কারখান	মোঃখানার বিরুদ্ধে প্রঃ চা ফ্যাক্টরী ও ধর্ম কটা	১.৭৬০০	০.২০৪৫		০.৩৬০০	
মোট দাগের মধ্যে- দুই দাগ			মোঃখানার বিরুদ্ধে প্রঃ চা ফ্যাক্টরী ও ধর্ম কটা				



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of the Indian Evidence Act

জেলা জলদাইগুড়ি খতিয়ান নং- ৬৭

[০৭০১৪০৫]

মৌজা- ডাখতাম সিট জে.এল.নং- ২

থানা- রাজগঞ্জ



(১) রাজস্ব- টাকা

(২) জমির পরিমাণ(এ)- ০.৩৩৩৫

(৩) মোট দাগের সংখ্যা- ২

	(৪) অগ্রস্বরের দখলকারের বিবরণ	(৫) স্বর	(৬) মন্তব্য
নাম	তেরাই ইলেক্ট্রা স্ট্রাকচার লিমিটেড পক্ষে সীতারাম শর্মা	স্বয়ং	
পিতা	মৃত ঘনশ্যাম		
ঠিকানা	সেবক রোড, গিলিগুড়ি		

(৭) অগ্রস্বরের বিজ দখলীক জমি

দাগ নং	জমির প্রকৃতি	মন্তব্য	দাগের মোট পরিমাণ(এ)	দাগের মধ্যে অগ্রস্বরের অংশ	দাগের মধ্যে অগ্রস্বরের জমির অংশের পরিমাণ
					একর হেক্টর
৬	বাড়	৫০ ধারা প্রযোজ্য	০.৪৬০০	০.১০৮৬	০.০৫০০
৭	লাওয়ার মিল	৫০ ধারা প্রযোজ্য	২.৪০০০	০.১১৮১	০.২৮৩৫

৭২ গিলিগুড়ি লাওয়ার মিল ৪০ ধারার বিল্ডিং

মোট দাগের সংখ্যা- দুই মাত্র



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জেলা- জনশাইগুড়ি খতিয়ান নং- ১১৫
মৌজা- ডাখগ্রাম সিট জে.এল.নং- ২
নং- ৩৫

[০৭০১৪০৫]

খানা- রাজমহল



(১) রাজস্ব- টাকা

খতিয়ান তৈরির তারিখ - 13/01/2021

(২) জমির পরিমাণ(এ)- ০.১২০০

(৩) মোট দায়ের সংখ্যা- ১

	(৪) অগ্রদ্বারের দখলকারের বিবরণ	(৫) স্বাক্ষর	(৬) মন্তব্য
নাম-	ভরাই ইনডাস্ট্রিয়াল গ্ৰুপ ডাইরেক্টর কমল কিশোর বিহারী	স্বাক্ষর	
ঠিকানা-	আগারওয়াল হাউস, পোঃ সেবক রোড, খানা- শিদিগুড়ি, জেলা- দার্জিলিং		



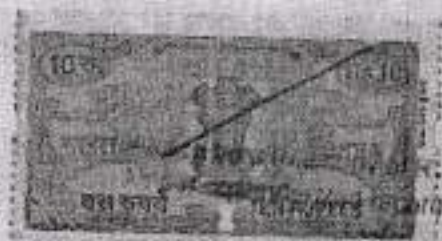
(৭) অগ্রদ্বারের নিজ দখলীর জমি

দায় নং	জমির প্রকৃতি	মন্তব্য	দায়ের মোট পরিমাণ(এ)	দায়ের মধ্যে অগ্রদ্বারের অংশ	দায়ের মধ্যে অগ্রদ্বারের জমির অংশের পরিমাণ
				একর	হেক্টর
১১	ঘনসা/বাগ		০.২৫০০	০.৪৮০০	০.১২০০

আগত খং নং - ২৪,২৭

৪০০০০০০০ বিক্রমে ৪০০০০০০০ বিক্রমে

মোট দায়ের সংখ্যা- এক মাত্র



Authorized U/S-76 of the Indian
Evidence Act, 1872

Fees Received : Application Fee : Rs. 10, Authentication Fee : Rs. 10 x 1, Total fee : Rs. 20 ,Copy No.:3094

Major Information of the Deed

Deed No :	I-0711-01793/2025	Date of Registration	19/03/2025
Query No / Year	0711-3000672495/2025	Office where deed is registered	
Query Date	06/03/2025 1:38:59 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Jaidego Prasad Sah Siliguri Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7001559828, Status : Advocate		
Transaction		Additional Transaction	
[0110] Sale, Development Agreement or Construction agreement		[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4311] Other than Immovable Property, Receipt [Rs : 5,00,00,000/-]	
Set Forth value		Market Value	
		Rs. 100,65,63,545/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 5,00,021/- (Article:E, E, B)	
Remarks:	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Sevoke Road, Road Zone : (Cosmos Mall – Orbit Mall) , Mouzar: Dabgram Sheet No - 8, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-235	RS-558	Commercial Use	Bastu	0.5805 Acre		20,40,54,527/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L2	RS-235/830	RS-558	Commercial Use	Bastu	0.02 Acre		70,30,302/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L3	RS-237	RS-569/1	Commercial Use	Bastu	1.793 Acre		63,02,66,610/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
L4	RS-238	RS-569/1	Commercial Use	Bastu	0.47 Acre		16,52,12,106/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
TOTAL :					286.35Dec	0 /-	10065,63,545 /-	
Grand Total :					286.35Dec	0 /-	10065,63,545 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	TERAI INFRASTRUCTURES LIMITED Government Place East Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 Date of Incorporation:XX-XX-2XX5 , PAN No.:: AAxxxxxx4E,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
2	TERAI TEA COMPANY LIMITED Government Place, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 Date of Incorporation:XX-XX-1XX3 , PAN No.:: AAxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative
3	ABHIJIT TEA COMPANY PRIVATE LIMITED Government Place, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069 Date of Incorporation:XX-XX-1XX8 , PAN No.:: AAxxxxxx5A,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative, Executed by: Representative

