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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.

Adl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

Sanjesh Agarwal
Aadya Construction
Sujit Kumar Agarwal
Partner

07 JUN 2022

DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE 7th DAY
OF JUNE 2022 (TWO THOUSAND TWENTY
TWO).



Contd..P/2

S. No. 101 Date 02/06/2022

Sold to Darya Construction

OF Siliguri

Rs. 5000/- (Rupees) Five Thousand only

B. R. Ghosh
(B.R. Ghosh)

Stamp Vendor

Siliguri Court

L. No. R. M/106/1993

Darjeeling



Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

07 JUN 2022

Santosh Agarwal

Aadya Construction
Sujit Kumar Agarwal
Partner**BETWEEN**

SRI. SANTOSH AGARWAL, [PAN No. **AFEP9270M**] (Aadhar No. 3653-0636-8296)

Son of Late Ramphal Agarwal, Hindu by faith, Indian by nationality, business by occupation, resident of Bhagwati Apartment-II, Third Floor, Pranami School Road, Post Office - Siliguri and Police Station - Bhaktinagar, Pin-734001, District-Jalpaiguri (in the state of West Bengal), India, -- hereinafter called the "**FIRST PARTY/LAND OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, executors, successors, legal representatives, administrators and assigns etc.) of the "**FIRST PART**".

AND

"AADYA CONSTRUCTION", (PAN No. **AAYFA5243K**), a registered partnership firm, having principal office at Asmi Kunj, Siliguri, Post Office and Police Station Siliguri, District Darjeeling, PIN - 734001, in the State of West Bengal, represented in these presents by one of its partner, **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 - 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**".

**WHEREAS:-**

- One Sri Pem Dawa Sherpa, Son of Late Karsangay Sherpa of Siliguri became the absolute owner of a piece of land area measuring 2 Katha more or less, recorded under Khatian No. 483/9 (R.S), comprised in Plot No. 253 (R.S), situated within Mouza - Dabgram, J.L No. 2, Sheet No. 9 (R.S), Touzi No. 3, Pargana - Baikunthapur, within the jurisdiction of Police Station - Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Sale, executed in his favour by Sri Basudeb Adhikary and Sri Biswanath Adhikary, both are sons of Late Balak Chandra Adhikary of

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Siliguri on 06-07-1998 in the office of the Dist. Sub-Registrar at Jalpaiguri, transcribed in Book No. I, Volume No. 55, Pages 389 to 394, being document No. 3402 for the year 1998.

- b) **AND WHEREAS** Sri Pem Dawa Sherpa, Son of Late Karsangay Sherpa of Siliguri also became the absolute owner of another piece of land area measuring 4 Katha 4.5 Chhataks more or less, recorded under Khatian No. 490/1 (R.S), comprised in Plot No. 235 (R.S), situated within Mouza - Dabgram, J.L No. 2, Sheet No. 9 (R.S), Touzi No. 3, Pargana - Baikunthapur, within the jurisdiction of Police Station - Bhaktinagar in the District of Jalpaiguri by virtue of a Deed of Sale, executed in his favour by Smt. Chhaya Rani Paul, Wife of Late Narayan Chandra Paul of Siliguri on 06-07-1998 in the office of the Dist. Sub-Registrar at Jalpaiguri, transcribed in Book No. I, Volume No. 55, Pages 395 to 402, being document No. 3403 for the year 1998.



AND WHEREAS by virtue of aforesaid two purchase said Sri Pem Dawa Sherpa, Son of Late Karsangay Sherpa of Siliguri became the absolute owner of total land area measuring 6 Katha 4.5 Chhataks more or less, recorded under R.S Khatian No. 483/9 and 490/1, comprised in R.S Plot No. 253 and 235, situated within Mouza - Dabgram, J.L No. 2, R.S Sheet No. 9, Touzi No. 3, Pargana - Baikunthapur, within the jurisdiction of Police Station - Bhaktinagar in the District of Jalpaiguri, having all permanent, heritable and transferable right, title and interest therein free from all encumbrances and charges whatsoever.

- d) **AND WHEREAS** this is to be mention here that the above named Sri Pem Dawa Sherpa, Son of Late Karsangay Sherpa belongs to Schedule Tribe Community and he has obtained necessary permission for sale the aforesaid land measuring 6 Katha 4.5 Chhataks as per the provision of W.B.L.R Act, 1955 from the office of the Project Officer cum District Welfare Officer Backward Classes Welfare, Jalpaiguri and Revenue Officer under Chapter - IIA of the W.B.L.R Act, 1955 vide Memo No. 1441/BCW-Project dated 22-03-2002.

