

4638/2019

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पश्चिम बंगाल पश्चिम बंगाल WEST BENGAL

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Handwritten notes in blue ink: '17/5/19', '4638/2019', and 'No. 76608/19'.

I certify that the Development Agreement is correct in accordance with the provisions of the Act and the Rules and that the same is in conformity with the provisions of the Act and the Rules.

[Signature]
 Additional Director
 of Assurances, Kolkata

[Stamp]
 Additional Secretary of
 Assurances III Kolkata
 17 MAY 2019

DEVELOPMENT AGREEMENT

This Development Agreement is made on this 17th day of
 May, 2019 amongst

क्रमिक नं. 2359
 दिनांक 12/5/19
 कृषि संघ - 3073
 जिला - Bhatnagar
 विभाग - Bhatnagar
 पता - Panchsheel Park
 पिन - 735005
 महाराष्ट्र राज्य
 कृषि विभाग

दिनांक 15/5/2019
 230000



Additional Registrar of Assurances in Haryana
 17 MAY 2019

Sri Wajit Mondal
 310 Dabhi Kr. Mandal
 374 Campus Hobindapur
 Dist - Haryana
 Pin - 741314

1. **BINODE KUMAR SARAF**, son of Late Balkishan Saraf, having PAN being AKWPS4778D resident of 1 Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. - Jadavpur, Kolkata : 700033, West Bengal.
2. **BIKRAM KUMAR SARAF**, son of Sri Binode Kumar Saraf, having PAN being AVRPS6829B resident of 1 Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. - Jadavpur, Kolkata : 700033, West Bengal.
3. **SUSHILA SARAF**, wife of Sri Binode Kumar Saraf, having PAN being AJBPS5447D resident of 1 Jubilee Park, Block-3, Flat 3N, P.O.- Tollygunge, P.S. -Jadavpur, Kolkata : 700033, West Bengal.
4. **SANJAY SARAF**, son of Late Balkishan Saraf, having PAN being AJBPS5446C, resident of N.S.Road, Mohanbati, PO. & PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.
5. **SHANTA SARAF**, wife of Sri Sanjay Saraf, having PAN being CQHPS4275G resident of N.S.Road, Mohanbati, PO. & PS. Raiganj, Dist: Uttar Dinajpur, Pin: 733134, West Bengal.

hereinafter called and referred to as "**Owners**", (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their respective successors, successors in interest and permitted assigns and in case of Individual, their respective heirs, executors, administrators, and permitted assigns) of the **FIRST PART**.

3

AND

BALAJI DEVELOPERS, having PAN being AAUFB7241C, a partnership firm, having its principal place of business at 267, Burdwan Road, Opposite Pushpa Villa, P.O. & P.S. & Siliguri, Dist: Darjeeling, West Bengal, Pin: 734005, as per terms of the partnership deed dated 21.02.2019 represented by its partners (1) **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Sri Nandalal Choudhary, by faith - Hindu, by occupation - Business, residing at 267, Burdwan Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005, (2) **VRIDHI BARTER PRIVATE LIMITED** (PAN: AACCV6450G), a Company registered under the companies Act, 2013 having its registered office at 40/483/3, Babupara South, K.N. Choudhury Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005, represented by of its Director namely **SRI BIJAY CHOUDHARY** (PAN: ACDPC0991P), son of Sri Nandalal Choudhary, by faith - Hindu, by occupation - Business, residing at 267, Burdwan Road, P.O. & P.S. - Siliguri, District - Darjeeling, Pin - 734005 hereinafter referred to as the "**Developer**" (which expression shall, unless repugnant to the context or meaning thereof, be

deemed to mean and include its successors and permitted assigns) of
the **Second Part**;

The "**Owners**", and the "**Developer**" are hereinafter collectively
referred to as the "**Parties**" and individually as a "**Party**".

Whereas:

1. By a Deed of Sale dated 24.08.1960 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. 1, Being No. 10504 for the year 1960, one Smt. Parbati Debi Agarwala, wife of Late Mahadeb Agarwala; therein described as the vendor of the one part and (1) Bajrang Lal Agarwala, 2) Sri Jhabar Mal Agarwala (3) Sri Balkrishan Agarwala, son of Late Nagarnal Saraf, all are residing at Mohanabati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about 24 decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar

Dinajpur, more fully and particularly described in the schedule written therein.

2. By a Deed of Sale dated 15.07.1967 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 98, Pages from 146 to 149, Being No. 11134 for the year 1967, one Sri Jeth Mal Baid, son of Late Harmal Baid therein described as the vendor of the one part and (1) Smt. Mohini Debi, wife of Sri Jhabarmal Saraf, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, son of Sri Bajrang Lal Saraf, (4) Sri Jugal Kishore Saraf, son of Bajrang Lal Saraf all are residing at Moharbari, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **11.5** decimal more or less in Dag No. 342 and **4** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
3. By a Deed of Sale dated 15.07.1967 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I,

Volume No. 98, Pages from 150 to 153, Being No. 11135 for the year 1967, one Sri Shanti Lal Baid, son of Sri Jeth Mal Baid therein described as the vendor of the one part and (1) Smt. Mohini Debi, wife of Sri Jhabarmal Saraf, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, son of Sri Bajrang Lal Saraf, (4) Sri Jugal Kishore Saraf, son of Bajrang Lal Saraf all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchasers of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchasers therein all that piece and parcel of land measuring about **11.5** decimal more or less in Dag No. 342 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

4. By virtue of the aforesaid two deed of sale said 1) Smt. Mohini Debi, (2) Sri Balkishan Saraf, son of Late Nagarmal Saraf, (3) Sri Om Prakash Saraf, (4) Sri Jugal Kishore Saraf was became the owners of 27 Decimals more or less and each became the owner of 6.75 Decimals more or less and also seized and

possessed thereof free from all encumbrances and charges in any manner whatsoever.

