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Binod K. Agarwal

Binod k. Agarwal

Binod k. Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)
Manish Agarwal
SRI MANISH AGARWAL
(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

AB DEVELOPERS
Ranjana Agarwal
Partner

DEVELOPMENT AGREEMENT

THIS AGREEMENT FOR DEVELOPMENT IS MADE ON THIS
08th DAY OF January, 2026 AT SILIGURI

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

[Signature]
Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

08 JAN 2026

20 JAN 2026

Q 2000014 2024/26



Ranjana Agarwal
8/1/2026

S.L.NO. 22861 Date 22, 9, 2025

PURCHASER As. Developers

Full Address Siliguri

Total Value 1000/-

Stamp Purchased from JPG Treasury



STAMP VENDOR
JAYARANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajgan
Bhaktinagar, Jaipaluri



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

08 JAN 2026



Binode Bajla
Binod K. Agarwal

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SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Ranjana Agarwal
Partner

BETWEEN

1. **SRI BINODE BAJLA** (PAN:- ACVPB7364H, AADHAAR No. 481575453514) S/o Late Chouthmal Bajla,
2. **SRI BINOD KUMAR AGARWALA** (PAN:- AEOPA1865K, AADHAAR No. 695859357063) S/o Late Amilal Agarwala,
3. **SMT ANITA AGARWAL** alias **ANITA DEVI AGARWALA** (PAN:- ACBPA5588J, AADHAAR No. 645903316542) W/o Sri Binod Kumar Agarwala,
4. **SMT RUKMA DEVI AGARWALA** (PAN:- ACGPA9258G, AADHAAR No. 829842973435) W/o Sri Natwar Lal Agarwala,

All are Hindu by Religion, Indian by Nationality, Business by occupation, No. 1 resident of K.C. Dey Road, Siliguri-734001, P.O. & P.S. Siliguri, District-Darjeeling, No. 2 & 3 resident of 4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri-734001, P.O. Sevoke Road, P.S. Bhaktinagar, District-Jalpaiguri and No. 4 resident of Mangal Pandey Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri, District-Darjeeling in the state of West Bengal --- hereinafter jointly and collectively called the **LAND OWNERS/ FIRST PARTY** (Which expression shall mean and include unless excluded by or repugnant to the context his/her/their heirs, executors, successors, legal representatives, administrators and assigns) of the **ONE PART**.

Landowner No. 4 hereof **SMT RUKMA DEVI AGARWALA** is represented by her Attorney holder **SRI MANISH AGARWAL** (PAN:- AINPA7293A, AADHAAR No. 558621012034) S/o Om Prakash Agarwal, Hindu by religion, Indian by Nationality, Business by Occupation, resident of 208 Ganga Apartment, Mangal Pandey Road, Khalpara, Siliguri-734005, P.O. & P.S. Siliguri, District-Darjeeling in the state of West Bengal, appointed by virtue of a General Power of Attorney, registered at the Office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Being Document No. 071106668 for the year 2025.

Landowner No. 3 hereof **SMT ANITA AGARWAL** alias **ANITA DEVI AGARWALA** is represented by her Attorney holder **SRI BINOD KUMAR AGARWALA** (Land Owner No. 2 hereof), appointed by virtue of a General Power of Attorney, registered at the Office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Being Document No. 071100065 for the year 2026.

AND

AB DEVELOPERS (PAN: ABZFA2329L), A Partnership Firm, registered under the Partnership Act, 1932, having it's Office at Shantiware House, Corporation, Near Hotel Sarover, 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar, District - Jalpaiguri, in the State of West Bengal, represented by one of its Partner **SMT RANJANA AGARWAL**, (PAN: ALSPA4933B) Wife of Sri Ajay Agarwal, Hindu by religion, Business by Occupation, Indian by Nationality, resident of C/o Shanti Warehousing Corporation, 3rd Mile, Sevoke Road, Siliguri-734008, P.O. Salugara, P.S. Bhaktinagar, District-Jalpaiguri in the State of West Bengal --- hereinafter referred to as the **DEVELOPER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context its partners, office bearers, executors, successors, administrators, representatives and assigns) of the **OTHER PART**.

Binode Bajla

Binod kr. Agarwal

Binod kumar Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

AB DEVELOPERS

Rajna Agarwal
Partner

WHEREAS First Party No. 1 hereof **SRI BINODE BAJLA** along with **RAMESH BAJLA** acquired all that piece and parcel of land measuring 17 Katha 12 Chhatak appertaining to and forming part of R.S. Plot No. 102 of R.S. Sheet No. 6, recorded in Khatian No. 449 of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance executed by **CLASSIC ENDEAVOUR PRIVATE LIMITED** and registered at the office of the Sub-Registrar, Rajganj and recorded in Book No. I, Volume No. 8, Pages 7 to 12, being Document No. 525 for the year 2005.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party No. 1 hereof **SRI BINODE BAJLA** along with **RAMESH BAJLA** duly mutated their names at the office of B.L. & L.R.O. Rajganj and First Party No. 1 hereof **SRI BINOD BAJLA** got his name recorded in L.R. Khatian No. 217 and **RAMESH BAJLA** got his name recorded in L.R. Khatian No. 218 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

AND WHEREAS First Party No. 1 hereof **SRI BINODE BAJLA** acquired all that piece and parcel of land measuring 8 Katha 14 Chhatak (i.e. 50% undivided share of 17 Katha 12 Chhatak) appertaining to and forming part of R.S. Plot No. 102 corresponding to L.R. Plot No. 258 of R.S. Sheet No. 6 corresponding to L.R. Sheet No. 14, recorded in R.S. Khatian No. 449 corresponding to L.R. Khatian No. 218 of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Gift executed by **RAMESH BAJLA** and registered at the office of the Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Volume No. 0711-2020, Pages 2300 to 2320, being Document No. 071108109 for the year 2019.

AND WHEREAS possessing 50% undivided Share acquired by virtue of Deed of Gift being Document No. 071108109 for the year 2019 abovenamed First Party No. 1 hereof **SRI BINOD BAJLA** duly mutated his name at the office of B.L. & L.R.O. Rajganj and got his name recorded in L.R. Khatian No. 217 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

AND WHEREAS First Party No. 2 hereof **SRI BINOD KUMAR AGARWALA** acquired all that piece and parcel of land measuring 7 Katha 8 Chhatak appertaining to and forming part of R.S. Plot No. 254 & 255 of R.S. Sheet No. 7, recorded in Khatian No. 176/5 (KA) of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance jointly executed by **BODHURANI WINIFRED MARY RAY, ROBINA INDIRA GHOSH, NILA SPILLER, SHEILA ANN BANERJI & TRIDIB KUMAR RAY** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 352 for the year 2000.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party No. 2 hereof **SRI BINOD KUMAR AGARWALA** duly mutated his name at the office of B.L. & L.R.O. Rajganj and got his name recorded in L.R. Khatian No. 309 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

Birade Bigde

Birade to Agarwal

Birade to Agarwal
SRI RUKMA DEVI AGARWALA
Ms. Gomila, Attorney of
Smt. Birade to Agarwal

Manika Agarwal
SRI MANISH AGARWAL
(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Rajiva Agarwal
Partner

AND WHEREAS First Party No. 3 hereof **SMT ANITA DEVI AGARWALA** acquired all that piece and parcel of land measuring 5 Katha appertaining to and forming part of R.S. Plot No. 254 & 255 of R.S. Sheet No. 7, recorded in Khatian No. 176/5 (KA) of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance jointly executed by **BODHURANI WINIFRED MARY RAY, ROBINA INDIRA GHOSH, NILA SPILLER, SHEILA ANN BANERJI & TRIDIB KUMAR RAY** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, being Document No. 318 for the year 2000.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party No. 3 hereof **SMT ANITA DEVI AGARWALA** duly mutated her name at the office of B.L. & L.R.O. Rajganj and got her name recorded in L.R. Khatian No. 308 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

AND WHEREAS First Party No. 4 hereof **SMT RUKMA DEVI AGARWALA** acquired all that piece and parcel of land measuring 13 Katha appertaining to and forming part of R.S. Plot No. 254 & 255 of R.S. Sheet No. 7, recorded in Khatian No. 176/5 (KA) of Mouza-Dabgram in the District of Jalpaiguri by virtue of a registered Deed of Conveyance jointly executed by **BODHURANI WINIFRED MARY RAY, ROBINA INDIRA GHOSH, NILA SPILLER, SHEILA ANN BANERJI & TRIDIB KUMAR RAY** and registered at the office of the District Sub-Registrar, Jalpaiguri and recorded in Book No. I, CD Volume No.5, Pages 4125 to 4139, being Document No. 02084 for the year 2010.

AND WHEREAS possessing the aforesaid landed property abovenamed First Party No. 4 hereof **SMT RUKMA DEVI AGARWALLA** duly mutated her name at the office of B.L. & L.R.O. Rajganj and got her name recorded in L.R. Khatian No. 123 of Mouza-Dabgram, L.R. Sheet No. 14 in the District of Jalpaiguri.