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 Sanjay Kumar Agarwal
 Partner

e) **AND WHEREAS** being owner in such possession said Sri Pem Dawa Sherpa, Son of Late Karsang Sherpa sold and transferred his aforesaid land area measuring 6 Katha 4 Chhataks more or less within specific boundaries unto and in favour of 1) Sri Bapi Chakraborty alias Madan Chakraborty, Son of Late Mahindra Nath Chakraborty and 2) Sri Bipul Biswas, Son of Late Santosh Biswas by virtue of a Deed of Sale, executed on 22-03-2002 and the same was registered in the office of the Dist. Sub-Registrar at Jalpaiguri, recorded in Book No. I, Volume No. 18, pages from 165 to 168, being document No. 1490 for the year 2002.

f) **AND WHEREAS** the owner of such possession Sri Bipul Biswas, Son of Late Santosh Biswas sold and transferred his 50% share of land measuring 3 Katha 2 Chhataks more or less, out of the aforesaid land unto and in favour of Sri Sankar Chakraborty, Son of Late Ranjit Chakraborty of Siliguri by virtue of a Deed of Sale, executed 26-03-2002 and the same was registered in the office of the Dist. Sub-Registrar at Jalpaiguri, recorded in Book No. I, Volume No. 29, pages from 21 to 24, being No. 2367 for the year 2002.



AND WHEREAS thus Sri Bapi Chakraborty alias Madan Chakraborty, Son of Late Manindra Nath Chakraborty and Sri Sankar Chakraborty, son of Late Ranjit Chakraborty became the absolute owner of the said land area measuring 6 Katha 4 Chhataks more or less, within specific boundaries in their khas, actual and physical possession having all permanent, heritable and transferable right, title and interest therein and their names have been duly recorded in Record of Right with respect of their aforesaid land in the office of the B.L & L.R.O at Rajganj Block and subsequently two separate Khatian has been finally published in their names bearing Khatian Nos. 207 & 208, appertaining to Plot No. 196, Sheet No. 51 of Mouza - Dabgram.

h) **AND WHEREAS** being owner in such possession said Sri Bapi Chakraborty alias Madan Chakraborty, Son of Late Manindra Nath Chakraborty and Sri Snakar Chakraborty, son of Sri Ranjit Chakraborty jointly sold and transferred their aforesaid total land measuring 6 Katha 4 Chhataks more or less, recorded in R.S Khatian No. 483/9 and 490/1 correspondence to L.R Khatian No. 207 and 208, comprised in R.S Plot

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No. 253 and 235 correspondence to L.R Plot No. 196, situated within Pargana - Baikunthapur, Mouza - Dabgram, J. L No. 02, Sheet No. 9 (R.S) and 51 (L.R), situated at Iskon Mandir Road, Dist. Jalpaiguri unto and in favour of Sri Santosh Agarwal, Son of Late Ramphal Agarwal of Siliguri by virtue of a Deed of Sale, registered on 05-07-2021 in the office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, transcribed in Book No. I, Volume No. 0711-2021, Page from 116973 to 116999, being No. 071104305 for the year 2021 and by virtue of such purchase said Sri Santosh Agarwal hold and enjoy the aforesaid land and ever since he has been in actual, Khas and physical possession of the same as true and lawful owner thereof having permanent, heritable and transferable right, title and interest therein. The said land has been recorded in L.R. Khatian No. 841, L.R. Plot No. 196 of Mouza Dabgram for an area of 0.1083 Acre in the name of Santosh Agarwal.



AND WHEREAS as aforesaid **SRI SANTOSH AGARWAL**, Son of Late Ramphal Agarwal of Siliguri (the **Owner** named herein) became the absolute Owner of the said land area measuring 6 Katha 4 Chhatak more or less (within specific boundaries) under the Mouza-Dabgram, Pargana Baikunthapur, recorded in R.S Khatian No. 483/9 and 490/1 correspondence to L.R Khatian No. 841, comprised in R.S Plot No. 253 and 235 correspondence to L.R Plot No. 196, situated within Pargana - Baikunthapur, J. L No. 02, Sheet No. 9 (R.S) and 51 (L.R), situated at **Iskon Mandir Road**, Dist. Jalpaiguri, within Ward No. **40** of Siliguri Municipal Corporation, more fully and particularly described in the First Schedule hereunder written and hereinafter referred to as "the said premises".

