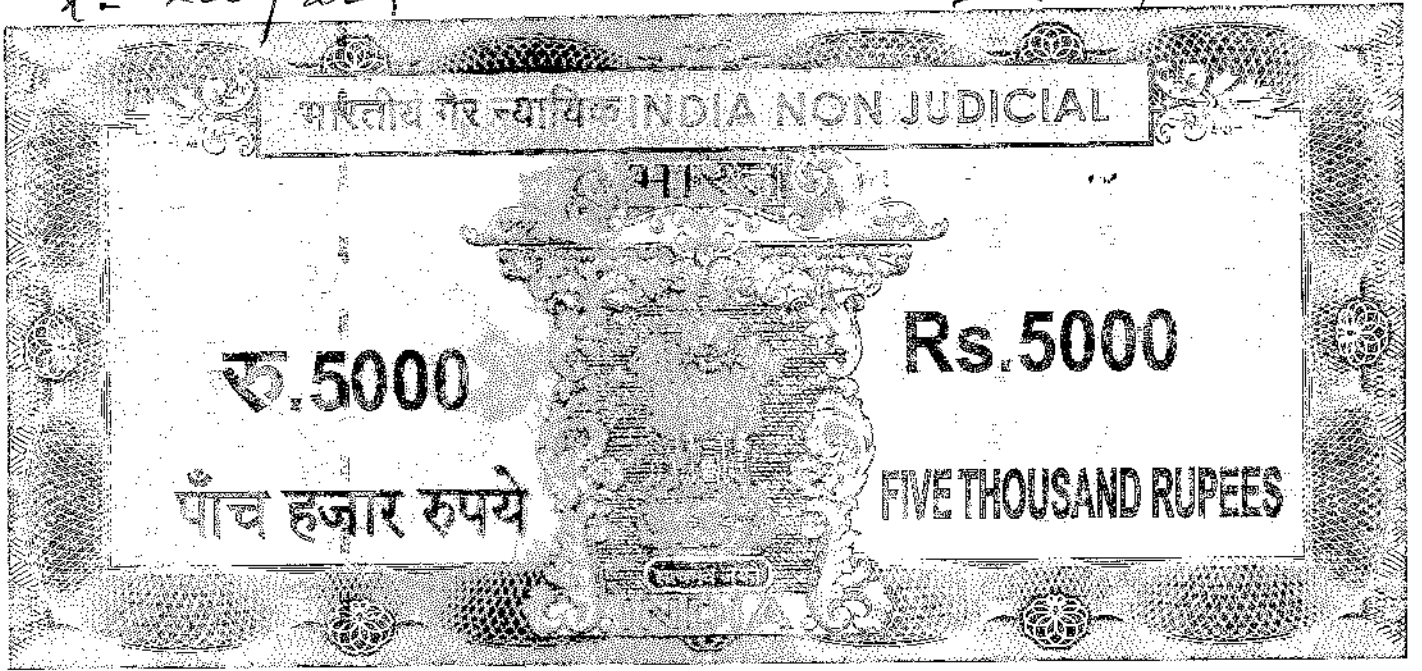


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10/01/2024
The 10/01/2024

Ram Kishore

VYOM GALAXY
Smt. Kumar Agarwal
Partner

VYOM GALAXY
Mr. Gopal
Partner

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 10th DAY
OF JANUARY 2024 (TWO THOUSAND TWENTY
FOUR).

NOTED THAT THE AGREEMENT IS SUBMITTED TO REGISTRATION
THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

Contd..P/2

Add. District Sub-Registrar,
Mirzapur at Mirzapur

10 JAN 2024

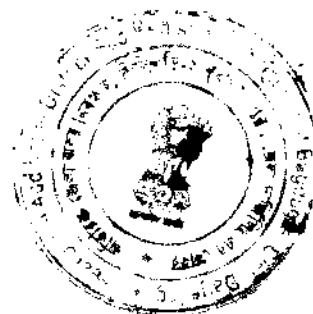
S. No. 386 Date 08/01/2024

Sold to Vijom Galaxy

OF Siliguri

Rs. 5000/- (Rupees) Five Thousand only

B. P. Chakraborty
B. P. Chakraborty
Stamp Vendor
Siliguri Court
L. No. R. D/108/1993
Darjeeling



[Faint handwritten text and signature]

10 Jan 2024

Ram Kalikotay

VYOM GALAXY
Sujit Kumar Agarwal
Partner

VYOM GALAXY
Nitin Gupta
Partner

BETWEEN

SRI RAM KALIKOTAY @ RAM KUMAR KALIKOTAY (PAN: BOSP4085C, Aadhar No. 7803-6484-6532)

Son of Late Mani Kumar Kalikotay, Hindu by religion, Indian by nationality, business by occupation, presently resident of Salbari, Panchanai Enclave, Ambadhura, Post Office - Salbari and Police Station - Matigara, District - Darjeeling, PIN - 734002, in the State of West Bengal, India and previously resident of Dr. Zakir Hussain Road, Ward No. 10, Rock Vill, Post Office - Bhanugram, Police Station - Darjeeling, Pin-734101, Dist. Darjeeling, in the state of West Bengal, India -- hereinafter called the **FIRST PARTY / OWNER** (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, representatives, administrators and assigns) of the **FIRST PART**.