5. By a Deed of Sale dated 22.03.1971 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 48, Pages from 136 to 138, Being No. **4756** for the year 1971, said Bairang Lal Agarwala, son of Late Mahadeb Agarwalal, therein described as the vendor of the one part and Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchaser therein all that piece and parcel of land measuring about **8** decimal more or less in Dag No. 339,340,341 under Khatian No. 167 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
6. By a Deed of Sale dated 22.03.1971 registered at the office of the S.R. - Raiganj, West Dinajpur, duly recorded in Book No. I, Volume No. 48, Pages from 143 to 145, Being No. **4758** for the year 1971, said Jhabarmal Agarwala, son of Late Mahadeb Agarwalal, therein described as the vendor of the one part and

Sri Balkishan Agarwala, son of Late Nagarmal Saraf, all are residing at Mohanbati, P.O. & P.S. - Raiganj in the District of Paschim Dinajpur therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed unto and in favour of the purchaser therein all that piece and parcel of land measuring about **8** decimal more or less in Dag No. 339,340,341 under Khaitan No. 157 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

7. Thus said Balkishan Agarwala (saraf) became the owner of said 6.75 Decimals more or less and 24 Decimals more or less total area of land measuring about **30.75** Decimals more or less and possessed thereof free from encumbrances and charges in any manner whatsoever.
8. By a deed of sale dated 22.03.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. I, Volume No. 52, Pages from 127 to 128, Being No. **4754** for the year 1971 said Om Prakash Saraf therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein,

granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and 1 decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

9. By a deed of sale dated 22.03.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. I, Volume No. 52, Pages from 129 to 131, Being No. **4755** for the year 1971 said Smt. Mohini Debi therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and 1 decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.
10. By a deed of sale dated 22.03.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. I, Volume No.

52, Being No. **4757** for the year 1971 said Sri Jugal Kishore Saraf therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **5.75** decimal more or less in Dag No. 342 and **1** decimal more or less in Dag No. 343 under Khatian No. 165 of Mouza - Barua, J.L. No. 152, Touzi No. 912, P.S. - Raiganj in the District of Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

11. By a deed of sale dated 22.06.1971 registered at the office of the S.R. - Raiganj and duly recorded in Book No. 1, Being No. **6255** for the year 1971 Smt. Sushila Joshi, wife of Sri Ram Chandra Joshi, therein described as the vendor of the one part and Smt. Gigi Debi Saraf, wife of Late Nagarmal Saraf therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of bastu land measuring about **2** Cottah **10** Chittacks more or less at Mouza - Barua, J.L. No. 152, Touzi No. 912, Dag No. 344 under Khatian No. 162/1, P.S. - Raiganj in the District of

Paschim Dinajpur at present Uttar Dinajpur, more fully and particularly described in the schedule written therein.

12. By virtue of the aforesaid two deed of sale said Gigi Debi became the absolute owner of all that piece and parcel of land measuring about **24.581** Decimals more or less and absolutely seized and possessed thereof free from all encumbrances and charges in any manner whatsoever.
13. By a deed of gift dated 02.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- I, Being No.- 5766, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1700** Sft. More or less together with structure standing thereupon lying and situated at Mouza-Barua, J.L. No.- 152, Taluza No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 638 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1062 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur,

morefully and particularly described in the schedule written therein.

14. By a deed of gift dated 07.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 6767, for the year 2001, one Smt. Gigi Debi, wife of Late Nagarmal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Kumar Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **2006** Sft. More or less together with structure standing thereupon lying and situated at Mouza- Bartia, J.L. No.- 152, Touzi No.- 426/912, Khatian No.- 162/1, dag No.- 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No.- 165, dag No.- 342 an area of land measuring about 1598 Sft more or less at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

15. By a deed of gift dated 08.03.2001, registered at the office of the Registrar of Raiganj and duly recorded in Book no.- 1, Being No.- 6768, for the year 2001, one Smt. Gigi Debi, wife of

Late Nagarnal Saraf, of Mohanbati, P.S. Raiganj, District - Uttar Dinajpur, therein described as the donor of the one part and Sri Ashok Saraf, son of Balkishan Saraf, of Mohanbati, P.S. Raiganj, District - West Dinajpur, therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, conveyed All that piece and parcel of land measuring about **1350** Sft. More or less together with structure standing thereupon lying and situated at Mouza Barua, J.L. No. - 152, Touzi No. - 426/912, Khatian No. - 162/1, dag No. - 344 an area of bastu land measuring about 408 Sft more or less, and in Khatian No. - 165, dag No. - 342, 343 & 344 at P.S. Raiganj, in the District of West Dinajpur at present Uttar Dinajpur, morefully and particularly described in the schedule written therein.

16. By virtue of the aforesaid three separate deed of gift said Gigi Debi gifted, transferred and conveyed all that piece and parcel of land measuring about 5056 sq.ft. more or less is equivalent to 11.586 decimal more or less thus said Gigi Debi became the owner of remaining area of land measuring about 12.995 decimal more or less and also possessed thereof free from all encumbrances and charges in any manner whatsoever.

17. Thereafter said Gigi Devi died intestate and her husband Nagarmal Saraf died intestate leaving behind their only one son Balkishan Saraf (Agarwala) as their legal heirs and successors to the property and estate left by the said Gigi Devi and Nagarmal Saraf.
18. As per provision of the Law of Hindu Succession Act, 1956 and also by virtue of purchase said Balkishan Saraf became the owners of all that land measuring about 30.75 decimal more or less and 12.995 decimal more or less i.e. total area of land measuring about **43.745** decimal more or less and duly mutated his name separately in the records of concerned B.L. & L.R.O. as L.R. Khatian No. 938 under R.S. Dag No. 339,340,341, 342 & 343, at present L.R. Dag No. 2894 and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.
19. By a Deed of Gift dated 06.09.2005 registered at the office of the A.D.S.R. - Sadar, Raigarh and duly recorded in Book No. 1, Being No. 3631 for the year 2005, said Balkishan Saraf (Agarwala) therein described as the donor of the one part and Smt. Khusbu Saraf, wife of Sri Umesh Saraf therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, transferred and conveyed all that piece and parcel of land measuring about **6.87489** decimal

more or less is equivalent to 4.166 Cottahis more or less together with purca building standing thereupon lying and situated at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

20. By a deed of sale dated 11.12.2009 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. 1 CD Volume No. 24, Pages from 778 to 793, Being No. 08901 for the year 2009 Smt. Khushu Saraf, wife of Sri Umesh Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the vendor of the one part and Smt. Chandana Bhowmick, wife of Sri Agnishwar Bhowmick of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, Pin - 733134 therein described as the purchaser of the other part the said vendor for the valuable consideration mentioned therein, granted, sold, transferred and conveyed all that piece and parcel of land measuring about 0.9458 decimal more or less is equivalent to **412.75** sq.ft. more or less together with one storied brick built structure standing thereupon having covered area of 169 sq.ft. more or less lying and situated at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894,

P.S. - Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

21. Thus said Khusbu Saraf became the owner of remaining area of land measuring about **5.92909** Decimals more or less and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever.