- d) **AND WHEREAS** the First Party being desirous of constructing a residential or residential cum commercial building/complex on the said premises but not having sufficient and adequate funds, resources and not being in a position to put contemplation and scheme into action due to preoccupation & inadequate expertise was in search of a developer they have approach the Second Party to construct the residential or residential cum commercial building/complex.

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Partner

k) 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 the Second Party finding the offer of the First Party reasonable and considering the aforesaid facts accepted the offer of the First Party to construct a residential or residential cum commercial building/complex on the said premises and has agreed on the terms and conditions stated hereunder.

l) The said premise is free from all encumbrance, charges, liens, lispendens, mortgages and attachments howsoever.

m) The Owner have agreed to grant an exclusive right of development of the said premises 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 premises.



n) 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.

o) For better understanding and clarity, this agreement is divided into Eighteen (18) 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 SANTOSH AGARWAL**, Son of Late Ramphal Agarwal of Siliguri and the aforesaid persons having whatsoever right, title and interest that they have in respect of the said premises described in the First Schedule hereunder written including their heirs, legal representatives, executors, nominee(s), constituted attorney/s and assigns.

Sankar Agarwal

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Sujit Kumar Agarwal
Partner

1.2: Developer shall mean said 'AADYA CONSTRUCTION' represented by one of its partners **SRI SUJIT KUMAR AGARWAL**, Son Late Raj Kumar Agarwal, its executors, representatives, administrators and assigns including its Partner/s 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 proposed building to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Siliguri Municipal Corporation for the time being prevailing as per the plan or plans to be sanctioned by the Siliguri Municipal Corporation.

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, passageways, water tanks, reservoirs, area used for providing common facilities to the occupants like gym, games room, community hall, swimming pool (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.

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 or spaces 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.

Sankar Aggarwal

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Sankar Aggarwal
Partner

1.9: Owner's Allocation shall be a share equivalent to 50% of the Sale Proceeds or a share equivalent to 50% of the total constructed area in the proposed new building to be constructed at the said premises by the Developer as per plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities as consideration for permitting the Developer to develop the said land and residential or residential cum commercially exploit the same.

1.10: Developer's allocation shall mean the remaining share that is equivalent to 50% of the Sale Proceeds or a share equivalent to 50% of the total constructed area in the proposed new building to be constructed at the said land by the Developer as per the constructed area and plan or plans to be sanctioned by the Siliguri Municipal Corporation or any other sanctioning authorities which shall absolutely belong to the Developer.

1.11: The Owner shall execute a 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 purchasers 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.

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

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.

Sampath Aggarwal

Aadya Construction
Sujit Kumar Aggarwal
Partner**ARTICLE -III - OWNER'S RIGHT & REPRESENTATIONS**

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

3.2: Excepting the Owner, no other person has/have any claim or interest and / or demand over and in respect of the said land and / or any portion thereof as particularly described in Schedule of land hereunder written.

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 encumbrances, liens, lispends, attachments, trusts, whatsoever or howsoever. The said premises is free from all encumbrance, lien's, lispends, attachments, trusts, acquisitions, requisitions whatsoever and howsoever.



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

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

3.6.: All municipal Corporation rates and taxes, land revenue/khajna payments, shall be paid by the Developer during the construction period and the Owner shall clear the electricity consumption charges before handing over the possession of the said premises to the Developer.

3.7.: The Owner further represent if any dispute arises in future the Owner shall be responsible for any litigation related to his title to the said land and if 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

Sankar Aggarwal

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construction of the Project by the Developer shall not be interrupted, obstructed, hampered or delayed in any manner. Further, the Owner agree and acknowledge that in the event if any dispute 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 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 grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to residential or 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 authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.



The Developer is fully authorized to develop the aforesaid land by constructing the multistoried building on the below scheduled land and deal with prospective purchasers of such space/units/area as it deems fit and proper. The Owner will execute and register a Power of Attorney as per the agreements terms and condition in favor of the Developer for executing Agreement for Sale with intending purchasers and subsequently the Deed of Conveyances/Deed of Sale in favor of such intending customers in respect of the Developer's Allocation and it is hereto expressly agreed by and between the parties hereof that the Developer is entitled to enter into agreement for sale and execution of such deed of sale with intending purchasers and collect and retain the entire consideration money/advances and other payments there from at any stage from the Developer's Allocation and for the purpose of entering into such agreement/sale 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

Santosh K. Sharma

Aadya Construction
Sunita K. Sharma
Partner

consent provided the Developer shall comply with all other obligations of the Developer to the Owner under this agreement.