AND

"**VYOM GALAXY**", (PAN No. **AAVFV0460C**), a partnership firm, having principal office at Asmi Kunj, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN - 734001, in the State of West Bengal, represented in these presents by its partners, (i) **SRI SUJIT KUMAR AGARWAL**, Son of Late Raj Kumar Agarwal, (having Aadhar No. **2360-6909-2332**) Hindu by religion, Indian by nationality, businessman by occupation, resident of Asmi Kunj, Ashrampara, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN - 734001, in the State of West Bengal, India and (ii) **SRI NITIN GUPTA**, Son of Sri Naresh Kumar Gupta, (having Aadhar No. **7374-1765-9986**), Hindu by faith, Indian by nationality, business by occupation, residing at **RAJNIGANDHA**, Sevoke Road, Sri Ram Colony, Siliguri, P.O. Siliguri and P.S Bhaktinagar, Pin - 734001, District Jalpaiguri, in the state of West Bengal, India -- hereinafter referred to as "**SECOND PARTY/DEVELOPER**" (which term and expression shall unless excluded by or repugnant to the context be demand to include its partner/s, successor/s-in-office, executor/s, administrator/s, representative/s and assign/s etc.) of the **"SECOND PART"**.

Ram Kumar Kalikotay

VYOM GALAXY
Sybil Kumar Agarwal
Partner

VYOM GALAXY
W. S. Singh
Partner

WHEREAS:-

1. One Smt. Tikmaya Gurung, Wife of Sri G.M Gurung of Sikkim became the absolute owner of a piece or parcel of land measuring 16 Katha 9 Chhataks more or less, situated within Mouza – Panchanai, Pargana – Patharghata, J. L. No. 27 (29), Khatian No. 2/1, Plot No. 428, 427, Police Station – Matigara, District – Darjeeling within specific boundaries by virtue of a Deed of Sale, which was executed on 16.05.2001 in her favour by Sri Gay T. Dhungel, Son of Sri Augustine Bhungel and registered in the office of the Additional District Sub-Registrar Siliguri, Dist. Darjeeling, transcribed in Book No. I, Volume No. 38, Page No. 385 to 396, being document No. 2005 for the year 2001 and by virtue of her said purchase, she acquired the said land, in her actual, khas and physical possession having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

2. **AND WHEREAS** being owner in such possession said Smt. Tikmaya Gurung, Wife of Sri G.M Gurung of Sikkim sold and transferred her aforesaid total land area measuring 16 Katha 9 Chhataks more or less, situated within Mouza – Panchanai, Pargana – Patharghata, J. L. No. 27 (29), Khatian No. 2/1, Plot No. 428, 427, Police Station – Matigara, District – Darjeeling within specific boundaries, by virtue of a Deed of Sale, which was registered on 11.09.2019 in favour of Sri Ram Kumar Kalikotay, Son of Late Mani Kumar Kalikotay of Salbari, Dist. Darjeeling and registered in the office of the Additional District Sub-Registrar Siliguri-II at Bagdogra, transcribed in Book No. I, Volume No. 0403-2019, pages from 125602 to 125620, being No. 040305523 for the year 2019 and by virtue of his said purchase, he acquired the said land in his actual, khas and physical possession having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever. The said land has been recorded in L.R. Plot No. 426, Mouza-Panchanai, L.R Khatian No. 4266 (in the name of Ram Kumar Kalikotay).

3. Thus aforesaid **Sri Ram Kumar Kalikotay**, Son of Late Mani Kumar Kalikotay (the First Party/Owner herein) became the owner of total land are measuring **16 Katha 9 Chhataks or 0.27 Acres** more or less, under the Mouza- **Panchanai**, Pargana-Patharghata, recorded in R.S Khatian No. **2/1**

Ram Khatia

VYOM GALAXY
Sujit Kumar Agarwal
Partner

VYOM GALAXY
Nitin Gupta
Partner

corresponding to L.R Khatian No. **4266**, comprised in and forming part of R.S. Plot No. **427, 428** corresponding L.R Plot No. **426**, J.L No. 027, Dist. Darjeeling, more particularly described in the **Schedule** herein under (herein after referred as "the said premises") having permanent, heritable and transferable right, title and interest therein.

4. The Owner above named being desirous of constructing a residential, commercial or mixed use building/s on the aforesaid below scheduled plot of land but not being in a position to put their contemplation and scheme into action due to preoccupation financial issues & inadequate expertise was in search of a developer who could construct the residential, commercial or mixed use complex.

5. The Second Party is a bonafide Developer / Promoter / Contractor / Builder having partners who have experience in design and construction along with adequate resources of finance for construction of multistoried building and also has got goodwill and reputation and have agreed to construct a residential, commercial or mixed use complex building/s on the aforesaid/below scheduled land and has agreed on the terms and conditions stated hereunder.

6. The Owner confirms that said premise is free from all encumbrance, charges, liens, dispendens, mortgages and attachments howsoever.

7. The Owner has agreed to grant an exclusive right of development of the aforesaid land in favor of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the said premises.

8. On, at or before execution of this agreement of development both the parties hereof had made certain assurances/ statements/ representations to each other and relying thereon in good faith both the parties have agreed to undertake development of the below scheduled landed property on the terms and conditions hereinafter appearing.

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Ram Kalikotay

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VYOM GALAXY
Sri Ram Agarwal
Partner

VYOM GALAXY
Sri Ram Agarwal
Partner

9. For better understanding and clarity, this agreement is divided into parts and its sub parts, list of the same is as follows:

ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

1.1: The Owner shall mean the said **SRI RAM KALIKOTAY @ RAM KUMAR KALIKOTAY**, the aforesaid person having whatsoever right, title and interest that he has in respect of the land described in the Schedule hereunder written and also his heirs, legal representatives, executors, nominee(s), assigns and constituted attorney.