AND WHEREAS above named First party No. 4 hereof **SMT RUKMA DEVI AGARWALA** had earlier solely entered into an Development Agreement with the second party hereof **AB DEVELOPERS** in respect of aforesaid land which was duly registered at the office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, Volume No.0711-2022, Pages 180220 to 180246, being Document No. 071107650 for the year 2022. But now first party No 1 to 3 being the land owners of adjacent lands, have also expressed their willingness to jointly develop their respective lands in the said residential and commercial project and to appoint the Second Party as developer for the said purpose. The First Party No. 4 hereof declared that the Development Agreement being No. 071107650 for the year 2022 is no longer to be acted upon and has been cancelled/ revoked and registered at the office of Additional District Sub-Registrar, Bhaktinagar and recorded in Book No. I, being Document No. 136 for the year 2026.

Birade Bigde

AND WHEREAS the First Party being desirous of constructing Residential Cum commercial building (Basement + Ground + 7 Floors) for purpose of selling/assigning it on ownership basis to various intending customers/buyers to carve out maximum gain from their landed property as more fully described in the schedule given below.

Binode Bajla
Binod Agarwal

Binod Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
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Manish Agarwal
SRI MANISH AGARWAL
AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

Rajna Agarwal
Partner
A B DEVELOPERS

AND WHEREAS the First Party are unable to construct the said Residential Cum commercial building for multipurpose use and advantage due to lack of funds, experiences, expertise, energy and preoccupations.

AND WHEREAS the Second Party and its Partner are bona-fide and renowned developer/promoter/contractor/builder having experience in design and construction and adequate resources of finance in construction of multistoried building and have got standing good will and reputation to collect/advance/ securities during the tenure of construction.

ANDWHEREAS the First Party knowing about the credential of the Second Party, the First Party approached the Second Party to construct Multistoried building on the land as above referred and fully described in the schedule given below either building wise/ block wise or in piece meals on the basis of the site plan and building plan to be approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Second Party shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling/leasing the construction blocks/ building/utility areas/common spaces to the intending buyers/purchasers/companies/ organizations/ co-operatives and/ or as deemed fit from its allocated share for which the Second Party agreed.

AND WHEREAS in consideration of the area to be allotted and amount to be paid as mentioned in Article I, Sub-Clause 6 and Article V, Sub-Clause 1, land owners accepted the offer of the Developer and to avoid future disputes and misunderstandings the parties hereby mutually agreed to the following terms and conditions appearing hereunder.

NOW THIS INDENTURE/AGREEMENT FOR DEVELOPMENT WITNESSETH and is hereby agreed by and between the parties hereto as follows:-

ARTICLE-I, DEFINITIONS

1. **LAND OWNERS:** Shall mean **SRI BINODE BAJLA, SRI BINOD KUMAR AGARWALA, SMT ANITA AGARWAL** alias **ANITA DEVI AGARWALA & SMT RUKMA DEVI AGARWALA**, their successors in interest and assigns.
2. **DEVELOPER:** Shall mean the aforesaid **AB DEVELOPERS** a Partnership Firm and its successors in interest and assigns.
3. **BUILDING:** Shall mean Residential Cum Commercial building (Basement + Ground + 7 Floor) to be constructed on the said land in accordance with the Building Plan prepared which shall be approved by respective regulatory authority.
4. **COMMON FACILITIES AND AMENITIES:** Shall mean corridors, stairways, passageways, approach roads, lifts provided by the Developer, pump room, tube well, overhead tank, water pump, generator room, fire protection, transformer and motor and other facilities which may be mutually agreed upon between the parties and required for the establishment, location enjoyment maintenances and/or management of the building.

Binod K. Agarwal

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SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS

Rajma Agarwal
Partner

5. **SALEABLE SPACE:** Shall mean the space in the building available for independent use and occupancy after making the provisions for common facilities as aforesaid and for space required for car parking space.

6. **LAND OWNERS' ALLOCATION:** shall mean the 7 shop and 9 Residential flat allotted to Land Owner No. 1 to 4 in the manner detailed below which is marked in the site plan attached herewith and Sum of Rs 50,00,000/- to be paid to Land owner No. 1 as advance (Security Deposit) at the time of execution of these present, Rs. 1,50,00,000/- to be paid to Land Owner No. 2 & 3 and Rs. 1,50,00,000/- to be paid to Land Owner No. 4 as advance in the manner detailed herein below. The area of allocation has been demarcated, identified and separately delineated in the 7 Nos. of Floor plan of the building which is annexed herewith. Property allotted jointly to the land owners shall be subject to partition and/or gift between the Land Owners concerned.

FIRST PARTY NUMBER	GROUND FLOOR SHOP NO.	1 ST FLOOR FLAT NO.	2 ND FLOOR FLAT NO.	3 RD FLOOR FLAT NO.	4 TH FLOOR FLAT NO.	5 TH FLOOR FLAT NO.	6 TH FLOOR FLAT NO.	7 TH FLOOR FLAT NO.
1	1,2,3	C,D	C	C	C	-	C	C
2-3	12,13	-	-	-	-	-	-	A
4	6,7	-	-	-	A	-	-	-

Sum of Rs. 1,50,00,000/- to be paid to Land Owner No. 2 & 3 by the Developer in the Following manner:-

1. Rs. 30,00,000/- to be paid on the date of execution of this present.
2. Rs. 30,00,000/- to be paid on or within 1st August, 2026.
3. Rs. 30,00,000/- to be paid on or within 1st February, 2027.
4. Rs. 30,00,000/- to be paid on or within 1st September, 2027.
5. Rs. 30,00,000/- to be paid on or within 1st February, 2028.

Sum of Rs. 1,50,00,000/- to be paid to Land Owner No. 4 by the Developer in the Following manner:-

1. Rs. 10,00,000/- has already being paid on 16th August 2022.
2. Rs. 10,00,000/- has already being paid on 19th August 2022.
3. Rs. 26,00,000/- to be paid on or within 1st August, 2026.
4. Rs. 26,00,000/- to be paid on or within 1st February, 2027.
5. Rs. 26,00,000/- to be paid on or within 1st September, 2027.
6. Rs. 26,00,000/- to be paid on or within 1st February, 2028.
7. Rs. 26,00,000/- to be paid on or within 1st September, 2028.

That in case if there is any delay in the payment to be paid by the Developer to the land owners mentioned above, an interest at the rate of 12% will be charged for the delayed period

7. **"DEVELOPER'S /SECOND PARTY ALLOCATION":** shall mean the Residential Flat, Shop/Commercial/Semi Commercial Space/unit detailed herein below and also areas marked in the site plan attached herewith. The area of allocation has been demarcated, identified and separately delineated in the 7 Nos. of Floor Plan of the Building which is annexed herewith.

Birade Bajaj
Sri nod kumar Agarwal

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SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manisha Agarwal
MANISHA AGARWAL
(As Constituted Attorney
of SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS

Rajeev Agarwal
Partner

FIRST PARTY NUMBER	GROUND FLOOR SHOP NO.	1 ST FLOOR FLAT NO.	2 ND FLOOR FLAT NO.	3 RD FLOOR FLAT NO.	4 TH FLOOR FLAT NO.	5 TH FLOOR FLAT NO.	6 TH FLOOR FLAT NO.	7 TH FLOOR FLAT NO.
DEVELOPER	4, 5, 8, 9, 10 & 11	A,B	A,B,D	A,B,D	B,D	A,B,D	A,B,D	B,D

8. **ARCHITECT(S):** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said building.

ARTICLE-II, LAND OWNERS' REPRESENTATION

1. The said land is not vested under the Urban Land (Ceiling and Regulation) Act, 1976.

2. That the Land Owners/First Party are the absolute owners of the landed property described in the Schedule hereunder written up to the extent of the area acquired by them and recorded in their respective L.R. Khatians as aforesaid since they acquired and are in peaceful possession of the said landed property.

3. That the Land Owners have a clear, good, marketable, title in respect of the said landed property and the same is free from all encumbrances, charges, liens, lispendences, attachment and trust whatsoever or howsoever.

4. That except the First Party nobody else have any right, title, interest, claim or demand into or upon the said landed property or any part or portion thereof.

5. That there is no suit or legal proceeding pending before any court/courts nor there is any threat of any legal proceeding being initiated against the First Party/ Land Owners in respect of the entirety of the said landed property or any portion thereof on any account whatsoever or howsoever.

6. That in case if in future any dispute or litigation arises or is found pending with respect to the land as more fully described in the schedule below the same shall be settled by concerned the First Party/Land Owners at their own cost and the Second Party shall cooperate and assist the First Party in doing so, but the Second Party shall not make any expenditure in doing so.

7. That the First Party/ Land Owners have not entered into any agreement for sale, transfer, development nor has created any interest of third party into or upon the said premises or any part or portion thereof prior to entering this Agreement for Development.

ARTICLE-III, DEVELOPER'S RIGHT

1. The Landowners hereby grants subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said Residential Cum Commercial building comprising the various sizes of Flat, shops, office spaces, show rooms, to public for Lawful purpose by entering into agreements for sell and/or transfer and/or construction on the Property in accordance with the plan sanctioned by the appropriate authorities with or without amendment and/or modification made permissible in Law or caused by the developer with the approval of the owners at its own costs and sanctioned by the appropriate Authority Concern.