ARTICLE V- CONSIDERATION

5.1: 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. 5,00,000/- (Rupees Five Lakhs)** only at the time of signing of this agreement which is a refundable amount and the Owner shall refund the amount to the Developer on the first booking/sale of the Owner's Allocation or on completion of the second floor roof casting of the proposed building whichever is earlier.

ARTICLE VI - PROCEDURE

6.1 : The land Owner shall sign execute and register a Development Power of Attorney in favor of the partner of the developer - firm **AADYA CONSTRUCTION** 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 (including those relating to entering into agreement to sell, receive advances or part payment or full consideration money from such sale from intending purchasers in respect of the Developer's Allocation).



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

Santosh Aggarwal

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Sujit Kumar Aggarwal
Partner

6.3 : Upon finalization of the plan for construction of the proposed buildings/complexes at the said premises, the Parties hereto as per their requirement, the Owner and the Developer shall 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 in respect of the description of their allocated shares in the proposed new buildings/complexes.

ARTICLE VII - BUILDING

7.1: The Developer shall at its own costs, construct, erect and complete the multistoried residential or residential cum commercial 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 Siliguri Municipal Corporation, Siliguri.



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.

Sanpasa Agam
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Sujit Kumar Agawal
Partner

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

7.5: The developer shall provide at its own cost main switch, socket, etc. water pipeline, sewerage connection in portion of the Owner' allocation.

ARTICLE VIII - COMMON FACILITIES

8.1: The Developer shall pay and bear Municipal Corporation 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 and parking space in the said complex/building. 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/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. It is however clarified that the said charges are irrespective of the Developer's/Owner' allocation and the same shall not be treated as



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consideration of saleable area. Moreover the Owner hereby agrees and covenants with the Developer that the Electricity Transformer infrastructure proportionate cost and Individual Electricity Meter installation cost and GST Charges of the 'Owner's Allocation' shall be solely borne by the Owner.

8.4 The Developer shall ensure and shall pay all statutory liabilities relating to development of the Said Project on a timely basis which includes tax liabilities such as income tax, sales tax, wealth tax and other liabilities in the nature of provident fund contributions, etc., as statutorily leviable in respect of the construction activity. Further, the Developer shall attend to all assessments/proceedings/notices raised under any law or Act in relation to development of the project and the Owner shall have no liability or responsibility in respect thereof. However, the Income Tax liability pertaining to the Owner as Capital Gains or otherwise by virtue of this agreement and any TDS liability against the sale proceeds received against Owner's Allocation shall be the responsibility of the Owner.



ARTICLE IX - OWNER'S OBLIGATIONS

9.1: The Owner hereby agree and covenant with the Developer not to cause 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 covenants with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sell, accept advance/ part payment or full consideration money, and sign, execute the same in the new multistoried building/s constructed over the aforesaid below scheduled land.

9.3: The Owner hereby agree and covenants 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 Owner shall be obliged to sign, execute and register Development Power of Attorney or Conveyances/Sales as required by the Developer in favor of the developer and / or its nominees for selling the saleable area in

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 Aadya Construction
 Sunit-Kumar Aggarwal
 Partner

the said multistoried buildings constricted over the aforesaid below scheduled land.

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.

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 and 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.



Sanjay Agarwal
Aadya Construction
Sunil Kumar Agarwal
Partner

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

10.8: The developer shall try to complete in all respects the construction of the building/s within (24) twenty four calendar months from the end of the month in which sanction of the building/s plan is obtained. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts, pandemic, lock downs 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 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 undertake to keep the developer indemnified against all third party claims and actions 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.

samir Aggarwal
 Aadya Construction
 Sujit Kumar Aggarwal
 Partner

ARTICLE XIII - OWNER'S ALLOCATION

13.1: Owner' allocation shall mean 50 % (Fifty Percent) of the total sale proceeds received from the selling of the saleable area or the 50% share in the total constructed area of the multistoried residential or residential cum commercial building/s to be constructed over the below scheduled land.