1.2: Developer shall mean the said "**VYOM GALAXY**" and its partners and also executors, successors in office, representatives, administrators and assigns at all materials times.

1.3: Premises shall mean that entire piece and parcel of the land more fully and particularly described in the **Schedule** hereunder written.

1.4: Building/s shall mean the residential building/multistoried mixed use (residential cum commercial) complex building to be constructed at the said premises as per the plan(s) to be sanctioned by the designated authority.

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

1.6: Super built-up area shall mean the total constructed area which will include corridors, staircases, lifts (any), passageways, water tanks, reservoirs, area used for providing common facilities to the occupants like gym, games room, community hall, (if any) etc together with the width of the walls and such other areas used for accommodating common services

to the building to be constructed at the said premises.

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VYOM GALAXY
Sajit Kumar Agarwal
Partner

VYOM GALAXY

Meenakshi
Partner

1.7: Architect shall mean any qualified person or other qualified association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect for designing and planning of the building/s to be constructed at the said premises.

1.8: Saleable Area shall mean the space/s in the said multi storied building/s available for independent use and occupation after making due provisions of common facilities and the space required therefore and car parking space.

1.9: Owner's Allocation shall mean 48% (Forty Eight Percent) of the total constructed area in the proposed multistoried residential building or residential cum commercial complex (mixed use buildings) to be constructed over the below Scheduled land by the Developer as per plan or plans to be sanctioned by the respective authority.

1.10: Developer's allocation shall mean the remaining 52% (Fifty Two Percent) of the total constructed area in the proposed multistoried residential building/s or residential cum commercial complex (mixed use building/s) to be constructed over the below Scheduled land.

1.11: The Owner shall execute a Development Power of Attorney in favor of the Developer for executing the necessary documents in respect of construction of the building.

1.12: Transfer with its grammatical variations and cognate expressions shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in the said multistoried building/s to purchaser/s thereof.

1.13: Transferee shall mean a person, persons, Firm, limited company, Association of Persons to whom any space and / or unit in the building/s to be constructed at the said premises have been transferred.

1.14: Word importing singular shall include plural and vice versa meaning if necessary.

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Ram Narayan

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VYOM GALAXY
Sujit Kumar Agarwal
Partner

VYOM GALAXY
Sujit Kumar Agarwal
Partner

1.15: Word importing gender shall include all the other genders, i.e. masculine, feminine and neutral gender if necessary.

ARTICLE - II - COMMENCEMENT

2.0: This agreement shall be deemed to have commenced on and with effect from the date of its execution or from the date of clear site handover or completion of all land documents, whichever is later.

ARTICLE - III - OWNER'S RIGHTS & REPRESENTATIONS

3.1: The Owner is absolute seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the Schedule hereunder written.

3.2: Except the Owner, no other person has any claim or interest and / or demand over and in respect of the said premises and / or any portion thereof and there is no court case or litigation pending on the said premise and the said premises is free from encumbrances and charges whatsoever.

3.3: The said premises or any part thereof is not affected by any requisition or acquisition of the Govt. or any other statutory body such as the Housing Board, PWD or Road alignment of any authority or authorities under any law and the said premises land is not attached under any decree or order of any Court of Law or dues of the Income Tax, Revenue or any other Public Demand and the said premises is free from all encumbrance, lien's, lispendens, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.

3.4: The said land is not vested under the Urban land (Ceiling & Regulation) Act, 1976.

3.5: There is no subsisting agreement for sale/any agreement and / or development of the said premises with any other party or parties by the owner or any person claiming under him.

A 3.6: The Owner further represents if any dispute arises in future the Owner shall be responsible for any litigation related to his title to the said land and

Ram Lal Singh

VYOM GALAXY
Sujit Kumar Agarwal
Partner

VYOM GALAXY
Vivek Singh
Partner

if any legal heir/s dispute or any third party claims arises in future, in that event, the Owner shall, at his own costs and expenses, settle all such disputes, claims, demands, suits, complaints, litigation, etc. in relation to the right, title and interest of the Owner over the said premises and ensure that the development and construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner. Further, the Owner agrees and acknowledges that in the event of any dispute if arises in future and for such disputes if the development and construction of the Project get interrupted, obstructed, hampered or delayed in any manner, then the Owner shall be liable to compensate the developer of all the costs, expenses, damages and losses that occur for such delays and interruptions as aforesaid and the Developer shall have no liability in this regard.

ARTICLE - IV - DEVELOPER'S RIGHT

4.1: The Owner hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to residentially/residential cum commercially exploit the said premises in accordance with the approved plan without any violation thereof.

4.2: All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owner and / or the Developer (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

4.3: The Developer shall be entitled and at liberty to absolutely enter into agreement to sale from the Developer's Allocation of the said multistoried building constructed over the said premises and shall receive the part/full consideration money from the sale of such space/area/units.

4.4: The Developer is fully authorized to develop the said premises by constructing the multistoried building/s. The Owner will execute and register an unconditional Power of Attorney in favor of the Developer for executing Agreement for Sale, Deed of Sale or lease, Mortgage, Settlement, Exchange, Rectification, Declaration, Gift, Partition and any transfer deed or

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Rajni Kumar Aggarwal

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VYOM GALAXY
Rajni Kumar Aggarwal
Partner

VYOM GALAXY
W. S. S. S.
Partner

any kind of deed or document and handover the different constructed area from its 'Developer's Allocation' to different intending purchaser/transferee(s) against valuable consideration and it hereto expressly agreed by and between the parties that the Developer alone shall be entitled to execute such proposed deeds and register the same to and in favour of those intending buyers/transferee(s) and collect the entire consideration money/advances and other payments there from at any stage and for the purpose of entering into such agreement/deed it shall not be obligatory on the part of the developer to obtain any further consent of the Owner and this agreement by itself shall be treated as Owner's consent provided the Developer shall comply with all other obligations of the Developer to the Owners under this agreement. The Owners shall not claim any constructed portion or any profit, arising out of sale consideration from the said 'Developer's Allocation'.