Birde Bigfa

Binod K. Agarwal

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SRI BINOD KUMAR AGARWAL
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Rajima Agarwal
Partner

2. The Developer shall be entitled to prepare, modify or alter the plans with approval of the owner and to submit the same to the appropriate authorities in the name of the owners.
3. The developer shall be entitled absolutely to all the space & areas of its allocation, and shall be at liberty to deal therewith in any manner as it deem fit and proper subject to the general restrictions for mutual advantage inherent in the ownership offices, shops, showrooms, etc. It shall also have liberty to enter into agreement for sale of all the areas of its allocation, and receive the Advance and full consideration for the area.
4. Developer is fully authorized to develop the aforesaid land by constructing the Residential Cum Commercial building (basement + Ground + 7 Floor) on the below schedule land. The developer is also entitled to enter into agreement to sale with intended purchaser/s and receive the advance money and other payments there from intended Purchaser/s of its allocation at any stage.
5. That the Second Party/Developer hereof shall also be solely and absolutely entitled and duly authorized to register itself as the Promoter under the prevalent laws, if and as applicable, and for that to sign execute and deliver all applications, forms, documents, papers etc.
6. That the Second party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the second party at its own cost and expenses and the First Party will not be responsible in any manners whatsoever.

ARTICLE-IV, BUILDING CONSIDERATION

1. In consideration of the Landowners having agreed to permit the Developer to sell its allocation as allocated Residential Flat, shop rooms, show rooms, office space, and other saleable units/premises of the said premises within its allocated portions, Developer agrees to construct, erect and complete the building on the said land.
 - a. At its own costs shall obtain all necessary permissions and/or approvals and/or consents.
 - b. In respect of the consideration of the building to pay costs of supervision of the development and construction of the owner's allocation in the building at the said premises.
 - c. To bear all costs, charges and expenses for construction of the building at the said premises.

ARTICLE-V, LAND OWNERS' ALLOCATION

1. Land Owners' Allocation shall mean the 7 shop and 9 Residential flat allotted to Land Owner No. 1 to 4 in the manner detailed below which is marked in the site plan attached herewith and Sum of Rs 50,00,000/- to be paid to Land owner No. 1 as advance (Security Deposit) at the time of execution of these present, Rs. 1,50,00,000/- to be paid to Land Owner No. 2 & 3 and Rs. 1,50,00,000/- to be paid to Land Owner No. 4 as advance in the manner detailed herein below. The area of allocation has been demarcated, identified and separately delineated in the 7 Nos. of Floor plan of the building which is annexed herewith. Property allotted jointly to the land owners shall be subject to partition and/or gift between the Land Owners concerned.

Birde Bigfa

Birade Bijfe

Binod kr Agarwal

Binod kr. Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal

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(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS

Rajeev Agarwal
Partner

FIRST PARTY NUMBER	GROUND FLOOR SHOP NO.	1 ST FLOOR FLAT NO.	2 ND FLOOR FLAT NO.	3 RD FLOOR FLAT NO.	4 TH FLOOR FLAT NO.	5 TH FLOOR FLAT NO.	6 TH FLOOR FLAT NO.	7 TH FLOOR FLAT NO.
1	1,2,3	C,D	C	C	C	-	C	C
2-3	12 & 13	-	-	-	-	-	-	A
4	6,7	-	-	-	A	-	-	-

Sum of Rs. 1,50,00,000/- to be paid to Land Owner No. 2 & 3 by the Developer in the Following manner:-

1. Rs. 30,00,000/- to be paid on the date of execution of this present.
2. Rs. 30,00,000/- to be paid on or within 1st August, 2026.
3. Rs. 30,00,000/- to be paid on or within 1st February, 2027.
4. Rs. 30,00,000/- to be paid on or within 1st September, 2027.
5. Rs. 30,00,000/- to be paid on or within 1st February, 2028.

Sum of Rs. 1,50,00,000/- to be paid to Land Owner No. 4 by the Developer in the Following manner:-

1. Rs. 10,00,000/- has already being paid on 16th August 2022.
2. Rs. 10,00,000/- has already being paid on 19th August 2022.
3. Rs. 26,00,000/- to be paid on or within 1st August, 2026.
4. Rs. 26,00,000/- to be paid on or within 1st February, 2027.
5. Rs. 26,00,000/- to be paid on or within 1st September, 2027.
6. Rs. 26,00,000/- to be paid on or within 1st February, 2028.
7. Rs. 26,00,000/- to be paid on or within 1st September, 2028.

That in case if there is any delay in the payment to be paid by the Developer to the land owners mentioned above, an interest at the rate of 12% will be charged for the delayed period

2. That the Land Owners shall be entitled to spaces as mentioned in the Site Plan attached herewith together with the right to use common parts portion/areas and facilities and with undivided share in the roof and with impartable proportionate share in the land comprised in the said area for development and attributable to the Land owners' allocation and with undivided share in the open space and also further available amenities.

3. The Developer shall construct, erect and complete at its own costs the entire common facilities and amenities for the said building by using industrially acceptable standard quality materials which will be specified for construction purpose for which Land Owners hereof has no liability of any nature whatsoever.

Binod B. Singh
Binod B. Singh
Binod B. Singh
 SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)

Manish Agarwal
 SRI MANISH AGARWAL
 (As Constituted Attorney
 of SMT. RUKMA DEVI AGARWALA)

AB DEVELOPERS
Rajni Agarwal
 Partner

4. The Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of the Building including common facilities and amenities.

ARTICLE-VI, DEVELOPER'S ALLOCATION

Developer's Allocation shall mean the Residential Flat, Shop/Commercial/Semi Commercial Space/unit detailed herein below and also areas marked in the site plan attached herewith. The area of allocation has been demarcated, identified and separately delineated in the 8 Nos. of Floor plan of the building which is annexed herewith.

FIRST PARTY NUMBER	GROUN D FLOOR SHOP NO.	1 ST FLOOR FLAT NO.	2 ND FLOOR FLAT NO.	3 RD FLOOR FLAT NO.	4 TH FLOOR FLAT NO.	5 TH FLOOR FLAT NO.	6 TH FLOOR FLAT NO.	7 TH FLOOR FLAT NO.
DEVELOPER	4, 5, 8, 9, 10 & 11	A,B	A,B,D	A,B,D	B,D	A,B,D	A,B,D	B,D

In consideration of the above, the Developer shall be entitled to the Spaces as mentioned in the Site Plan attached with the right to use common parts portion / areas and facilities and with undivided share in the roof and with impartable proportionate share in the land comprised in the said area for development and attributable to the developer's allocation and with undivided share in the open space and also further available amenities.

ARTICLE-VII, THE LAND OWNERS' OBLIGATION

1. That the Land Owners are entitled to their allocation and the Developer is also entitled to its allocation.
2. That the Land Owners/First Party shall not demand for any payment apart from that mentioned in this indenture whatsoever and any liability on part of the Land Owners such as Outstanding Loan, Tax, Khajana and/or any other kind of personal liability to clear the said property shall be borne solely by the Land Owners.
3. That the Land Owners shall co-operate and arrange to hand over the vacant possession of the said landed property after clearing all kind of disputes if any with whomsoever.
4. It is, however, clearly understood that the Second party has examined all the deeds and documents relating to the right, title and interest of the Land Owners in respect of their respective piece and parcel of land and upon being satisfied thereof has entered into this Development Agreement.
5. That the Land Owners shall co-operate for the sanction and/or renewal of plan and get it sanctioned from the respective authority at the cost of Developer.
6. That incase of any dispute or obstructions in respect of title and/or possession of the below scheduled land, during/post construction, the Developer shall take all necessary measures to resolve it and the Land Owners shall co-operate in all manner to resolve the same at the cost of the Land Owners. Any delay in project due to such dispute or obstructions shall not be considered as delay on the part of the Developer in completion of the project.

Birade Rajee

Binod K Agarwal

Binod K Agarwal
SRI BINOD KUMAR AGARWAL
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
(As Constituted Attorney
of SMT. RUKMA DEVI AGARWAL)

A B DEVELOPERS
Rajina Agarwal
Partner

ARTICLE-VIII, THE DEVELOPER'S OBLIGATION

1. That the Land Owners will be entitled to their allocation as mentioned and the Developer is entitled to it's allocation as mentioned.

2. The Developer shall indemnify and keep the Land Owners saved, harmless and indemnified in respect of any reasonable loss, damage, costs, claims, charges and proceedings that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the Developer during demolition and construction of the new building and/or buildings, including claims by the Land Owners of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the Developer on any account whatsoever, including any accident or other loss, any action taken by the corporation and/or any other authority for any illegal or faulty construction or otherwise of the new building and the Developer shall also indemnify and keep the Land Owner indemnified in respect of all reasonable costs, expenses, damages, liabilities, claims and/or proceedings arising out of any act done by the Developer, in pursuance of the authorities granted as aforesaid.