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	SMD ENCLAVE LLP Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Date of Incorporation:XX-XX-2XX3 , PAN No.:: AFxxxxxx7H,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Representative Details				
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Shri Kamal Kishore Bihani (Presentant) Son of Late Ramchandra Bihani Date of Execution - 19/03/2025, , Admitted by: Self, Date of Admission: 19/03/2025, Place of Admission of Execution: Office		 Mar 19 2025 11:02AM	 Captured LTI 19/03/2025	 19/03/2025
, 2nd Mile , Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX4 , PAN No.:: AGxxxxxx9K, Aadhaar No: 22xxxxxxxx4641 Status : Representative, Representative of : TERAI INFRASTRUCTURES LIMITED (as director), TERAI TEA COMPANY LIMITED (as authorised signatory), ABHIJIT TEA COMPANY PRIVATE LIMITED (as authorised signatory)				

2	Name	Photo	Finger Print	Signature
	Shri Deepak Kumar Agarwal Son of Late Shyam Sundar Agarwal Date of Execution - 19/03/2025, , Admitted by: Self, Date of Admission: 19/03/2025, Place of Admission of Execution: Office	 Mar 19 2025 11:53AM	 LT1 19/03/2025	 19/03/2025
Rasraj, Mahabirathan , Siliguri, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District-Darjeeling, West Bengal, India, PIN:- 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX8 , PAN No.: ACxxxxxx7D, Aadhaar No: 91xxxxxxxx1028 Status : Representative, Representative of : SMD ENCLAVE LLP (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Gautam Agarwal Son of Mr Ramdhari Agarwala Seth Srial Market, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District-Darjeeling, West Bengal, India, PIN:- 734001	 19/03/2025	 LT1 19/03/2025	 19/03/2025
Identifier Of Shri Kamal Kishore Bihani, Shri Deepak Kumar Agarwal			

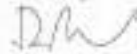
Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	TERAI INFRASTRUCTURES LIMITED	SMD ENCLAVE LLP-0.5805 Acre
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	TERAI INFRASTRUCTURES LIMITED	SMD ENCLAVE LLP-0.02 Acre
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	TERAI INFRASTRUCTURES LIMITED	SMD ENCLAVE LLP-0.986 Acre
2	TERAI TEA COMPANY LIMITED	SMD ENCLAVE LLP-0.7 Acre
3	ABHIJIT TEA COMPANY PRIVATE LIMITED	SMD ENCLAVE LLP-0.107 Acre
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	TERAI INFRASTRUCTURES LIMITED	SMD ENCLAVE LLP-0.259 Acre
2	TERAI TEA COMPANY LIMITED	SMD ENCLAVE LLP-0.211 Acre

Endorsement For Deed Number : I - 071101793 / 2025

On 06-03-2025

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 100,65,63,545/-



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

On 19-03-2025

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 11:41 hrs on 19-03-2025, at the Office of the A.D.S.R. BHAKTINAGAR by Shri Kamal Kishore Bihani

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

Execution is admitted on 19-03-2025 by Shri Kamal Kishore Bihani, authorised signatory, TERAI TEA COMPANY LIMITED (Public Limited Company), Government Palace, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069; authorised signatory, ABHIJIT TEA COMPANY PRIVATE LIMITED (Private Limited Company), Government Place, Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069; director, TERAI INFRASTRUCTURES LIMITED (Private Limited Company), Government Place East Kolkata, City:- Kolkata, P.O:- Kolkata, P.S:-Hare Street, District:-Kolkata, West Bengal, India, PIN:- 700069

Indentified by Mr Gautam Agarwal, . . Son of Mr Ramdhari Agarwala, Seth Srilal Market, Siliguri, P.O: Siliguri, Thana: Siliguri, City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Execution is admitted on 19-03-2025 by Shri Deepak Kumar Agarwal, PARTNER, SMD ENCLAVE LLP (LLP), . . Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indentified by Mr Gautam Agarwal, . . Son of Mr Ramdhari Agarwala, Seth Srilal Market, Siliguri, P.O: Siliguri, Thana: Siliguri, City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,00,021.00/- (B = Rs 5,00,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,00,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/03/2025 7:13PM with Govt. Ref. No: 192024250434956088 on 06-03-2025, Amount Rs: 5,00,021/-,
Bank: SBI EPay (SBIEPay), Ref. No. 7023338553029 on 06-03-2025, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,021/-

Description of Stamp

1, Stamp: Type: Impressed, Serial no 2661, Amount: Rs.5,000.00/-, Date of Purchase: 24/02/2025, Vendor name: Tanmoy Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/03/2025 7:13PM with Govt. Ref. No: 192024250434956088 on 06-03-2025, Amount Rs: 70,021/-, Bank: SBI EPay (SBIPay), Ref. No. 7023338553029 on 06-03-2025, Head of Account 0030-02-103-003-02



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

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2025, Page from 48928 to 48992

being No 071101793 for the year 2025.



Digitally signed by BISWARUP GOSWAMI
Date: 2025.03.21 12:16:40 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 21/03/2025
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.