4.5: That in case the Developer hereof is required to register itself as developer / promoter under the prevalent law, the Owner, if required, shall sign, execute application forms, documents, papers etc.

ARTICLE V – PROCEDURE

5.1: The land Owner shall sign execute and register a unconditional Development Power of Attorney in favor of the partners of the developer - firm **VYOM GALAXY** for (a) compliance with the obligations on the part of the developer to be observed, fulfilled and performed hereunder (b) the proper and uninterrupted exercise of implementing the right and authorities granted or intended to be granted to the developer hereunder.

5.2: It is further understood that to facilitate the construction of the new building and / or buildings by the developer various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner from time to time relating to which specific provisions may not have been mentioned herein and the Owner hereby agrees to do, at the cost and expense of the developer, all such acts, deeds, matters and things and

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VYOM GALAXY
Sriji Kumar Agarwal
Partner
VYOM GALAXY
Sriji Kumar Agarwal
Partner

execute such application, papers and such further/ additional power of attorney and / or authorization as may be required by the developer.

5.3: Upon finalization of the plan for construction of the proposed buildings/complexes at the said premises, if the Parties hereto decided to demarcate their respective allocations in the total constructed area of the proposed new building, then as per their requirement, the Owner and the Developer can mutually identify and demarcate their respective Owner's Allocation and Developer's Allocation on approval of the building plan and for the demarcation purpose the parties hereto shall enter into a supplementary agreement on a Rs. 10/- judicial stamp paper in respect of the description of their allocated shares in the proposed new buildings/ complexes.

ARTICLE VI - CONSIDERATION

6.1: In consideration of the Owner allowing the Developer to develop the said premises the Developer shall provide the "Owner's Allocation" as mentioned in Clause No. 1.9 under Article - 1, Definitions hereinabove and in order to secure due performance by the Developer of its obligations, the Developer has agreed to pay a refundable sum of **Rs. 50,00,000/- (Rupees Fifty Lakhs)** only as follows:

- i) Rs. 25,00,000/- (Rupees Twenty Five Lakhs) only at the time of signing of this agreement.
- ii) Rs. 25,00,000/- (Rupees Twenty Five Lakhs) only within the month of February 2024.

The aforesaid total amount is a refundable amount and the Owner shall refund the amount to the Developer at the time of executing the supplementary agreement between Owner and Developer for their respective allocation demarcation purpose (as mentioned in aforesaid Clause no. 5.3 under Article - V, Procedure hereinabove) or the Owner shall refund the amount proportionately from the booking/sale of the Owner's Allocation in the proposed new building to be constructed on the below schedule land whichever earlier.

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VYOM GALAXY
Sybil - Kumar Aganwal
Partner

VYOM GALAXY
Nikhil
Partner

ARTICLE VII - BUILDING

7.1: The Developer shall at its own costs, construct, erect and complete the multistoried building/s -residential, commercial or mixed use building/s - over the aforesaid/below scheduled land in accordance with the sanctioned plan with good and standard materials as will be specified by the Architect from time to time. It is imperative to mention here that the building plan shall be prepared as per the specification and guidelines of Matigara Panchayat Samity, P.O Kadamtala, Dist. Darjeeling. Subject as aforesaid the decision of the Developer regarding the specification shall be final and binding upon the parties hereto and the owner can appoint his engineer or legal authorities to survey the construction and building material till the time of completion of the building.

7.2: The Developer shall install and erect in the said multi storied building/s at its own costs as per specification and drawings provided by the architect, pumps, tube well, water storage tanks, and provide lifts, electrifications, generators, permanent electric connection (and until permanent electric connection is obtained temporary electric connection shall be provided) and other facilities as are required to be provided in the proposed residential, commercial or mixed use building/s having self-contained units for sale of constructed area therein on Ownership basis.

7.3: The Developer shall be authorized in the name of the Owner so far as is necessary, to apply for and obtain buildings materials for the construction of the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the said multistoried building/s and other inputs and facilities required for the construction and enjoyment of the building/s for which purpose the Owner shall also execute power(s) of attorney in favor of the Developer as shall be required by the developer. All costs charges and expenses therefore shall be borne and met by the Developer.

7.4: All costs, charges and expenses, including architect's fees during the construction of the building/s at the said premises shall be borne by the developer and the Owner shall bear no responsibility & liability in this

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Rama Rao - D.K.P.

VYOM GALAXY
Sujit Kumar Agarwal
Partner
VYOM GALAXY
V.K. Gupta
Partner

context, provided that the Owner shall perform all the obligations required of them under this agreement in a diligent and sincere manner.

ARTICLE VIII - COMMON FACILITIES

8.1: The Developer shall pay and bear panchayat taxes, insurance premium and other statutory outgoing as would be levied by the Government or any statutory authority in respect of the said property accruing as and from the date of handing over vacant possession of the aforesaid below scheduled land by the Owner to the Developer.

8.2: The Owner and the Developer shall punctually and regularly pay the Rates/ Taxes to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be consequent upon a default by the Owner or the Developer in this behalf.