3. That hence forth all documentation and plan renewal with all relevant legal costs with respect to the development of the landed property mentioned herein, to be borne by the Developer only.

4. That the Developer shall construct the Residential Cum Commercial Building (Basement + Ground + 7 Floors) in appropriate order (as per the building plans sanctioned by competent authorities) and shall use standard quality of materials. The quality of materials shall be such as may from time to time be recommended by the Architect and such recommendation of the Architect shall be acceptable to the parties hereto.

5. That the Developer at its own cost and expenses shall obtain connections for water, electricity, fire, drainage, sewerage, security system for common areas, land scaping and other inputs utilities and facilities (both temporary and permanent) from State, Central Government authorities, statutory or other bodies as required for construction, use and enjoyment of the buildings. The said connection may be in the name of the Developer and/or the Land Owners and/or both of them.

6. That the Second Party/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 buildings and towers.

7. That the Second Party shall be solely liable and responsible to settle all the issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the Second Party at its own cost and expenses.

8. That the Developer shall complete all the common areas requisites such as fire, septic tanks, common bathroom, parking lots, common electricity, flooring, plumbing and water (for common), exterior painting works, boundary wall and common roads and passages, etc.

9. That in case of any dispute or obstruction before/during/post construction, the Developer shall take all necessary measures to resolve it and the Land Owners shall co-operate in all the manner to resolve the same.

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Binand kr Agarwal
BRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SAJ MANISH AGARWAL
(As Constituted Attorney
of SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Rajesh Agarwal
Partner

10. In the course of and upon completion of the construction all the Land owners shall become the absolute owner of their allocated area (Allocation). However all of the land Owners and Developer bind themselves to execute and register the documents for fully assuring right, title and interest of the landowners and also of the Developer over their allocated area as stated in Article-V & VI above.

ARTICLE-IX, CONSTRUCTION

1. The Developer shall be solely and exclusively responsible for construction of the said building.
2. The construction shall be completed within 5 (Five) years from the date of receipt of sanction of the building plan from the competent authorities (subject to force majeure). Further, the stipulated time can be extended for a period of not more than 6 (six) months. In case the construction is not completed as per the scheduled time plus the extended period of 6 months, then the Developer shall be entitled to get further extension of a reasonable timeframe to complete the remaining part of the construction.
3. If the Developer fails and/or neglects to complete the construction of the building in all respects within the stipulated period or extended period as the case may be, or abandons the project at anytime hereafter with or without notice of such abandonment, the Land owners shall be entitled in their sole discretion to terminate this Development Agreement. In the event of such termination the Developer shall be entitled to the actual cost of construction upto the extent completed by it assessed as per applicable Government schedule of rates and such assessed cost of construction shall be paid by the Land Owners to the Developer within 2 (Two) years from the date of assessment. The Land Owners shall in such a situation be entitled to deal with the construction and purchasers of units, if any in any manner as they deem fit and proper.
4. That the Architects and engineers so appointed shall be the deciding authority for the quality of the materials used in construction and of the construction work too. They shall also be authorized to declare whether the premises are fit for possession or not.
5. To comply by all the promises made to the purchasers, intended purchasers of the unit and in case the Developer fails to comply with the same, it shall bear proportionate expenses so incurred to comply with the promises made.

ARTICLE-X, SALE PROCEEDS

That the Landowners and the Developers shall be entitled to sell their respective allocation. The Sale proceed shall be retained by the Party selling its/their allocated share.

ARTICLE-XI, BUILDING

1. The Developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the sanctioned plan as aforesaid with good and standard materials as may be specified by the Architect from time to time.
2. Subject as aforesaid the decision of the Architect regarding the quality of the materials shall be final and binding on the parties hereto. The Land Owners may inspect the site during the construction period (but only in the presence of authorized representative[s] of the Developer) and may suggest any variation and/or regarding quality of material.

Binod Bisje

Binod Agarwal

Binod k. Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
(As Constituted Attorney
of SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Rajni Agarwal
Partner

3. The Developer shall erect in the said building at its own costs as per specification and drawings provided by the Architect, pump, tube well, water storage tanks, lift, overhead reservoirs, septic tank, electrification, 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 said Building and constructed spaces for sale and/or lease of constructed space there in on ownership basis.
4. The Developer shall assist Land Owners to apply and obtain quotations, entitlements and other allocation for cement, steel, bricks and other building materials required for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction or enjoyment of the building or buildings at the cost and expenses of the Developer.
5. The Developer shall at its own cost and expenses construct and complete the building and various units and/or apartments herein accordance with the sanctioned building plans and amendments thereto or modification thereof made or caused to be made by the Developer.
6. All costs, charges and expenses including reasonable Architect's fees shall be paid, discharged and borne by the Developer and the Land Owners shall have no liability in this context.
7. That after the construction of the Building, Developer hereof shall at its own cost and expenses install transformer and generator in the building, and the Land Owner shall have no liability for the same. However the Developer shall have every right to get the amount reimbursed from the prospective Buyers and/or Land Owners in their proportionate share.
8. The Developer shall provide at its own cost supplying electricity, main switch, socket, etc. water pipe line, sewerage connection in the proposed building.

ARTICLE-XII, COMMON FACILITIES

1. The Land Owners and Developer shall pay and bear the property taxes and other dues and outgoing of the said building. Thereafter respective purchasers of spaces shall bear the same proportionately. The rates and taxes for the common areas and common facilities shall be borne by the Land Owners and the Developer and/or the Purchasers as the case may be, proportionately upon the completion of construction and sale of units therein in respect of the respective allocated areas.

2. As and from the date of service of letter of possession in respect of the new building/construction, the Land Owner and the Developer shall be responsible to pay and bear the service charges for the common facilities in the building payable in respect of proposed Building and the said charges shall include proportionate share of premises for insurances of the building, water, fire and scavenging charges and taxes, light, sanitation and lift maintenance, operation, repair and renewal charges for bill collection, maintenance of the common facilities, renovation, replacement, repair and renewal charges and expenses for the building and of the common wiring, pipes, lifts, electrical and pumps, motors and other electrical and mechanical installations, applications and equipments, stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

Binod Bajaj
Binod kr. Agarwal

Binod kr. Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
(As Constituted Attorney
of SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Ranjana Agarwal
Partner

ARTICLE-XIII, OTHER SOURCES OF INCOME

That the Landowners/ First party and the Developer/ Second party unanimously decided and agreed that after completion of the construction / project, any income generated which may be permanent or temporary in nature and the net income outcome from the project shall be distributed to all the Parties proportionately after completion of every financial year according to their allocation **as mentioned above in** Article-V (i.e. Land Owners' Allocation) and Article-VI (i.e. Developer's Allocation). This should be done in compliance with the rules of accounting. Examples of such income are parking charges, advertisements, income from temporary establishments, etc.

ARTICLE-XIV, LEGAL PROCEEDINGS

1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as the constituted attorney of the Land Owners, to defend all actions, suits and proceedings which GOD FORBID may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Land Owner shall be borne and paid by the Developer specifically may be required to be done by the Developer and for which Developer may need the authority of the Land Owners' application and other documents may be required to be signed of made by the Land Owner relating to which specific provisions may not have been mentioned herein. However if any disputes or suit arises in relation to title or possession the same may be defended by the Developers at the cost of the Land Owners.

The Land Owners hereby undertakes to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the Land Owners shall execute authorizations as may be required by the Developer for the purpose and the Land Owners also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds and things do not in any way infringe the rights of the Land Owners and/or go against the spirit of this agreement.

2. It is hereby expressly agreed by and between the parties hereto that Land Owners shall be liable and responsible to make good the title and/or possession in case any dispute arises relating to the title and/or possession of the below schedule land and to defend all actions, suits and proceedings which GOD FORBID may arise in respect of the said land on which the building is to be constructed.

3. Any notice required to be given by the Developer shall without prejudice to any other mode of service available deemed to have been served on the Land Owners if delivered by hand or sent by pre-paid speed post or through mail on the official Mail-Id at the residence of the Land Owners and shall likewise be deemed to have been served on the Developer by the Land Owners if delivered by hand or sent by pre-paid speed post to the registered office or through mail on the official Mail-Id of the Developer and Land owners.

- | | | |
|--------------------------|---|----------------------------------------------------------------------------|
| 1. LAND OWNER NO. 1 | - | bajlacollection@gmail.com |
| 2. LAND OWNER NO. 2 TO 3 | - | keplslg@gmail.com |
| 3. LAND OWNER NO. 4 | - | manishagarwal303@yahoo.com |
| 4. DEVELOPER | - | ranjana2018@gmail.com |

Birade Bate
Binod K. Agarwal
Binod K. Agarwal
BINOD KUMAR AGARWAL
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
MANISH AGARWAL
AS CONSTITUTED ATTORNEY
OF SMT. RUKIA DEVI AGARWALA

A B DEVELOPERS
Rajna Agarwal
Partner

4. Both the Developer and the Land Owners shall frame a scheme for the management and administration of the said building or buildings and/or common parts thereof, the Land Owners hereby agrees to abide by all the rules and regulations, as such management, society/ association/ holding organization do hereby give their consent to abide by the same.
5. The name of the building shall be any name as decided by the Developer.
6. The Land Owners hereby assures the Developer that there is no existing agreement regarding the development or sale of the said land and that any other agreement if any prior to this agreement have been cancelled and the Land Owners agrees to indemnify and keep indemnified the Developer against any or all claims made by any third party in respect of the said premises.