22. By a General Power of Attorney dated 10.08.2018 registered at the office of the A.D.S.R. - Siliguri and duly recorded in Book No. IV, Volume No. 402 - 2018, Pages from 12493 to 12512, Being No. 040200522 for the year 2018, Smt. Khushbu Saraf alias Khushbu Saraf Agarwala granted power of attorney unto and in favour of Sri Binode Kumar Saraf son of Late Bal Kishan Agarwala (saraf) in respect of the all that piece and parcel of land measuring about **5.92909** decimal more or less is equivalent to **3** Cottahs **9** Chittacks **23** sq.ft. more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, R.S. Khatian No. 165 & 370, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

23. By a deed of sale dated 07.05.2019 Registered at the office of the A.D.S.R. Raiganj and duly recorded in Book no. - I, Volume No. 1804-2019, pages 66208 to 66230, Being No. - 180403743,

for the year 2019, said Smt. Khushbu Saraf alias Khushbu Saraf Agarwala through her attorney Sri Binode Kumar Saraf son of Late Balkishan Agarwala (saraf) for the valuable consideration mentioned therein granted, sold, transferred and conveyed unto and in favour of the purchaser therein Sri Bikram Kumar Saraf all that piece and parcel of land measuring about **5.92909** decimal more or less is equivalent to **3** Cottahis **9** Chittacks **19** sq.ft. more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, R.S. Khatian No. 165 & 370, L.R. Khatian No. 2477, R.S. Dag No. 342, L.R. Dag No. 2894, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

24. By a Deed of Gift dated 05.09.2005 registered at the office of the A.D.S.R. - Sadar, Raiganj and duly recorded in Book No. 1, Being No. 213 for the year 2006 said Balkishan Saraf (Agarwala) therein described as the donor of the one part and **Smt Shanta Saraf**, wife of Sri Sanjay Saraf therein described as the donee of the other part, said donor out of natural love and affection thereby gifted, transferred and conveyed all that piece and parcel of land measuring about **5.600** decimal more or less is equivalent to 3.394 Cottahis more or less together with pucca building standing thereupon lying and situated at

Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein.

25. By a Deed of Gift dated 03.05.2012 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. I, CD Volume No. 12, Pages from 1546 to 1556, Being No. 04258 for the year 2012 said Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donor of the one part and **Sri Sanjay Saraf**, son of Balkishan Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of his son all that piece and parcel of Basta land measuring about 1574.50 sq.ft. more or less is equivalent to **3.6082** Decimals more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule written therein details of dag no, khatian no, and area of land are following hereunder -

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area of land
341	2894	162	938	200 sq.ft.
342	2894	162	938	1000 sq.ft.
343	2894	162	938	374.50 sq.ft.
(Total area of land 1574.50 sq.ft. is equivalent to 3.6082 Decimals more or less)				

26. By a Deed of Gift dated 09.05.2012 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. 1, Volume No. 12, Pages from 1617 to 1632, Being No. 64267 for the year 2012 said Sri Balkishan Saraf (Agarwala), son of Late Nagarna Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donor of the one part and **Smt Shanta Saraf**, wife of Sri Sanjay Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of her daughter-in-law all that piece and parcel of Bastu land measuring about 520 sq.ft. more or less is equivalent to **1.1916** decimals lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur, more fully and particularly described in the schedule

written therein details of dag no. khatian no. area of land area following hereunder :-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area of land
340	2894	167	938	120 sq.ft.
341	2894	165	938	400 sq.ft.
(Total area of land 520 sq.ft. is equivalent to 11 Chittacks 25 sq.ft. more or less)				

27. By a Deed of Gift dated 03.05.2012 registered at the office of the A.D.S.R. - Raiganj and duly recorded in Book No. 1, CD Volume No. 12, Pages from 1644 to 1654, Being No. 04269 for the year 2012 said Sri Balkishan Agarwala (Saraf), son of Late Nagarmal Agarwal (Saraf) of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donor of the one part and Sri **Sanjay Saraf**, son of Balkishan Saraf of N.S. Road, Mohanbati, P.O. & P.S. - Raiganj, District - Uttar Dinajpur therein described as the donee of the other part the said donor out of natural love and affection thereby gifted, transferred unto and in favour of his son all that piece and parcel of Bastu land measuring about **1781.50** sq.ft. more or less is equivalent to 2 Cottah 7 Chittacks 26.50 sq.ft. more or less 4.0826 decimals more or less lying and situated at Mouza - Barua, Touzi No. 426/912, J.L. No. 152, P.S. - Raiganj, A.D.S.R. - Raiganj, in the District of Uttar Dinajpur,

more fully and particularly described in the schedule written therein details of dag and khatian no. and area of land area following hereunder :-

R.S. Dag No.	L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area of land
341	2894	167	938	300 sq.ft.
342	2894	165	938	1200 sq.ft.
343	2894	165	938	281.50 sq.ft.
(Total area of land 1781.5 sq.ft. is equivalent to 2 Cottahs 7 Chittacks 26.5 sq.ft. more or less)				

28. by an agreement dated 25.11.2009, registered at the office of the D.S.R. Uttar Dinajpur and duly recorded in Book No.- IV, Volume No.- 1, Pages 221 to 233, Being No.- 00024, for the year 2009, Sri Balloshan Saraf, son of Late Nagarnal Saraf, of Mohanbati, N.S. Road, Raiganj, Uttar Dinajpur, therein described as the first party, Sri Ashok Saraf, son of Sri Balloshan Saraf, of Mohanbati, N.S. Road, Raiganj, Uttar Dinajpur therein described as the second party and Smt. Khushbu Saraf, wife of Sri Umesh Saraf of Mohanbati, N.S. Road, Raiganj, Uttar dinajpur, therein described as the Third party, said parties were jointly for their more effectual uses of their own land for the purpose of ingress and egress from their own land to the main road **first Party** allowed to use jointly along with second party and third party with his land area of 768 Sft. more or less is equivalent to **1 Cottah 1 Chittacks**

more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 938, P.S.- Raiganj, District Uttar Dinajpur, **Second Party** allowed to use jointly along with First party and third party with his land area of 318.50 Sft. more or less is equivalent to 7 Chittacks 3.50 Sft more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 938, P.S.- Raiganj, District Uttar Dinajpur, **Third Party** allowed to use jointly along with First party and Second party with his land area of 104.50 Sft. more or less is equivalent to 1 Chittacks 14.50 Sft more or less at Mouza-Barua, J.L. No.- 152, L.R. Dag No.- 2894, L.R. Khatian no.- 2477, P.S.- Raiganj, District Uttar Dinajpur, morefully and particularly described in the schedule written therein.