8.3 The developer shall be entitled to deal with/transfer the flats/units/ parking space and the other constructed area in the said complex/building from its allocated share. It is however clarified that the Developer alone shall be entitled to receive and appropriate from the intending purchasers/ transferees all deposits and extra charges including [1] charges for Transformer, electricity line cost, electric equipment and cabling, [2] charges for the other amenities generator, collapsible gates if provided, [3] deposits and advance for maintenance charges and [4] GST Charges as applicable on the sale of flats/commercial spaces/units and parking space of the proposed new building. For permanent electric connection to the unit/s, the Transferees shall pay the deposits demanded by W.B.S.E.D.C.L and/or other agencies. Moreover the parties herein mutually agreed and decided that the Electricity Transformer infrastructure proportionate cost and Individual Electricity Meter Security Deposit and installation cost of the 'Owners' Allocation' and the GST charges of the Owners' Allocation shall be borne by the Developer owner and the Owner shall pay the aforesaid

Rajul Chakraborty

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VYOM GALAXY
Sujit Kumar Dey
Partner

VYOM GALAXY
Nitish Chakraborty
Partner

charges to the Developer at the time of handing over the Owner's Allocation to the Owner.

ARTICLE IX - OWNER'S OBLIBATIONS

9.1: The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the said multi storied building/s at the said premises by the Developer.

9.2: The Owner hereby agree and covenant with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sale, Deed of Sale, any transfer deed, accept advance/part payment or full consideration money, and sign, execute and register the same from the 'Developer's Allocation' in the new multistoried building/s to constructed over the said premises.

9.3: The Owner hereby agree and covenant with the developer not to let out, mortgage, and / or create charge over the said property or any portion thereof without the consent in writing of the developer during the period of construction.

9.4: The Owners shall be obliged to sign, execute and register Development Power of Attorney or Conveyances/Sales or any transfer deed and shall remain liable to present before the Registrar as required by the Developer in favor of the developer and / or its nominees for selling the saleable area from the 'Developer's Allocation' in the said multistoried buildings constructed over the said premises.

9.5: The Owner shall at the time of signing these presents shall hand over all the original title deeds, documents, khatians, khazana receipts up to date tax receipts, holding tax and all other documents of the land forming subject matter of these presents so that the Developer can produce them to various government departments as and when required and the Owner shall clear the electricity consumption bill till handing over the possession of the said premises to the Developer.

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Rajiv Kumar Aggarwal

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VYOM GALAXY
Rajiv Kumar Aggarwal
Partner

VYOM GALAXY
Rajiv Kumar Aggarwal
Partner

ARTICLE X – DEVELOPER'S OBLIGATIONS

10.1: The developer shall construct such maximum area as can be constructed on the aforesaid below scheduled land permissible under the building/s rules and regulations and bye-laws of appropriate authority in conformity with the sanctioned plan as aforesaid.

10.2: That cost of preparation and execution of all documentation / agreement(s), plan(s) in connection with construction of the building/s along with legal and registration cost shall be borne by the developer.

10.3: That the developer shall construct the multistoried building/s in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.

10.4: That the developer shall be solely liable and responsible to look after, supervise, manage and administer the progress and day to day work of construction of the proposed multistoried building/s.

10.5: That the developer shall solely be liable and responsible to settle all issues, disputes related to construction of building/s at its own cost. All the construction hazards including the workmen issues shall be settled by the Developer at its own cost & expenses and in compliance with/ adherence to the extant law in regard to such matters.

10.6: The developer shall obtain all statutory and mandatory licenses, registrations, sanctions, permissions, consent etc. from the appropriate authority as applicable from time to time.

10.7: The Developer shall get itself registered under The Real Estate (Regulation and Development) Act or any other act implemented in future by government authority, as the case may be as and when the provisions of the said become applicable to the Developer.

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10.8: The Developer shall abide by and comply with all Labour Laws in relation to employment of manpower, directly or indirectly, for

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VYOM GALAXY
Sybil Kumar Agarwal
Partner

VYOM GALAXY
Nikhil Kumar
Partner

construction of the building/s; all laws including bye-laws, rules & regulations, whether statutory, mandatory or local regarding construction of building/s on the Owner's land and the Owner shall have no liability or responsibility whatsoever in this regard.

10.9: The developer shall complete in all respects the construction of the building/s within (24) twenty four calendar months from the month in which sanction of the building/s plan is obtained including obtaining the vacant possession as well as construction right, entry right and other right and duties to act as per this agreement of the said premises. If the Developer is unable to complete the construction within the aforesaid time, then same shall be extended for another six months to complete the construction work. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts, pandemic, lock downs and its after effects the said time period for completion of construction shall be extended.

ARTICLE XI – OWNER'S INDEMNITY

11.1: The Owner hereby undertakes that the developer shall be entitled to "Developer's Allocation" of the said construction and shall enjoy its allocated share without any interference and/or disturbance, provided the developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

11.2: The Owner hereby undertakes to keep the developer indemnified against all third party claims, actions and disputes against the aforesaid below scheduled land in respect of the Owner's allocation and Developer's allocation.

ARTICLE XII – DEVELOPER'S INDEMNITY

12.1: The developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in connection with the construction of the said building/s on the aforesaid Scheduled land.

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Ramesh K. K. K. K.
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VYOM GALAXY
Deepak Kumar Agarwal
Partner

VYOM GALAXY
N. S. S. S.
Partner

ARTICLE XIII – OWNER'S ALLOCATION

13.1: Owner' allocation shall mean 48% (Forty Eight Percent) of the total constructed area in the proposed multistoried residential building or residential cum commercial complex (mixed use buildings) to be constructed over the below Scheduled land by the Developer as per plan or plans to be sanctioned by the respective authority.