ARTICLE XIV - DEVELOPER'S ALLOCATION

14.1: Developer's allocation shall mean the remaining and balance 50% (Fifty Percent) of the total sale proceeds received from the selling of the saleable area or 50% share in the total constructed area of the multistoried residential or residential cum commercial 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 undertake 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.



Sankar Aggarwal

Aadya Construction
Sujit Kumar Aggarwal
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 or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or West Bengal Housing Industry Regulation Act, 2017, it shall be jointly 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 the 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 Development 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 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 its transferees shall each be liable to pay and bear proportionate charges on account of all taxes and rates payable in respect of their allocations/receivables.

15.7: It is understood that no goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in the staircase/ landings/corridors/passages or other places for the common use in the proposed building and no hindrance shall be caused in any manner in the

Sanjay Agarwal
 Aadya Construction
 Sanjay Kumar Agarwal
 Partner

free movement in the staircase/ landings/ corridors/ passages and other places for common use in the proposed building and in case any such hindrance is caused, the Developer or the Owner, as the case may be, shall be entitled to remove the same at the risk and cost of the others. It is also clearly understood agreed between the parties that the owner shall not be allowed to park his vehicle/s in the common passage/common space of the proposed new building which can caused any hindrance

15.8: The proposed building to be constructed on the said premises shall be named as "**AARAV MANSION**" as desired by the Owner in consultation with the Developer.

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.

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



ARTICLE XVI - FORCE MAJEURE

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 nature of acts, pandemic and its after effects such as economical and financial effects, lock downs, flood, earthquake, riot, war, storm, tempest, civil commotion, 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.

Sandeep Aggarwal

Aadya Construction
Sandeep Kumar Aggarwal
Partner**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.

ARTICLE XVIII - JURISDICTION

18.1: Courts in the District of Jalpaiguri 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 or parcel of homestead land measuring **6 Katha 4 Chhatak** more or less, recorded in R.S Khatian No. **483/9** and **490/1** correspondence to L.R Khatian No. **841**, comprised in R.S Plot No. **253** (Land Area - 2 Katha) and **235** (Land Area - 4 Katha 4 Chhatak) correspondence to L.R Plot No. **196**, R.S Sheet No. **09** correspondence to L.R Sheet No. **51**, situated within Pargana Baikunthapur, Mouza - **Dabgram**, J.L. No. **02**, Additional District Sub-Registrar Office Rajganj (presently Bhaktinagar), Dist. Jalpaiguri, Pin-734006, Post Office - Sevoke Road and Police Station - Bhaktinagar, within Ward No. **40** of Siliguri Municipal Corporation, **Iskon Mandir Road**, Siliguri, in the state of West Bengal. (Present classification and use of land: Bastu; Proposed use of land: Bastu)

**The said premises is butted and bounded as follows:-**

By the North: By Land of Prasanta Achar & Arjun Gupta;
By the South : By 35 Ft' Wide Siliguri Municipal Corporation Road;
By the East : By 18 Ft' Wide Siliguri Municipal Corporation Road;
By the West : By Land of Arjun 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. Rajesh Kumar Dey
S/o Late Ganesha Ch. Dey
Srabannagar, Siliguri



Rajesh Kumar Dey

The Owner

2. Shellen Basal
S/o LT S Basal of
Pajalapani
S/G Mandir Road
Siliguri

Aadya Construction
Sujit Kumar Agawel
Partner

Partner: For AADYA CONSTRUCTION
The Developer

**Drafted typed and explained
by me in my office:**

Nikhil Shah



Advocate, Siliguri.

Enrolment No.

F/1061/1367/2017

OWNER

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Sanjay Aggarwal</i>					
					

Sanjay Aggarwal

SIGNATURE

DEVELOPER

PHOTO	THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 Aadya Construction <i>Sujit Kumar Aggarwal</i> Partner					
					

Aadya Construction
Sujit Kumar Aggarwal
Partner

SIGNATURE

Major Information of the Deed

Deed No :	I-0711-05607/2022	Date of Registration	07/06/2022
Query No / Year	0711-2001643709/2022	Office where deed is registered	
Query Date	01/06/2022 6:51:49 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
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], [4308] Other than Immovable Property, Agreement [No of Agreement : 1], [4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
Rs. 2/-	Rs. 1,18,12,497/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,021/- (Article:48(g))	Rs. 5,021/- (Article:E, E, E.)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Iskon Mandir Road (Word no.40), Road Zone : (Ward No. 40 -- Ward No. 40) , Mouza: Dabgram Sheet No - 9, JI No: 2, Pin Code : 734006