29. By a deed of gift dated 31.12.2010 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- 1, Volume No.- 25, Pages 675 to 689, Being No.- 08949 for the year 2010, Said Balkishan Agarwala (Saraf) therein described as the Donor of the one part and Sri Binode Kumar Saraf, son of Sri Bal Kishan Agarwala (Saraf) therein described as the Donee of the other part, said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring

about 2510 Sft more or less is equivalent to **5.752** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality, N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

30. By a deed of gift dated 31.12.2010 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- I, Volume No.- 25, Pages 701 to 715, Being No.- 08951 for the year 2010, Said Balkishan Agarwala (Saraf) therein described as the Donor of the one part and Smt Sushila Saraf, wife of Sri Binode Kumar Saraf therein described as the Donee of the other part, said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 2015 Sft more or less is equivalent to **4.6177** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 426/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No. 2894, P.S.- Raiganj, within Raiganj Municipality, N.S. Road, Mohanbati, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

31. By a deed of gift dated 04.07.2013 registered at the office of the District Sub Registrar Uttar Dinajpur and duly recorded in Book No.- I, Volume No.- 13, Pages 5238 to 5247, Being No.- 65017 for the year 2013, Said Smt Sushila Saraf therein described as the Donor of the one part and Sri Binode Kumar Saraf therein described as the Donee of the other part, said Donor out of natural love and affection thereby gifted, transferred and conveyed All that piece and parcel of Bastu land measuring about 997 Sft more or less is equivalent to **2,28479** Decimals more or less lying and situated at Mouza - Barua, J.L. No. 152, Touzi No.- 425/912, L.R. Khatian No. 938, R.S. Dag No.- 340, L.R. Dag No, 2894, P.S.- Raiganj, within Raiganj Municipality, N.S. Road, Moharbari, in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.
32. Thereafter said Balkishan Saraf (Agarwala) died intestate on 07.11.2012 living behind his wife Smt. Rajkumari Saraf and two daughters namely Sarla Maskara, Bela Agarwal, four sons namely Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf, Umesh Saraf as his legal heirs and successors to the property and estate left by the said Balkishan Saraf (Agarwala).
33. As per provision of the Law of Hindu Succession Act, 1956 Smt. Rajkumari Saraf, Sarla Maskara, Bela Agarwal, Binode

Kumar Saraf, Ashok Saraf, Sanjay Saraf and Umesh Saraf were jointly became the owners of said area of land measuring about 1.753 decimal more or less is equivalent to 765 sq.ft. more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, P.S.- Raiganj in the District of Uttar Dinajpur and also seized, possessed thereof free from all encumbrances and charges in any manner whatsoever and each having undivided $1/7^{\text{th}}$ share thereof.

34. By a deed of Gift dated 12.04.2019 registered at the office of the A.D.S.R. Raiganj And duly recorded in Book No.- I, Volume No.- 1804-2019, Pages 65296 to 65342, Being No.- 180403722 for the year 2019, said Sarla Maskara, Bela Agarwal, Binode Kumar Saraf, Ashok Saraf, Sanjay Saraf and Umesh Saraf jointly out of natural love and affection thereby transferred, gifted unto and in favour of their mother Smt. Rajkumari Saraf all that piece and parcel of undivided $6/7^{\text{th}}$ share of Bastu land measuring about 1.753 decimal more or less is equivalent to 765 sq.ft. more or less i.e 655.714 Decimals more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, within Raiganj Municipality, N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

35. That after execution and registration of such deed of gift said Smt. Rajkumari Saraf became the sole and absolute owner of said land measuring about 765 Sft more or less and seized possessed thereof free from all encumbrances and charges in any manner whatsoever.
36. Thereafter by a deed of sale dated 03.05.2019 registered at the office of the D.S.R. Raiganj and duly recorded in Book no.- 1, Volume No 1801-2019, Pages 94774 to 94818, Being No 180105390, for the year 2019, said Smt. Rajkumari Saraf and Sri Sanjay Saraf therein described as the Vendors of the one part and Smt. Chandana Bhowmick wife of Agnishwar Bhowmick, therein described as the purchaser of the other part, said vendor for the valuable consideration mentioned therein granted, transferred and Sold all that piece and parcel of Bastu land measuring about 328 Sft. More or less from Rajkumari Saraf and 135 Sft from Sanjay Saraf total area of land measuring about 463 Sft more or less at Mouza - Barua, J.I. No. 152, L.R. Khatian No. 1846, 3186, 3188, L.R. Dag No. 2894, within Raiganj Municipality, N.S. Road, Mohanbati, Ward No. 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

37. Thereafter By a deed of Gift dated 08.05.2019 registered at the office of the D.S.R., Raiganj and duly recorded in Book No.- I, Being No.- 180105414 for the year 2019, said Smt Rajkumari Saraf out of natural love and affection thereby transferred, gifted unto and in favour of grand-son **Sri Bikram Kumar Saraf** all that piece and parcel of Bastu land measuring about 437 sq.ft. more or less at Mouza - Barua, J.L. No. 152, L.R. Khatian No. 938, L.R. Dag No. 2894, within Raiganj Municipality, N.S. Road, Mohanbati, Ward No.- 22, P.S.- Raiganj in the District of Uttar Dinajpur morefully and particularly described in the schedule written therein.