ARTICLE XIV – DEVELOPER'S ALLOCATION

14.1: Developer's allocation shall mean the remaining 52% (Fifty Two Percent) of the total constructed area in the proposed multistoried residential building/s or residential cum commercial complex (mixed use building/s) to be constructed over the below Scheduled land.

ARTICLE XV – MISCELLANEOUS

15.1: The Owner and the developer have entered in to this agreement purely as a contract and nothing contained herein shall be deemed to construe as a partnership between the developer and the owner as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of persons.

15.2: It is understood that from time to time to facilitate the construction of the said multistoried building/s at said premises by the developer, various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein and the Owner hereby undertakes to do all such acts deeds, matters and things that may be reasonably required to be done in the matter and the owner shall execute any such additional power(s) of attorney and / or authority as may be required by the developer for the purpose and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe upon the right of the owner and / or go against the spirit of the agreement.

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Ravi Chandra

VYOM GALAXY
Sujit Kumar Agarwal
Partner

VYOM GALAXY
Atul Kumar
Partner

15.3: The developer and the Owner shall mutually frame scheme for the management and administration of the said multi storied building/s at the said premises and / or common part thereof. The developer and the Owner hereby agree to abide by all the rules and regulation of such Management / Society/Association/Holding Organization and hereby give their consent to abide by the same.

15.4 It is clearly understood and agreed by and between the Owner and the Developer that if any act, deed or thing is required to be done at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act or any other act implemented, it shall be the joint responsibility of the Owner and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and Rules framed thereunder from time to time and for such purpose the Owner and the Developer shall co-operate with each other at all materials times hereafter.

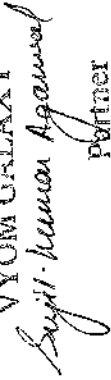
15.5: That in case of demise of Owner herein, his legal heirs shall be bound to fulfill, confirm and perform all the terms and conditions mentioned in this agreement and shall also be liable to execute all necessary documents, such as new unconditional Power of Attorney in favour of the Developer as and when require by the Developer. The Legal heirs shall honor this agreement and shall have no further and additional demand apart from this agreement. The expenses to execute all the new necessary documents as aforesaid shall be borne by the legal heirs and the Developer shall have no liability in that respect.

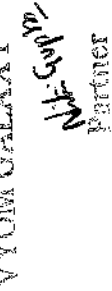
15.6: As and from the date of completion of the multi storied building, the developer and / or its transferees and the Owner and / or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes & rates payable in respect of their allocations/receivables .

15.7: The entire roof / terrace of the building, until the completion of the construction, shall belong to the Developer and the Owner exclusively in proportion to their sharing ratios/allocation mentioned herein.

X

 18

VYOM GALAXY

Partner

VYOM GALAXY

Partner

15.8: The proposed building to be constructed on the said premises shall be named "**SRIJAN RESIDENCY**" as desired by the Developer and shall be final and binding upon the parties hereto.

15.9: The parties shall bear their own/respective, Direct Taxes and Indirect Taxes (like Goods and Services Tax, etc) applicable for the instant joint development project and appropriation of Owner has if any capital gain impositions and any TDS liability against the consideration amount received against Owner's Allocation shall be borne by the Owner.

15.10: It is agreed by the parties that, if required, the Developer may revise the approved plan with the written consent of the Owner.

ARTICLE XVI - FORCE MAJEURE

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

16.2: Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion, pandemic, epidemic situations and its after effects, Government norms and restriction barring or deferring the supply of raw materials required for construction and / or any other act or commission beyond the control of the parties hereto.

ARTICLE XVII - SETTLEMENT OF DISPUTE & ARBITRATION

17.1: In case if any dispute between the parties hereto, recourse shall first and always be taken to mutual amicable discussion & conciliation, failing which reference or question arising out of the unresolved dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and / or any other statutory modification and / or enactment relating thereto.



Ranjit
19

VYOM GALAXY
Sujit Kumar Agawal
Partner

VYOM GALAXY
N.F. Gupta
Partner

ARTICLE XVIII – JURISDICTION

18.1: Courts in the District of Darjeeling shall have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

SCHEDULE

All that piece and parcel of land measuring **16 Katha 9 Chhataks** or **0.27 Acres** more or less, under the Mouza- **Panchanai**, Pargana-Patharghata, recorded in R.S Khatian No. 2/1 corresponding to L.R Khatian No. **4266**, comprised in and forming part of R.S. Plot No. 427, 428 corresponding L.R Plot No. **426**, J.L No. **027**, Pin-734002, Post Office – Salbari, Police Station – Matigara, Dist. Darjeeling, Additional District Sub-Registrar Office Siliguri-II at Bagdogra, within Matigara Panchayat Samity, in the state of West Bengal.

The land is butted and bounded as under:

BY THE NORTH : Land of Mr. Ranjit Gazmer;

BY THE SOUTH : 20 Feet Wide Road;

BY THE EAST : Land of Dr. Chettri and Others;

BY THE WEST : Land and House of Gauri Prasad Gupta.

IN WITNESSES WHEREOF the parties hereto have set and subscribed their respective hands on the day, month and year first above written in the presence of the witnesses.