ARTICLE – XV, FORCE MAJEURE

1. The parties hereto shall not 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.
2. The Developer shall not be liable nor responsible for any loss or damage caused by the Act of GOD or on happening of anything/act beyond its reasonable control, in spite of constructing the building with seismic design or standard quality materials with proper supervision of the Developer.
3. Force Majeure shall mean flood, earthquake, riot, war storm, tempest, civil commotion, strike, lockout, air raid, fire, lightning, acid rain, accident, hurricane, explosions, terrorist activities, pandemic, lockdown, curfew, imposition of orders under section 144 of the Code of Criminal Procedure, sealing of premises by any statutory authorities, insurrections, embargoes or blockages, and/or any court order or injunction restraining the construction of the building(s) at the said property (not occasioned at the instance of the Developer) and/or changes in any municipal or other rules and laws relating to sanction of plans after the same is submitted for sanction, etc.

ARTICLE–XVI, ARBITRATION

1. All disputes and/or differences by and between the parties hereto arising out of or relating to any of the provisions hereof shall be referred for arbitration. One sole arbitrator shall be appointed by the Land owner and another one by the Developer and one shall be jointly appointed and/or selected mutually by both the parties and adjudicated under the provisions of the (Indian) Arbitration and Conciliation Act, 1996 with an amendment or modification thereof. The venue of arbitration will be at Siliguri.
2. The arbitral procedure shall be conducted in the English language and any award(s) shall be rendered in English. The procedural law of arbitration shall be the Indian law. The cost of arbitration proceedings shall be borne by the parties on equal sharing basis, and also as per the arbitration award(s).

ARTICLE–XVII, JURISDICTION

The ordinary original civil jurisdiction of the Court at Jalpaiguri shall have jurisdiction to entertain, try and determine all actions and suits (including the arbitration proceedings) arising out of this agreement.

Binod K. Agarwal
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Binod K. Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Rajiv Agarwal
Partner

ARTICLE - XIII, SEVERABILITY

The parties hereto agree that if at any time, any of the clauses, terms, conditions and or provisions of this agreement is declared to be invalid or unenforceable under the applicable law or directions or orders of any judicial or other competent authority, this agreement shall continue to be in force in respect of the other clauses, as if such invalid/ unenforceable clauses, terms and conditions were never in existence.

ARTICLE - XIX, COSTS

The parties shall bear their own costs and expenses in relation to the preparation, execution, registration, administration, modification and amendment of the document relating to their allocation. The stamp duty and registration charges payable in connection with this agreement shall be borne by the Developer herein.

ARTICLE - XX, COUNTERPARTS

This agreement or any amendments thereto may be executed in several counterparts, all of which shall be considered one and the same instrument, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

SCHEDULE OF LAND

ALL THAT piece and parcel of vacant land measuring 71.375 (Seven One Point Three Seven Five) Decimal out of which land measuring 29.30 (Two Nine Point Three Zero) Decimal appertaining to and forming part of R.S. Plot No. 102 (One Zero Two) of R.S. Sheet No. 6 (Six), recorded in R.S. Khatian No. 449 (Four Four Nine) and land measuring 42.075 (Four Two Point Zero Seven Five) Decimal appertaining to and forming part of R.S. Plot No. 254 (Two Five Four) & 255 (Two Five Five) of R.S. Sheet No. 7 (Seven), recorded in R.S. Khatian No. 176/5 KA (One Seven Six by Five) of Mouza-Dabgram, J.L. No. 2 (Two), Police Station-Bhaktinagar, District-Jalpaiguri, West Bengal. Propose Use - Bastu. Road:- Bhanu Nagar Bazar Road.

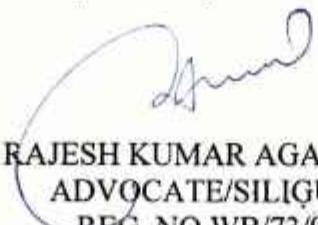
Plot wise detail of the land is as Follows:-

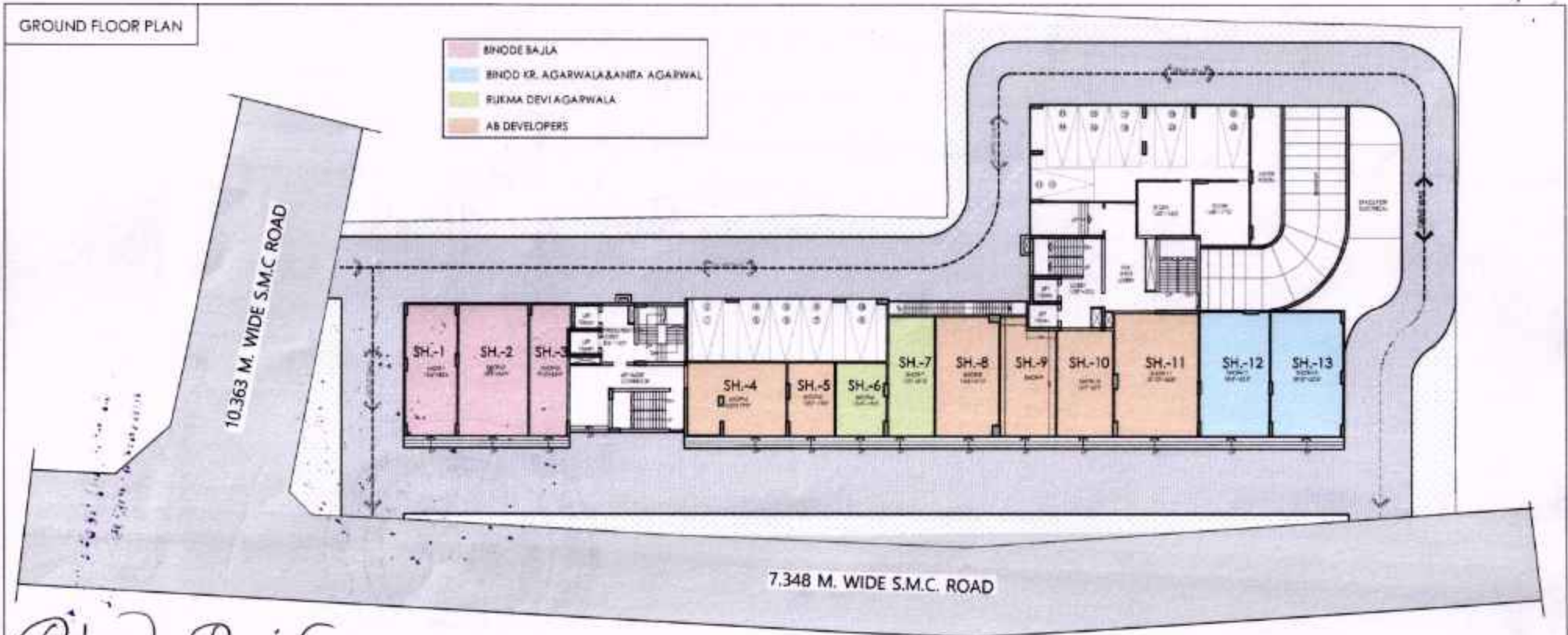
SHEET NO.	PLOT NO.	KHATIAN NO.	CLASSIFICATION		AREA
			PROPOSE	ROR	
R.S.	R.S.	R.S.			
6	102	449	COMMERCIAL	PATIT	29.300 DECIMAL
7	254			DAHALA	23.250 DECIMAL
	255				18.825 DECIMAL
TOTAL AREA					71.375 DECIMAL

Aforesaid land is butted and bounded as follows:-

- NORTH : 34 FT WIDE SMC ROAD,
SOUTH : BUILDING OF AADHYA CONSTRUCTION,
EAST : LAND OF MURALI RAM & OTHERS,
WEST : 24 FT WIDE SMC ROAD,

IN WITNESSETH WHEREOF THE PARTIES HAVE HEREUNTO SET & SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS ON THIS THE DAY, MONTH & YEAR FIRST ABOVE MENTIONED.