38. Thus said **Binode Kumar Saraf** became the owner of land measuring about **8.03679** Decimals more or less and Said **Smt Sushila Saraf** became the owner of land measuring about **2.33291** Decimals more or less, **Bikram Kumar Saraf** became the owner of land measuring about **6.93009** Decimals more or less, **Shanta Saraf** became the owner of **6.7916** decimals more or less, **Sanjay Saraf** became the owner of **7.3815** Decimals more or less, total area of land measuring about **31.47289** decimals more or less is equivalent to **19** Cottahs **1** Chittacks **8** Sft more or less and also possessed thereof free from all encumbrances and charges thereof in any manner whatsoever.

39. Thus said Sri Binode Kumar Saraf, Smt Sushila Saraf, Smt Shanta Saraf, Sri Sanjay Saraf, Sri Bikram Kumar Saraf mutated their names in the records of concerned B.L. & L.R. office and the same was mutated as L.R. Khatian No.- 3186 in the name of Binode Kumar Saraf, L.R. Khatian No.- 3187 in the name of Sushila Saraf , L.R. Khatian No.- 3189 in the name of Shanta Saraf , L.R. Khatian No.- 3188 in the name of Sanjay Saraf, morefully and particularly described in the **First Schedule** hereunder written(hereinafter "**Property**"), and duly demarcated and delineated with red border in the map annexed herewith as Annexure - A;
40. The respective land parcels of each Owners comprising in the Property is morefully and particularly described in the **Second Schedule** written hereunder, and the Owners being desirous of commercially exploiting their respective land parcels comprised in the Property, has agreed that for the mutual benefit and advantage, the Property described in the **First Schedule** hereunder written, be collectively developed as a composite development, such that greater profits and revenues would accrue to each of the Owners
41. In pursuance of the aforesaid, Owners approached the Developer and based on mutual understanding agreed that the entire land parcels comprised in the Property be developed and

dealt with by the Developer, in lieu of consideration and on the terms and conditions as recorded herein.

Now Therefore, in consideration of the mutual covenants, terms and conditions and understandings as set forth in this Agreement and other good and valuable consideration (the sufficiency whereof is hereby mutually acknowledged), the Parties with the intent to be legally bound, hereby agree as follows:-

Article 1

Definitions and interpretation

1.1 Definitions

In addition to any other terms which are defined in this Agreement, and unless the context otherwise requires, each of the following terms, when used in this Agreement shall have the respective meaning assigned to them in this Article:

"Agreement" shall mean this Agreement together with all Schedules and/or Annexure attached hereto and/or incorporated herein by reference or otherwise, as may be amended in writing by and/or on behalf of the Parties from time to time.

"Applicable Laws" shall mean and include Indian laws, enactments, statutes, acts of legislature or parliament, ordinances, rules,

regulations, orders, judgments, notifications, decrees, bye-law, governmental approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of, or determination by, or any interpretation, policy or administration, having the force of law and shall include any of the foregoing, injunction, permit or decision of any central, state or local, municipal government, authority, agency, court having jurisdiction over the matter in question, whether in effect as of the date of this Agreement or thereafter and further include any amendments, revisions, updation thereof.

"Architect" shall mean the qualified person or persons appointed by the Developer for designing and planning of the Project;

"Association" shall mean such association, society or holding organization as may be formed by the Developer, Transferee(s), occupiers, or Purchaser(s) for the common purpose and maintenance and management of the Project;

"Building(s)" or "Multistoried Building(s)" shall mean multistoried building consisting of as many Residential Flat(s), shops, commercial spaces, basement, Car Parking and other Saleable Space as may be /

to be constructed by the Developer on or upon the Property or any part or portion thereof;

"Common Areas And Facilities" shall mean the access roads, common areas and portions of the Project as also the common facilities and infrastructure, which may be made available by the Developer for the users/occupiers to access and/or facilitate the use and enjoyment of the Unit(s), each as determined by the Developer at its sole and absolute discretion.

"Deposit and Charges" shall mean the deposits (statutory or otherwise) including maintenance deposits, sinking fund, statutory charges, other extra charges for any electrical, energy, and/or water infrastructure facilities or utilities and applicable taxes and/or levies including GST (Goods and Service Tax), and any other applicable taxes as may be applicable and / or levied on the Transfer of any Saleable Space in the Project, which are collected by the Developer from the Transferee(s) or Purchaser(s) while selling and / or agreeing to sale the Saleable Space in the Project or otherwise.

"Developer's Allocation" shall have the meaning ascribed to such term in Clause 9.1 of this Agreement;

"Developer's Portion" shall have the meaning ascribed to such term in Clause 14.9.1 of this Agreement;

"Development Rights" in the context of the Property shall mean and include all rights, interests and privileges therein and the constructions thereon, which rights, interest and privileges shall include without limitation, inter alia, the right to:-

- (a) enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the land parcels comprising the Property and/or the Property;
- (b) commercially cum residential exploit the Property by way of execution and implementation of the Project thereon, and to deal with the Project in terms of this Agreement;
- (c) determine at its sole discretion the scheme of development the Property, the nature and design of the Project as also the mode and manner of execution and implementation thereof;
- (d) prepare and make necessary applications to the relevant Government Authorities and/or other bodies/authorities and/or revise, modify or amend applications, with the assistance of the Owners, as may be determined by the Developer from time to time at its sole discretion, for the smooth execution and implementation of the Project;

- (c) prepare and/or cause to be prepared Plan of the proposed buildings and / or Project to be constructed on the Property or any part thereof and make such modifications, revisions, additions, alterations thereto as the Developer may deem fit and proper, and make necessary applications for the approval, sanction, modifications, revisions, additions, alterations of such plans and sign, execute and deliver all writings, undertakings deed of amalgamation, boundary declaration, and agreements as may be necessary in connection with the aforesaid;
- (f) appoint Architects, surveyors, engineers, contractors, consultants, agencies, service providers and other Person or Persons in connection with the execution and implementation of the Project;
- (g) make applications to all the concerned Governmental Authorities and/or other bodies/authorities for obtaining connections of water, electricity and all other utilities and facilities;
- (h) demolish any existing structures, if any, on the Property in consultation with the Owners, and deal with the debris;
- (i) construct internal roads, drainage facilities, water supply facilities, sewage disposal facilities, electricity supply lines etc. and Common Areas and Facilities;