Witnesses:

1. *Srijan Anand*
W/o Ram Lal Singh
Dr. Zakir Hussain Rd
Reck Ville
Ward no 10
Burgundy - 734101

Ram Lal Singh

The Owner

VYOM GALAXY
Surjit Kumar Agarwal
 Partner

VYOM GALAXY
N. K. Gupta
 Partner

2. *Bikesh Agarwal*
S/o S. L. Agarwal
Punjabi Pura, Siliguri

The Developer

3. *Sumit Bose*
S/o Mahesh Bose
Poosanti Marg
Haiderpara

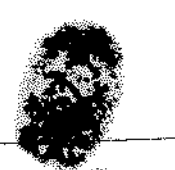
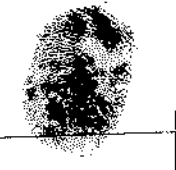
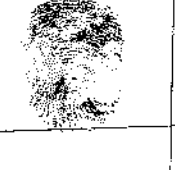
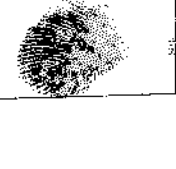
Drafted typed and explained
 by me in my office:

Sumit Bose

Advocate, Siliguri.

Enrolment No. 202/210-90

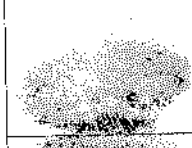
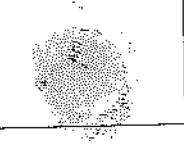
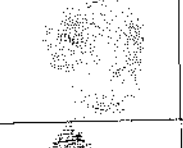
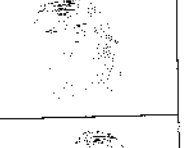
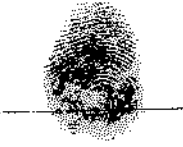
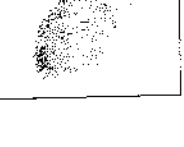
LAND OWNER

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Ram Chaitanya</i>					
					



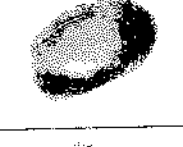
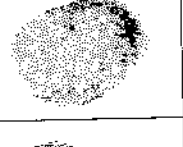
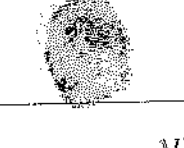
 SIGNATURE

DEVELOPER

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 VYOM GALAXY <i>Suyil-Kumar Agarwal</i> Partner					
					

VYOM GALAXY
Suyil-Kumar Agarwal
 Partner

 SIGNATURE

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 VYOM GALAXY <i>Nisha Gupta</i> Partner					
					

VYOM GALAXY
Nisha Gupta
 Partner

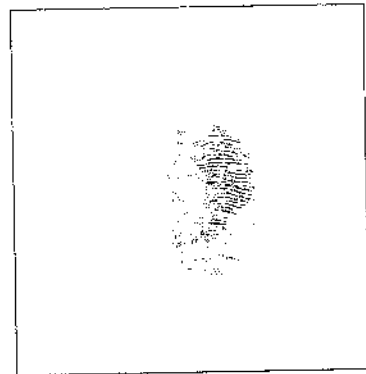
 SIGNATURE

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Sigam B. B. B.

Signature of Identifier

Major Information of the Deed

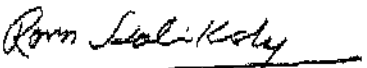
Deed No :	I-0403-00196/2024	Date of Registration	10/01/2024
Query No / Year	0403-2000062936/2024	Office where deed is registered	
Query Date	08/01/2024 11:44:53 AM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	DEBASISH CHAKRABORTY SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 7319069353, Status : Advocate.		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4306] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 50,00,000/-]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 1,27,57,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs 20,021/- (Article:48(g))	Rs. 50,021/- (Article:E, E, E.)		
Remarks			

Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Panchani, JI No: 27, Pin Code : 734002

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-426 (RS -)	LR-4266	Bastu	Rupni	0.27 Acre	1/-	1,27,57,500/-	Width of Approach Road: 20 Ft., Adjacent to Metal Road,
Grand Total :					27Dec	1/-	127,57,500 /-	

Land Lord Details :

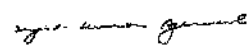
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri RAM KALIKOTAY, (Alias: Shri RAM KUMAR KALIKOTAY) (Presentant) Son of Late MANI KUMAR KALIKOTAY Executed by: Self, Date of Execution: 10/01/2024 , Admitted by: Self, Date of Admission: 10/01/2024 ,Place : Office		 Captured	
		10/01/2024	10/01/2024	10/01/2024

PANCHANAI ENCLAVE, AMBADHURA, SALBARI, City:- Darjeeling, P.O:- SALBARI, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734002 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:- 80xxxxxx5C, Aadhaar No: 78xxxxxxxx6532, Status :Individual, Executed by: Self, Date of Execution: 10/01/2024
Admitted by: Self, Date of Admission: 10/01/2024 ,Place : Office

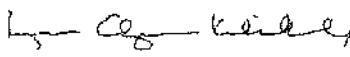
Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	VYOM GALAXY ASMI KUNJ, ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.:- AAxxxxxx0C,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 Shri SUJIT KUMAR AGARWAL Son of Late RAJ KUMAR AGARWAL Date of Execution - 10/01/2024, , Admitted by: Self, Date of Admission: 10/01/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature 
		Jan 10 2024 1:33PM	LTI 10/01/2024	10/01/2024
ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 23xxxxxxxx2332 Status : Representative, Representative of : VYOM GALAXY (as PARTNER)				
2	Name Shri NITIN GUPTA Son of Shri NARESH KUMAR GUPTA Date of Execution - 10/01/2024, , Admitted by: Self, Date of Admission: 10/01/2024, Place of Admission of Execution: Office	Photo 	Finger Print  Captured	Signature 
		Jan 10 2024 1:33PM	LTI 10/01/2024	10/01/2024
RAJNIGANDHA, SEVOKE ROAD, SRI RAM COLONY, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Bhaklinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 73xxxxxxxx9986 Status : Representative, Representative of : VYOM GALAXY (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Smt SRIJANA GAZMER KALIKOTAY Wife of Shri RAM KALIKOTAY PANCHANAI ENCLAVE, SALBARI, City:- Darjeeling, P.O:- SALBARI, P.S:- Matigara, District:-Darjeeling, West Bengal, India, PIN:- 734002		 Captured	
	10/01/2024	10/01/2024	10/01/2024
Identifier Of Shri RAM KALIKOTAY, Shri SUJIT KUMAR AGARWAL, Shri NITIN GUPTA			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri RAM KALIKOTAY	VYOM GALAXY-27 Dec

Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: PATHARGHATA, Mouza: Panchani, JI No: 27, Pin Code : 734002

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 426, LR Khatian No:- 4266	Owner:  , Gurdian:  Address:  Classification:  , Area: 0.27000000 Acre.	Shri RAM KALIKOTAY

Endorsement For Deed Number : 1 - 040300196 / 2024

On 10-01-2024

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 1959.

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

Presented for registration at 12:51 hrs on 10-01-2024, at the Office of the A.D.S.R. BAGDOGRA by Shri RAM KALIKOTAY Alias Shri RAM KUMAR KALIKOTAY, Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,27,57,500/-

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

Execution is admitted on 10/01/2024 by Shri RAM KALIKOTAY, Alias Shri RAM KUMAR KALIKOTAY, Son of Late MANI KUMAR KALIKOTAY, PANCHANAI ENCLAVE, AMBADHURA, SALBARI, P.O: SALBARI, Thana: Matigara, , City/Town: DARJEELING, Darjeeling, WEST BENGAL, India, PIN - 734002, by caste Hindu, by Profession Business

Indetified by Smt SRIJANA GAZMER KALIKOTAY, , Shri RAM KALIKOTAY, PANCHANAI ENCLAVE, SALBARI, P.O: SALBARI, Thana: Matigara, , City/Town: DARJEELING, Darjeeling, WEST BENGAL, India, PIN - 734002, by caste Hindu, by profession Service

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

Execution is admitted on 10-01-2024 by Shri SUJIT KUMAR AGARWAL, PARTNER, VYOM GALAXY (Partnership Firm), ASMI KUNJ, ASHRAMPARA, SILIGURI, City:- Siliguri Me, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Smt SRIJANA GAZMER KALIKOTAY, , Shri RAM KALIKOTAY, PANCHANAI ENCLAVE, SALBARI, P.O: SALBARI, Thana: Matigara, , City/Town: DARJEELING, Darjeeling, WEST BENGAL, India, PIN - 734002, by caste Hindu, by profession Service

Execution is admitted on 10-01-2024 by Shri NITIN GUPTA, PARTNER, VYOM GALAXY (Partnership Firm), ASMI KUNJ, ASHRAMPARA, SILIGURI, City:- Siliguri Me, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Smt SRIJANA GAZMER KALIKOTAY, , Shri RAM KALIKOTAY, PANCHANAI ENCLAVE, SALBARI, P.O: SALBARI, Thana: Matigara, , City/Town: DARJEELING, Darjeeling, WEST BENGAL, India, PIN - 734002, by caste Hindu, by profession Service

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 50,021.00/- (B = Rs 50,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 50,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 10/01/2024 11:19AM with Govt. Ref. No: 192023240343227078 on 10-01-2024, Amount Rs: 50,021/-,

Bank: SBI EPay (SBlePay), Ref. No. 4277520560839 on 10-01-2024, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 20,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 386, Amount: Rs.5,000.00/-, Date of Purchase: 08/01/2024, Vendor name: B R Ghosh

Description of Online Payment Using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB

Online on 10/01/2024 11:19AM with Govt. Ref. No: 192023240343227078 on 10-01-2024, Amount Rs: 15,021/-,

Bank: SBI EPay (SBIPay), Ref. No. 4277520666839 on 10-01-2024, Head of Account 0030-02-103-003-02



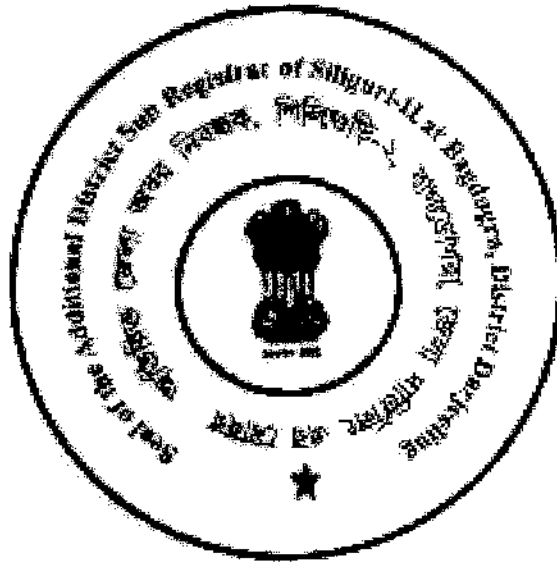
Yogen Tshering Bhutia
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0403-2024, Page from 5024 to 5052

being No 040300196 for the year 2024.



Digitally signed by YOGEN TSHERING BHUTIA
Date: 2024.01.16 10:54:27 +05:30
Reason: Digital Signing of Deed.

(Yogen Tshering Bhutia) 16/01/2024
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BAGDOGRA
West Bengal.