EXECUTANTS	
<p><i>Binod Borja</i></p>	<p><i>Manish Agarwal</i></p>
<p><i>Binod kr. Agarwal</i> <i>Binod kr. Agarwal</i> SRI BINOD KUMAR AGARWALA (As Constituted Attorney of SMT ANITA AGARWAL)</p>	<p><i>Manish Agarwal</i> SRI MANISH AGARWAL (AS CONSTITUTED ATTORNEY OF SMT. RUKMA DEVI AGARWALA)</p>
FIRST PARTY	
<p>A B DEVELOPERS <i>Rajna Agarwal</i> Partner</p>	
SECOND PARTY	
WITNESSES	
<p>1. <i>Totpusai Kr. Das</i> <i>PO Rajendra Lal Das</i> <i>Vijaya Sirkhaga, ward</i> <i>no: 46,</i> <i>Pradhan nagar, Dhyesbi,</i> <i>734003.</i></p>	<p>2. <i>Rupak Singh</i> <i>SPO Pawan Singh</i> <i>S.P. Road, Ghatal para</i> <i>Siliguri - 734005</i></p>
<p>Drafted by me and printed at my office.</p>	
<p> RAJESH KUMAR AGARWAL ADVOCATE/SILIGURI REG. NO. WB/73/97</p>	



Binode Bajla
Binod Kr. Agarwala
SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
SMT ANITA AGARWAL)

Binod Kr. Agarwala
Manish Agarwal
SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

Unit-wise Details					
Sl. No.	Floor No.	Unit/ shop No.	Carpet Area (Sq.ft.)	Built Up Area (Sq.ft.)	Super Built Up Area (Sq.ft.)
1	Ground	Shop -1	454	494	706
2	Ground	Shop -2	627	656	938
3	Ground	Shop -3	342	384	549
4	Ground	Shop -4	489	533	762
5	Ground	Shop -5	226	247	353
6	Ground	Shop -6	247	271	388
7	Ground	Shop -7	374	402	575
8	Ground	Shop -8	504	542	775
9	Ground	Shop -9	424	455	651
10	Ground	Shop -10	402	431	616
11	Ground	Shop -11	691	738	1055
12	Ground	Shop -12	586	619	885
13	Ground	Shop -13	603	645	922

A B DEVELOPERS
Rajna Agarwal
 Partner

1ST. FLOOR PLAN

	BINODE BAJLA
	BINOD KR. AGARWALA & ANITA AGARWAL
	RUKMA DEVI AGARWALA
	AB DEVELOPERS







Binode Bajla
Binod Kr. Agarwal

Binod Kr. Agarwal
SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

AB DEVELOPERS
Rajna Agarwal
 Partner

2ND. FLOOR PLAN

	BINODE BAJLA
	BINOD KR. AGARWALA & ANITA AGARWAL
	RUKMA DEVI AGARWALA
	AB DEVELOPERS



Binode Bajla

Binod Kr Agarwal

Binod Kr. Agarwal
SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)

Manish Agarwal

SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

AB DEVELOPERS

Rajna Agarwal
Partner

3RD. FLOOR PLAN

- BINODE BAJLA
- BINOD KR. AGARWALA & ANITA AGARWAL
- RUKMA DEVI AGARWALA
- AB DEVELOPERS



Binode Bajla

Binod kr. Agarwal
Binod kr. Agarwal





SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

Manish Agarwal

SRI MANISH AGARWAL
(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

AB DEVELOPERS
Rajna Agarwal
Partner

4TH FLOOR PLAN

	BINODE BAJLA
	BINOD KR. AGARWALA & ANITA AGARWAL
	RUKMA DEVI AGARWALA
	AB DEVELOPERS



Binode Bajla

Binod Kr. Agarwal

Binod Kr. Agarwal
 SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)

Manish Agarwal

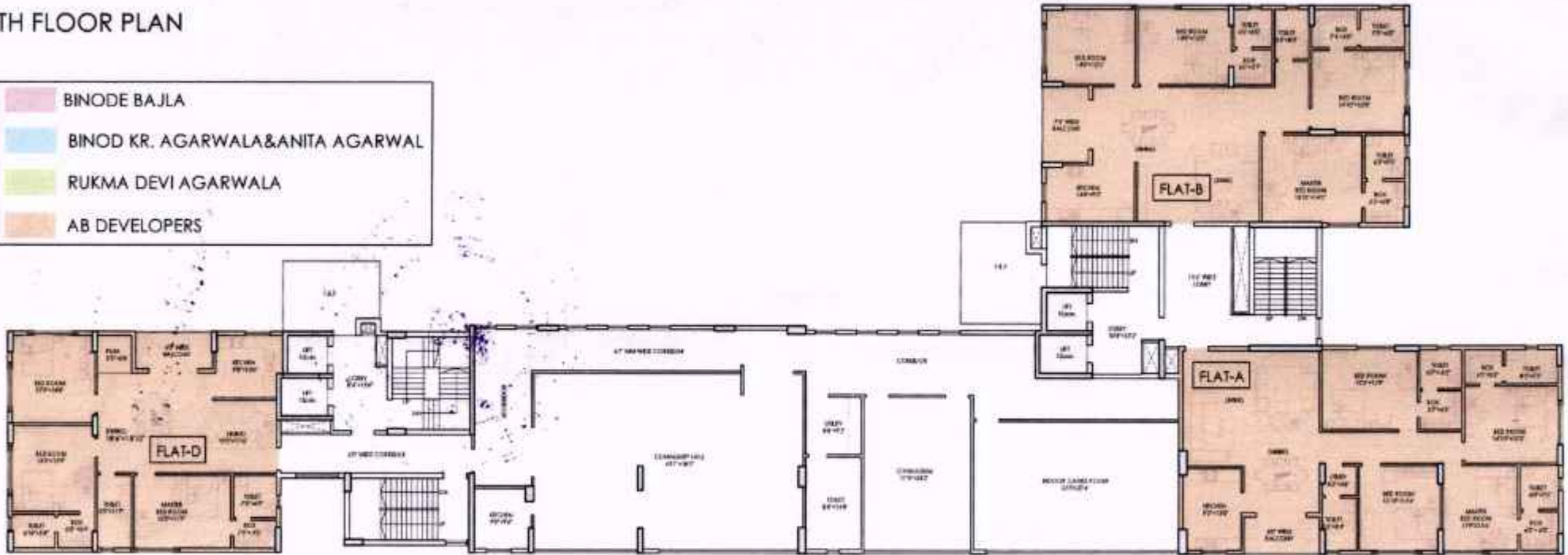
SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS

Ranjana Agarwal
 Partner

5TH FLOOR PLAN

 BINODE BAJLA
 BINOD KR. AGARWALA & ANITA AGARWAL
 RUKMA DEVI AGARWALA
 AB DEVELOPERS



Binode Bajla

Binod kr Agarwal
Binod kr Agarwal
SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS
Rajna Agarwal
 Partner

6TH FLOOR PLAN

- BINODE BAJLA
- BINOD KR. AGARWALA & ANITA AGARWAL
- RUKMA DEVI AGARWALA
- AB DEVELOPERS



Binode Bajla

Binod Kr. Agarwal
Binod Kr. Agarwal

SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)





Manish Agarwal

SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

A B DEVELOPERS

Rajna Agarwal
Partner

7TH FLOOR PLAN

	BINODE BAJLA
	BINOD KR. AGARWALA & ANITA AGARWAL
	RUKMA DEVI AGARWALA
	AB DEVELOPERS



Binode Bajla

Binod kr. Agarwal

Binod kr. Agarwal
SRI BINOD KUMAR AGARWALA
 (As Constituted Attorney of
 SMT ANITA AGARWAL)

Manish Agarwal
SRI MANISH AGARWAL
 (AS CONSTITUTED ATTORNEY
 OF SMT. RUKMA DEVI AGARWALA)