- (j) determine the mode, manner, calculation, loading and charging of the super built area of the several spaces to be constructed on the Property or any part thereof and to change the same from time to time, at the discretion of the Developer;
- (k) carry out the marketing of the Project and sales of the Saleable Space and / or any part or portion thereof and to sell and/or transfer and/or create any manner of interest over/in respect of the various areas comprising the Project including any and all Saleable Space, at such prices, on such terms and conditions and in favour of such Persons as the Developer may determine;
- (l) sell, convey and otherwise transfer, dispose of, alienate, deal with, assign, lease, grant licenses etc. and/or create third party rights over/in/in respect of any Saleable Space and/or construction made on the Property and / or undivided interest on the Property or any part or portion thereof, in such manner as the Developer may deem fit and proper and to execute all agreements, deeds, documents in respect thereof, receive and appropriate the proceeds and/or any other consideration and/or all the revenues including Gross Receipts generated therefrom/in respect thereof;
- (m) mortgage, create any charge, lien, let out, lease in respect of constructed area of the buildings and other constructions/improvements constructed/made on the Property to obtain

financial assistance from any banks or financial institutions or any Third Party for the purpose of execution and implementation of the Project;

- (n) own all the buildings, constructed areas/premises and developments, improvements on the Property;
- (o) secure the occupation certificate, completion certificate, approvals, certificates, consents relating to fire, sewage, environmental clearance and all other certificates/approvals/licenses/ consents required for the execution implementation and completion of the Project or any part thereof;
- (p) manage the Property and bear and pay all construction costs, material costs, labour costs and all ancillary costs for construction including Cost of Construction, save and except as provided herein;
- (q) pay and bear all Outgoings in respect of each of the land parcels comprising the Property commencing on and from the Effective Date;
- (r) to develop the Project under the brand name of the Developer and / or its constituents and/or its associates/affiliates, as the Developer may determine at its discretion and to display and advertise the name, brand name etc. of the Developer and/or its associates/affiliates at the Property;

- (s) establish such new entity or entities as the Developer may determine to assume the obligations, liabilities and costs connected with the management and maintenance of the Property and/or entrust/assign /delegate all or any rights, obligations, liabilities and costs as stipulated herein to such entities as may be determined by the Developer;
- (t) do any other acts as may be required to ensure the timely execution and smooth completion and operation of the Project and those incidental and/or related to any of the rights stated herein;

"Effective Date" shall mean the date of execution of this Agreement.

"Encumbrances" shall mean any mortgage, pledge, equitable interest, hypothecation, encumbrance, title defect, title retention agreement, lien, charge, dispendens, liabilities, claims, demands, prohibitions, wakfs, debuttors, trusts, bargadars, bhagchasis, occupants, tenancies, thika tenancies, leases, trespassers, encroachments, acquisitions, requisitions, attachments, alignments, Third Party claims etc. whatsoever or howsoever, commitment, restriction or limitation of any nature, transfer or exercise of any other attribute of ownership, right of set-off, any arrangement (for the purpose of, or which has the effect of, granting security), or any

other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any of the same.

"Escrow Account" shall have the meaning ascribed to such term in Clause 14.1 of this Agreement.

"Escrow Bank" shall have the meaning ascribed to such term in Clause 14.1 of this Agreement.

"Final Statement" shall have the meaning ascribed to such term in Clause 14.7 of this Agreement.

"Gross Receipts" shall mean all amounts received on account of the sale or Transfer of any part or portion of the Saleable Space of the Project including Property or any part of portion thereof, save and except the Deposit and Charges.

"Governmental Authority" shall mean: (a) any national, state, city, municipal or local government, governmental authority; (b) any agency or instrumentality of any of the authorities referred to in (a) above; (c) any non-governmental regulatory or administrative authority, body or other organization, to the extent that the rules, regulations, standards, requirements, procedures or orders of such

authority, body or other organization have the force of law; or (d) any competent court or tribunal.

'Handover Date' shall have the meaning ascribed to such term in **Clause 14.9.7** of this Agreement.

'Interest' shall mean the interest to be calculated on any amount at the rate of 18% per annum compounded quarterly.

'Marketing Expenses' shall have the meaning ascribed to such term in Clause 8.3;

'Outgoings' shall mean all rates, taxes, municipal taxes, property taxes, assessments, land revenue, khazanas and all other outgoings by whatsoever name called payable in respect of each of the land parcels comprising the Property and / or in respect of the Unit(s), each together with interest and penalty thereon, if any.

'Plan' or **'Sanctioned Plan'** shall mean the building plan of the Project prepared or caused to be prepared by the Developer from the Architect and sanctioned by the concerned authority / Municipality for the construction of the Project and include any modifications,

alterations, amendments, additions or deletions as may be done by the Developer from time to time at its sole and absolute discretion.

"Owners' Allocation" shall have the meaning ascribed to such term in **Clause 8.1** of this Agreement.

"Owners' Portion" shall have the meaning ascribed to such term in **Clause 14.9.1** of this Agreement.

"Person(s)" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, company, partnership, limited liability partnership, joint venture, Governmental Authority or trust or any other entity or organization;

"Possession Notice" shall have the meaning ascribed to such term in **Clause 14.9.6** of this Agreement.

"Project" shall mean the development proposed to be carried out by the Developer on land parcels comprising the Property as may be ascertained by the Developer, comprising of such number of Building(s) and each building comprising of one or more of several components including but not restricted to retail, commercial, residential and/or such other components as may be determined by

the Developer at its sole and absolute discretion, the proportion and/or area of each such component, manner of construction to be determined by the Developer.

"Project Completion Date" shall have the meaning ascribed to such term in Clause 14.7 of this Agreement;

"Property" shall have the meaning ascribed to such term in **Recital A** of this Agreement;

"Saleable Space" shall mean any residential flat(s), apartments, commercial spaces, shops, offices, retail and / or Units) or any other space available for independent use and occupation at the Project and include car parking space (both covered or uncovered);

"Security Deposit" shall have the meaning ascribed to such term in Clause 5.

"Third Party" shall mean any Person that/who is not a signatory to this Agreement.

"Title Deeds" shall mean and refer to all the documents represented by the concerned Owners as evidencing ownership, right, title and interest over and in respect of land parcels comprising the Property;

with the documents whereunder the Owners have acquired freehold title to their respective land parcels comprised in Property and includes the list of documents mentioned and listed in the Fourth Schedule Written hereunder.

"Transfer" (including with correlative meaning, the terms "transferred by" and "transferability") shall mean to transfer, sell, assign, pledge, mortgage, hypothecate, create a security interest in or Encumbrance on, place in trust, exchange, gift or transfer by operation of law or in any other way.