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-253	RS-483/9	Bastu	Bastu	2 Katha	1/-	37,79,999/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
L2	RS-235	RS-490/1	Bastu	Bastu	4 Katha 4 Chatak	1/-	80,32,498/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
		TOTAL :			10.3125Dec	2 /-	118,12,497 /-	
		Grand Total :			10.3125Dec	2 /-	118,12,497 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri SANTOSH AGARWAL (Presentant) Son of Late RAMPHAL AGARWAL Executed by: Self, Date of Execution: 07/06/2022 , Admitted by: Self, Date of Admission: 07/06/2022 ,Place : Office	 07/06/2022	 LTI 07/06/2022	 07/06/2022
BHAGWATI APARTMENT-II, THIRD FLOOR, PRANAMI SCHOOL ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: AFxxxxxx0M, Aadhaar No: 36xxxxxxxx8296, Status :Individual, Executed by: Self, Date of Execution: 07/06/2022 , Admitted by: Self, Date of Admission: 07/06/2022 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	AADYA CONSTRUCTION ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 , PAN No.: AAxxxxxx3K,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
	Name	Photo	Finger Print	Signature
1	Shri SUJIT KUMAR AGARWAL Son of Late RAJ KUMAR AGARWAL Date of Execution - 07/06/2022, , Admitted by: Self, Date of Admission: 07/06/2022, Place of Admission of Execution: Office	 Jun 7 2022 2:17PM	 LTI 07/06/2022	 07/06/2022
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 : AADYA CONSTRUCTION (as PARTNER)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri RAJESH KUMAR DEY Son of Late GANESH CHANDRA DEY SRABAN NAGAR, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	07/06/2022	07/06/2022	07/06/2022
Identifier Of Shri SANTOSH AGARWAL, Shri SUJIT KUMAR AGARWAL			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri SANTOSH AGARWAL	AADYA CONSTRUCTION-3.3 Dec

Transfer of property for L2

Sl.No	From	To. with area (Name-Area)
1	Shri SANTOSH AGARWAL	AADYA CONSTRUCTION-7.0125 Dec

Land Details as per Land Record

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Iskon Mandir Road (Word no.40), Road Zone : (Ward No. 40 -- Ward No. 40) , Mouza: Dabgram Sheet No - 9, JI No: 2, Pin Code : 734006

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 253, RS Khatian No:- 483/9		
L2	RS Plot No:- 235, RS Khatian No:- 490/1		

Endorsement For Deed Number : I - 071105607 / 2022

On 07-06-2022

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

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

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

Presented for registration at 13:10 hrs on 07-06-2022, at the Office of the A.D.S.R. BHAKTINAGAR by Shri SANTOSH AGARWAL ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 1,18,12,497/-

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

Execution is admitted on 07/06/2022 by Shri SANTOSH AGARWAL, Son of Late RAMPHAL AGARWAL, BHAGWATI APARTMENT-II, THIRD FLOOR, PRANAMI SCHOOL ROAD, P.O: SILIGURI, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

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

Execution is admitted on 07-06-2022 by Shri SUJIT KUMAR AGARWAL, PARTNER, AADYA CONSTRUCTION (Partnership Firm), ASHRAMPARA, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri RAJESH KUMAR DEY, , , Son of Late GANESH CHANDRA DEY, SRABAN NAGAR, SILIGURI, P.O: SILIGURI, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Others

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 5,021/- (B = Rs 5,000/- ,E = Rs 21/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 5,021/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/06/2022 8:32PM with Govt. Ref. No: 192022230043950921 on 06-06-2022, Amount Rs: 5,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 81163171 on 06-06-2022, 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/-, by online = Rs 15,021/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10/-
2. Stamp: Type: Impressed, Serial no 101, Amount: Rs.5,000/-, Date of Purchase: 02/06/2022, Vendor name: B R Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 06/06/2022 8:32PM with Govt. Ref. No: 192022230043950921 on 06-06-2022, Amount Rs: 15,021/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 81163171 on 06-06-2022, Head of Account 0030-02-103-003-02


Tulsi Lama
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 0711-2022, Page from 144299 to 144326

being No 071105607 for the year 2022.



Digitally signed by TULSI LAMA
Date: 2022.06.15 14:16:50 +05:30
Reason: Digital Signing of Deed.

Tulsi Lama

(Tulsi Lama) 2022/06/15 02:16:50 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)