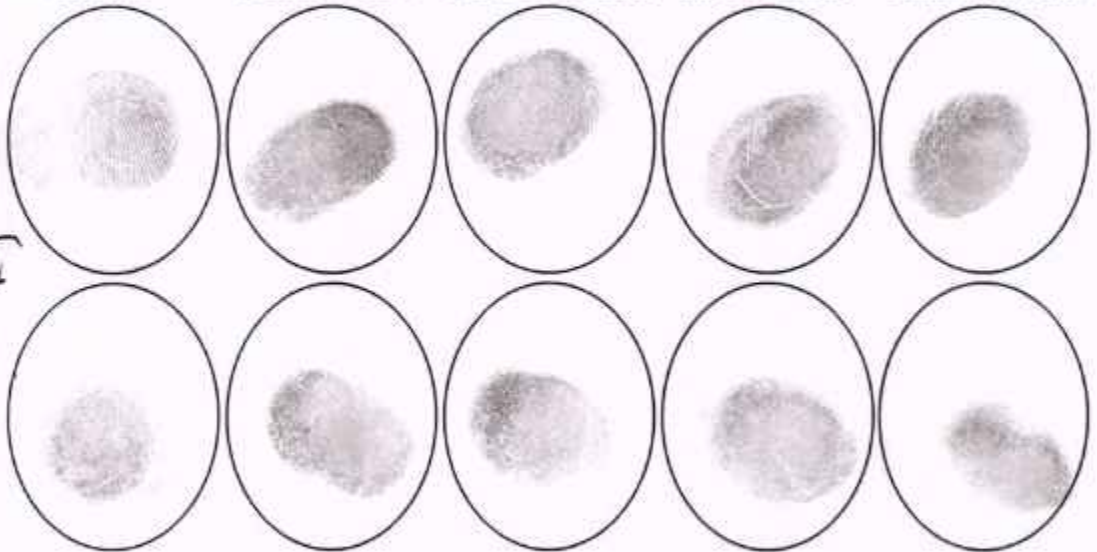
A B DEVELOPERS
Rajna Agarwal
Partner

FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER

LEFT

RIGHT



Birude Birjfa

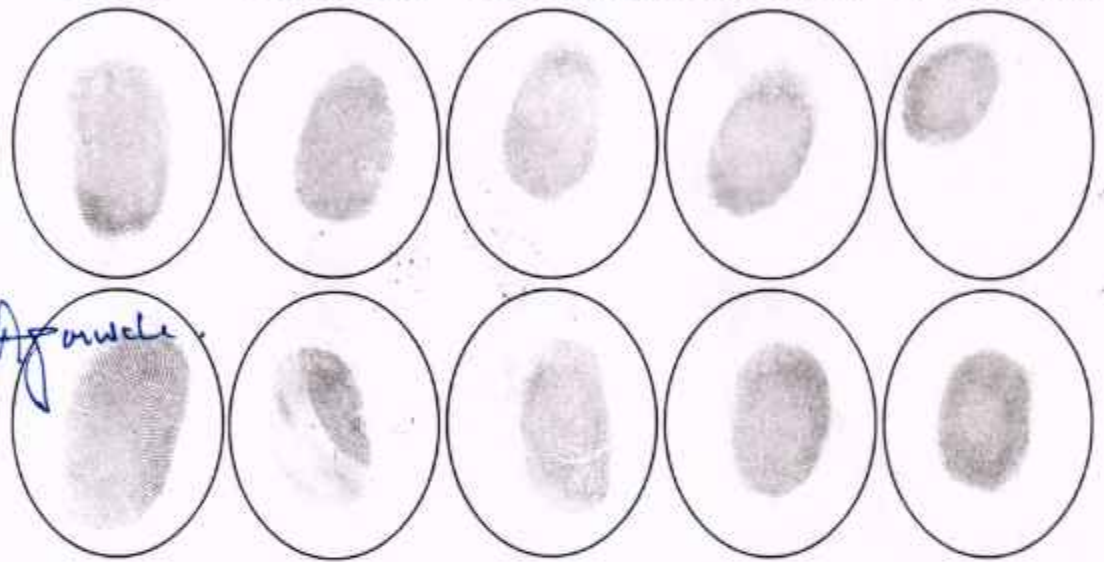
SIGN

FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER

LEFT

RIGHT



Birud k. Ajendle

SIGN

FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



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Binod k. Agarwal
SRI BINOD KUMAR AGARWALA
(As Constituted Attorney of
SMT ANITA AGARWAL)

SIGN

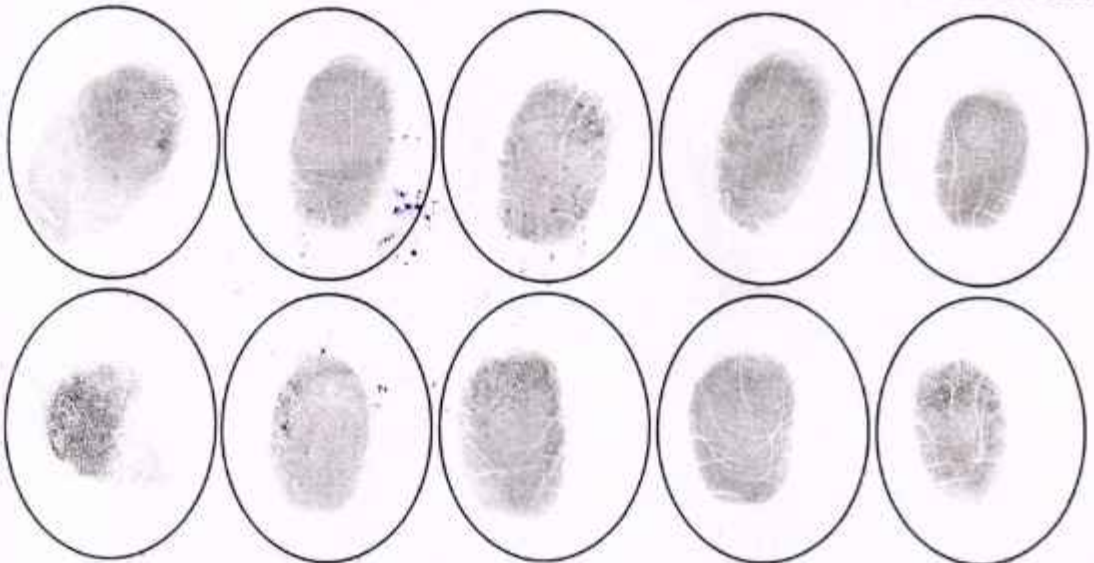
FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



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Manish Agarwal
SRI MANISH AGARWAL
(AS CONSTITUTED ATTORNEY
OF SMT. RUKMA DEVI AGARWALA)

SIGN

FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER



LEFT

RIGHT



A B DEVELOPERS

Rajna Aggarwal

Partner

SIGN

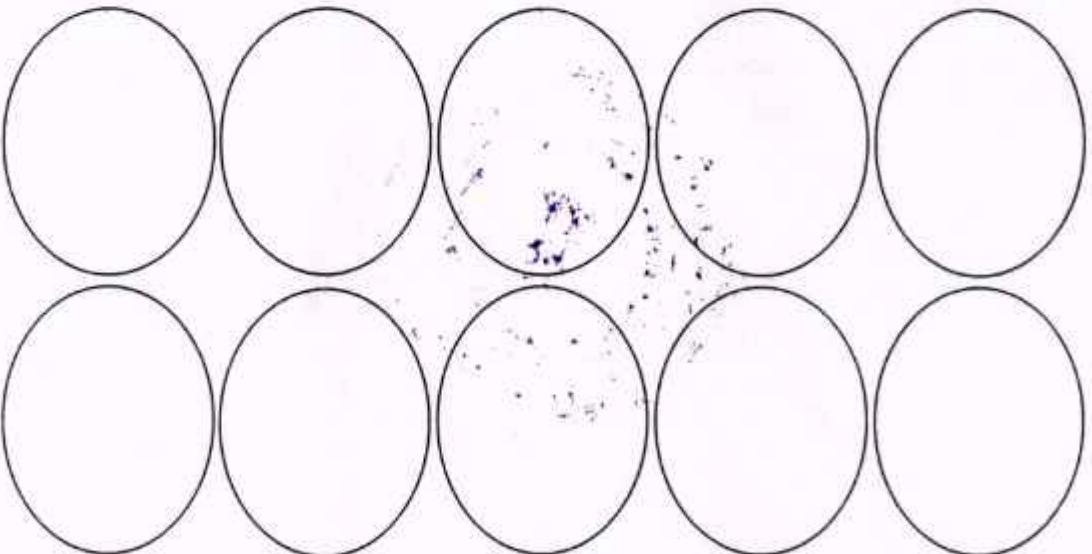
FINGER IMPRESSION

THUMB FORE FINGER MIDDLE FINGER RING FINGER LITTLE FINGER

PHOTO
(sign across
the photo but
do not sign
over the
face.)

LEFT

RIGHT



SIGN

IDENTIFIER PHOTO SHEET

X

PHOTO



LEFT THUMB IMPRESSION



Isipurani kr. das

SIGNATURE OF IDENTIFIER

Major Information of the Deed

Deed No :	I-0711-00389/2026	Date of Registration	20/01/2026
Query No / Year	0711-2000014232/2026	Office where deed is registered	
Query Date	03/01/2026 6:39:25 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	RAJESH KUMAR AGARWAL S.P. MUKHERJEE ROAD, KHALPARA, SILIGURI, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. : 9734071122, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 1,00,00,000/-]		
Set Forth value	Market Value		
	Rs. 14,36,65,625/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,021/- (Article:48(g))	Rs. 1,00,600/- (Article:E, E, E.)		
Remarks			

Land Details :



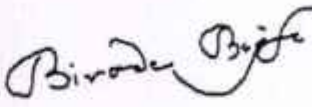


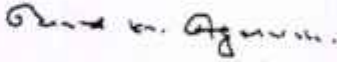
District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Bhanu nagar Bazar road, Mouza: Dabgram Sheet No - 6, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-102	RS-449	Commercial Use	Patit	29.3 Dec	5,95,15,625/-	Width of Approach Road: 34 Ft.,

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Bhanu nagar Bazar road, Mouza: Dabgram Sheet No - 7, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L2	RS-254	RS-449	Commercial Use	Patit	23.25 Dec	4,65,00,000/-	Width of Approach Road: 34 Ft., Adjacent to Metal Road,
L3	RS-255	RS-449	Commercial Use	Dahala	18.825 Dec	3,76,50,000/-	Width of Approach Road: 34 Ft., Adjacent to Metal Road,
		TOTAL :			42.075Dec	0 /-	841,50,000 /-
		Grand Total :			71.375Dec	0 /-	1436,65,625 /-







Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri BINODE BAJLA (Presentant) Son of Late Chouthmal Bajla Executed by: Self, Date of Execution: 08/01/2026 , Admitted by: Self, Date of Admission: 08/01/2026 ,Place : Office		 Captured	
	08/01/2026	LTI 08/01/2026	08/01/2026	
K.C. Dey Road, Siliguri, City:- Not Specified, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX5 , PAN No.:: ACxxxxxx4H, Aadhaar No: 48xxxxxxxx3514, Status :Individual, Executed by: Self, Date of Execution: 08/01/2026 , Admitted by: Self, Date of Admission: 08/01/2026 ,Place : Office				
2	Name Shri BINOD KUMAR AGARWALA Son of Late Amilal Agarwal Executed by: Self, Date of Execution: 08/01/2026 , Admitted by: Self, Date of Admission: 08/01/2026 ,Place : Office		 Captured	
	08/01/2026	LTI 08/01/2026	08/01/2026	
4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri, City:- Not Specified, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX6 , PAN No.:: AExxxxxx5K, Aadhaar No: 69xxxxxxxx7063, Status :Individual, Executed by: Self, Date of Execution: 08/01/2026 , Admitted by: Self, Date of Admission: 08/01/2026 ,Place : Office				
3	Smt ANITA AGARWAL, (Alias: Smt ANITA DEVI AGARWALA) Wife of Shri Binod Kumar Agarwal 4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri, City:- Not Specified, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX8 , PAN No.:: ACxxxxxx8J, Aadhaar No: 64xxxxxxxx6542, Status :Individual, Executed by: Attorney, Executed by: Attorney			
4	Smt RUKMA DEVI AGARWALA Wife of Shri Natwar Lal Agarwal Mangal Pandey Road, Khalpara, Siliguri, City:- Not Specified, P.O:- Siliguri, P.S:- Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: IndiaDate of Birth:XX-XX-1XX3 , PAN No.:: ACxxxxxx8G, Aadhaar No: 82xxxxxxxx3435, Status :Individual, Executed by: Attorney, Executed by: Attorney			




Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	AB DEVELOPERS Shantiware House, Corporation, Near Hotel Sarover, 3rd Mile, Sevoke Road, Siliguri, City:- Not Specified, P.O:- Salugara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008 Date of Incorporation:XX-XX-2XX2 , PAN No.:: ABxxxxxx9L,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative




Attorney Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Shri BINOD KUMAR AGARWALA Son of Late Amilal Agarwal Date of Execution - 08/01/2026, , Admitted by: Self, Date of Admission: 08/01/2026, Place of Admission of Execution: Office	 Jan 8 2026 2:20PM	 Captured LTI 08/01/2026	Signature  08/01/2026
4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri, City:- Not Specified, 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-1XX6 , PAN No.:: AExxxxxx5K, Aadhaar No: 69xxxxxxxx7063 Status : Attorney, Attorney of : Smt ANITA AGARWAL				
2	Name Shri MANISH AGARWAL Son of Om Prakash Agarwal Date of Execution - 08/01/2026, , Admitted by: Self, Date of Admission: 08/01/2026, Place of Admission of Execution: Office	 Jan 8 2026 2:18PM	 Captured LTI 08/01/2026	Signature  08/01/2026
208 Ganga Apartment, Mangal Pandey Road, Khalpara, Siliguri, City:- Not Specified, P.O:- Siliguri, 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-1XX6 , PAN No.:: Alxxxxxx3A, Aadhaar No: 55xxxxxxxx2034 Status : Attorney, Attorney of : Smt RUKMA DEVI AGARWALA				

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Smt RANJANA AGARWAL Wife of Shri Ajay Agarwal Date of Execution - 08/01/2026, , Admitted by: Self, Date of Admission: 08/01/2026, Place of Admission of Execution: Office	 Jan 8 2026 2:19PM	 Captured LTI 08/01/2026	Signature  08/01/2026
Shanti Warehousing Corporation, 3rd Mile, Sevoke Road, Siliguri, City:- Not Specified, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, Date of Birth:XX-XX-1XX6 , PAN No.:: ALxxxxxx3B, Aadhaar No: 32xxxxxxxx4187 Status : Representative, Representative of : AB DEVELOPERS (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Tri Purari Kumar Das Son of Rajendra Lal Das Ujanu Shibnagar, Pradhan Nagar, Siliguri, City:- Not Specified, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003			
	08/01/2026	08/01/2026	08/01/2026
Identifier Of Shri BINODE BAJLA, Shri BINOD KUMAR AGARWALA, Shri BINOD KUMAR AGARWALA, Shri MANISH AGARWAL, Smt RANJANA AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri BINODE BAJLA	AB DEVELOPERS-29.3 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri BINOD KUMAR AGARWALA	AB DEVELOPERS-6.8 Dec
2	Smt ANITA AGARWAL	AB DEVELOPERS-4 Dec
3	Smt RUKMA DEVI AGARWALA	AB DEVELOPERS-12.45 Dec

Transfer of property for L3

Sl.No	From	To. with area (Name-Area)
1	Shri BINOD KUMAR AGARWALA	AB DEVELOPERS-5.575 Dec
2	Smt ANITA AGARWAL	AB DEVELOPERS-4.25 Dec
3	Smt RUKMA DEVI AGARWALA	AB DEVELOPERS-9 Dec

Endorsement For Deed Number : I - 071100389 / 2026

On 08-01-2026

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

Presented for registration at 13:59 hrs on 08-01-2026, at the Office of the A.D.S.R. BHAKTINAGAR by Shri BINODE BAJLA , one of the Executants.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 14,36,65,625/-

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

Execution is admitted on 08/01/2026 by 1. Shri BINODE BAJLA, Son of Late Chouthmal Bajla, K.C. Dey Road, Siliguri, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Shri BINOD KUMAR AGARWALA, Son of Late Amilal Agarwal, 4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri, P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr Tri Purari Kumar Das, , , Son of Rajendra Lal Das, Ujanu Shibnagar, Pradhan Nagar, Siliguri, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Others

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

Execution is admitted on 08-01-2026 by Smt RANJANA AGARWAL, Partner, AB DEVELOPERS (Partnership Firm), Shantiware House, Corporation, Near Hotel Sarover, 3rd Mile, Sevoke Road, Siliguri, City:- Not Specified, P.O:- Salugara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734008

Indetified by Mr Tri Purari Kumar Das, , , Son of Rajendra Lal Das, Ujanu Shibnagar, Pradhan Nagar, Siliguri, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Others

Executed by Attorney

1. Execution by Shri BINOD KUMAR AGARWALA, , Son of Late Amilal Agarwal, 4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri, P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business as constituted attorney for Smt ANITA AGARWAL , Smt ANITA DEVI AGARWALA 4C, Maple View, Mayfair Garden, Ward No. 41, Siliguri, P.O: Sevoke Road, Thana: Bhaktinagar, , Jalpaiguri, WEST BENGAL, India, PIN - 734001 is admitted by him

Indetified by Mr Tri Purari Kumar Das, , , Son of Rajendra Lal Das, Ujanu Shibnagar, Pradhan Nagar, Siliguri, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Others

2. Execution by Shri MANISH AGARWAL, , Son of Om Prakash Agarwal, 208 Ganga Apartment, Mangal Pandey Road, Khalpara, Siliguri, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Business as constituted attorney for Smt RUKMA DEVI AGARWALA Mangal Pandey Road, Khalpara, Siliguri, P.O: Siliguri, Thana: Siliguri, , Darjeeling, WEST BENGAL, India, PIN - 734005 is admitted by him

Indetified by Mr Tri Purari Kumar Das, , , Son of Rajendra Lal Das, Ujanu Shibnagar, Pradhan Nagar, Siliguri, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 1,00,600.00/- (B = Rs 1,00,000.00/- ,E = Rs 600.00/-) and Registration Fees paid by by online = Rs 1,00,600/-, by POS = Rs 0/-

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

Online on 07/01/2026 1:54PM with Govt. Ref. No: 192025260421396858 on 07-01-2026, Amount Rs: 1,00,600/-,

Bank: SBI EPay (SBlePay), Ref. No. 7242500630139 on 07-01-2026, Head of Account 0030-03-104-001-16

Description of Payment

By POS on 08/01/2026 2:27PM with Govt. Ref. No: 192025260423350676 on 08-01-2026, Amount Rs: 0/-, Bank:

SBI, Ref. No. 07112000014232/01/2026 on 08-01-2026, Head of Account 0030-03-104-001-16

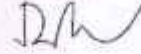
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by , by Stamp Rs 1,000.00/-, by online = Rs 74,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 22861, Amount: Rs.1,000.00/-, Date of Purchase: 22/09/2025, Vendor name: J R Das


Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 07/01/2026 1:54PM with Govt. Ref. No: 192025260421396858 on 07-01-2026, Amount Rs: 74,021/-, Bank: SBI EPay (SBlePay), Ref. No. 7242500630139 on 07-01-2026, 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

On 20-01-2026**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.



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 0711-2026, Page from 12526 to 12562

being No 071100389 for the year 2026.



DM

Digitally signed by BISWARUP GOSWAMI
Date: 2026.01.20 18:02:14 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 20/01/2026
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.