"Transferee(s)" or **"Purchaser(s)"** shall mean any Person to whom any Saleable Space in the Project is to be transferred or has been transferred (including the Owners with regard to Self Use Owners' Allocation);

"Unit(s)" shall mean residential flat(s), apartments, commercial spaces, shops, offices, retail and / or any other Saleable Space capable of independent use and occupation at the Project and include car parking space (both covered or uncovered);

"Unsold Stock" shall have the meaning ascribed to such term in Clause 14.7 of this Agreement.

1.2 Interpretation

In the interpretation of this Agreement, the following rules of interpretation shall apply, unless the contrary intention appears:

1.2.1 references to any law shall include any statutes and/or rules and/or regulations made or guidelines issued thereunder, and any other rules, regulations, guidelines, policy statements, orders or judgments having the force of law, and in each case, as amended, modified, restated or supplemented from time to time;

1.2.2 words in the singular include the plural and vice versa, and words imperting any gender include all genders;

1.2.3 a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure is a reference to a Clause, a Sub-Clause, an Article, a Schedule or an Annexure, as the case may be of, or to, this Agreement;

1.2.4 headings are for convenience only and shall not affect the construction or interpretation of this Agreement;

1.2.5 the Recitals, Schedules and Annexures comprise a part of the operation provisions of this Agreement, and references to this Agreement shall include references to the Recitals, Articles,

Clauses, Sub-Clauses hereof and the Schedules and Annexures hereto;

1.2.6 the term "or" shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear, and the terms "including" and "include" shall be construed without limitation;

1.2.7 each of the representations and warranties provided in this Agreement are independent of the other representations and warranties in this Agreement, and unless the contrary is expressly stated, no Clause in this Agreement limits the extent or application of another Clause;

1.2.8 the words "directly or indirectly" mean directly or indirectly through one or more intermediary Persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings;

1.2.9 an obligation of a Party to this Agreement to do something shall include an obligation to ensure that the same shall be done, and an obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done;

- 1.2.10 the rule of construction, if any, that a contract should be interpreted against the Parties responsible for the drafting and preparation thereof shall not apply;
- 1.2.11 all approvals/consents to be granted by any of the Parties under this Agreement and/or any mutual agreements to be arrived at between the Parties shall be in writing;
- 1.2.12 for the purposes of this Agreement, the Party's "knowledge" of a fact, matter, circumstance or thing, shall include facts, matters or things which the Party knew of or ought reasonably to have known of, following due enquiry.

ARTICLE - 2

REPRESENTATIONS AND WARRANTIES

- 2.1 Without prejudice to any other provisions of this Agreement, at or before execution of this Agreement the Owners has further assured, undertaken, warranted, covenanted and represented to the Developer as follows:
- i) that the Owners are full and absolute joint owners of the land comprised in the Property as described in the First Schedule hereunder written;
 - ii) that the title of the Owners to land parcels comprising the Property is free, clear and marketable. The Owners for valuable consideration paid by them purchased and became the absolute owners of their respective share in

the land parcels comprised in the Property is morefully and particularly described in the Third Schedule written hereunder;

- iii) that Owners has the full right and absolute power and authority to deal with the entire land comprising the Property or any part and portion thereof;
- iv) that there is no embargo on the Owners from dealing with land parcels comprising the Property and/or transferring and/or alienating the same in any manner whatsoever or howsoever;
- v) that the Owners is in compliance in all respects with the terms and conditions contained in each of the Title Deeds. The applicable stamp duty on each of such documents has been duly paid, and each of these documents have been duly registered with the Registrar of competent jurisdiction pursuant to the applicable requirements under the Indian Registration Act, 1908; and
- vi) that entirety of each of the land parcels comprising the Property are free from all Encumbrances, whatsoever or howsoever; and
- vii) that save and except the Owners, no other Person and/or Third Party has any manner of right or title or

interest or claim or demand over or in respect of any of the land parcels comprising the Property and/or any part or portion thereof; and

- viii) that the Owners has not dealt with any part or portion of land parcels comprising the Property in any manner or created any Third Party right or title or interest therein or entered into any agreement, contract etc. in respect thereof; and
- ix) that no part or portion of any of the land parcels comprising the Property is the subject of any acquisition and/or alignment by any government body and/or authority, statutory or otherwise, and further the Owners has not nor their respective predecessors-in-interest/title have received any notice of acquisition and/or alignment in respect of any part or portion of the land parcels comprising the Property, and there are no claims from any authority nor are there any proceedings pending or initiated in relation thereto by any Person and/or under any Applicable Laws, and the Owners are neither aware of nor have knowledge of any circumstances or facts or matters which are likely to give rise to any such notices or claims or proceedings; and

- x) that neither the Title Deeds nor any other documents in respect of any of the land parcels comprised in the Property or any part thereof have been deposited in favour of any party or Person with the intention of creating an equitable mortgage or as security for performance of any act or payment of any money or otherwise and all the Title Deeds as listed out in Fifth Schedule written hereunder is in custody of the Owners; and
- xi) that there is no manner of boundary dispute in respect of any of the land parcels comprising the Property; and
- xii) that no Person or Persons whatsoever has claimed any right of pre-emption over or in respect of any of the land parcels comprising the Property or any part thereof and there are no outstanding actions, claims or demands between the Owners and any third party in respect of any of the land parcels comprised in the Property; and
- xiii) that no part or portion of any of the land parcels comprising the Property is subject to any attachment under the provisions of the Public Demand Recovery Act, 1913 or under the Income Tax act, 1961 or under any

statute (central or state or local) for the time being in force; and

- xiv) that there are no legal or other proceedings pending in respect of any part or portion of any of the land parcels comprising the Property nor is there any threat of any such proceedings and there are no unfulfilled or unsatisfied judgments, injunctions or attachments, court orders, debts, notices etc.; and
- xv) the Owners has been in continuous peaceful and physical possession of the land parcels comprising the Property, without any hindrance or impediment; and
- xvi) that there is no order of any court or any other statutory authority prohibiting sale and/or transfer and/or alienation of any of the land parcels comprising the Property or any part or portion thereof; and
- xvii) that there are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, or pending in respect of and/or against any part or portion of any of the land parcels comprising the Property nor are any such proceedings threatened or anticipated, which may prejudicially affect the due performance or

enforceability of this Agreement or any obligation, act, omission or the transactions stated herein .

- xviii) that no notice, order, judgment, demand or letter requiring the taking of remedial or other action under or pursuant to any environmental legislation in India or elsewhere has been served on or received by the Owners, which may in any manner affect or impact any of the land parcels comprising the Property and/or the rights granted herein; and
- xix) That the Property is accessible by PWD Main road/national highway and the property is owned and possessed by the Owners and the said access shall always be made accessible to the Developer and the Transferee(s) and/or Purchaser(s) without any objection and hindrance;
- xx) The Owners has already mutated some portion of their respective share in the land parcels comprised in the Property in their names but after execution of this agreement the land owners shall bound to mutated their names in the records of concerned Municipal Authority as well as B.L. & L.R.O in respect of their land parcels mentioned in the second schedule hereinafter.

xxi) that each of the representations and warranties contained herein are true and correct and shall survive and subsist at all times.

2.2: Without prejudice to any other provisions of this Agreement, at or before execution of this Agreement the Developer has further assured, undertaken, warranted, covenanted and represented to the Owners as follows:

- i) That the Developer are into the business of developing and promoting real estate project in and around West Bengal and other state also and has sufficient experience and expertise in developing and promoting the size of the Project proposed to be developed as stipulated herein in this agreement.
- ii) That the Developer has sufficient resources, means of finance and infrastructure to develop the size and type of the Project proposed to be developed as stipulated herein in this Agreement.

2.3 Joint Representation by the Parties

Both the Parties confirms and represents to each other that this Agreement upon execution will constitute a valid and binding document enforceable in accordance with its terms and Parties has obtained all necessary consents and approvals

that are required for execution of the Agreement. Execution of this Agreement does not violate the constitutional documents of the Parties; any contract or arrangement entered by it or any order passed by any court of law or any governmental authority.

- 2.4 Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof the Parties have agreed to enter into this Agreement for promoting and developing the Project on the Property and has parted with the amount of consideration as hereinafter appearing and but for the aforesaid representations, the Parties would not have otherwise entered into this agreement nor would have parted with the amount of consideration.

Article 3

Grant of Development Rights

- 3.1 In lieu of the consideration as recorded hereinafter, the Owners hereby and hereunder, on the Effective Date, grants, assures and assigns in favour of the Developer, the sole and exclusive Development Rights in respect of the Property together with all benefits, privileges and rights appurtenant thereto.
- 3.2 In lieu of the consideration as recorded herein, the Developer accepts the aforesaid grant of the Development Rights in

respect of the Property, and agrees to undertake the development of the Project, at its own cost and expense.

3.3 It is further clarified and understood that on and from the Effective Date:-

3.3.1 the Owners shall not retain any right to Transfer and/or deal with land parcels comprising the Property and/or the Property other than in the manner stipulated herein;

3.3.2 the Developer shall be entitled to commence the work of construction to the extent the same is permissible under Applicable Laws on any one or more land parcels comprising the Property as it may determine;

3.3.3 the Developer shall be entitled to enter into and retain continuous unhindered, unimpeded, unrestricted, unconditional, peaceful access to and physical control of each of the land parcels comprising the Property and/or the Property.

3.4 The Owners hereby agrees and undertakes that subject to receipt from the Developer of the Security Deposit and the receipt of the Owners' Allocation in the manner as stipulated herein, the grant of the Development Rights to the Developer is on a sole, exclusive and irrevocable basis, free and clear of all Encumbrances.

3.5 The Owners shall, without any demur or delay, co-operate and do all acts/deeds that may be required or deemed desirable by the Developer to give effect to the provisions of this Agreement, including but not limited to, signing and submitting any plans, applications, consents and proposals to various Governmental Authorities and/or other bodies/authorities, to enable the Developer to exercise its Development Rights with respect to each of the land parcels comprising the Property and/or the Property.

Article 4

Consideration

4.1 The consideration in lieu whereof the Owners has granted the Development Rights to, unto and in favour of the Developer is the receipt, by the Owners from the Developer, of:-(i) the refundable/adjustable Security Deposit (ii) Developer agreeing to undertake the construction and completion of the Project at its own cost and expense; and (iii) the receipt by the Owners of the Owners' Allocation in the manner stipulated herein,

4.2 The consideration in lieu whereof the Developer has accepted and agreed to undertake the construction and completion of the Project at its own cost and expense and also taken the

obligations under the Agreement, is the receipt by the Developer, of the Developer's Allocation in the manner stipulated herein.

Article 5

Security Deposit

5.1 In order to secure due performance by the Developer of its obligations, the Developer has agreed to deposit a refundable security deposit of a sum of Rs. 50,00,000/- (Rupees Fifty Lacs only) (hereinafter referred to as "**Security Deposit**") with the Owners and the said Security Deposit is payable by the Developer to the Owners in the following manner :

- a) Rs. 20,00,000/- (Rupees Twenty Lacs only) on or before execution of this Agreement;
- b) Rs. 30,00,000/- (Rupees Thirty Lacs) only after one month from the date of execution and registration of this agreement as well as at the time of handing over possession of the said land to the developer by the land owners whichever is earlier.

Total Security Deposit amount will be distributed among the Owners in the same proportion in which Owners owns the land parcels comprised in the Property and for the same the owners



are amicably decided the same and according inform to the developer .

- 5.2 Subject to and without prejudice to the other provisions of this Agreement, the Security Deposit shall be held by the Owners, free of interest, and shall be adjustable / refundable in the manner stipulated in this Agreement.
- 5.3 The Owners shall refund their respective share in the Security Deposit to the developer at the time handover of any part of Owners' Portion in terms of Clause 14.9.7 by the developer, if the owners delay to refund the said security deposit in that case the land owners shall liable to refund said security deposit along with interest @ 18% P.A. for delayed period alternatively the developers shall get extra 2000 Sft covered area from residential building out of the owner's allocation .

Article 6

Obligations of the Parties

6.1 Obligations of the Owners

The Owners hereby agrees, undertakes and covenants that:

- (a) the Owners shall establish, ensure and maintain free, clear and marketable title to each of the land parcels comprising the Property free from all Encumbrances;
- (b) the Owners shall ensure that the access to and physical control of the Developer over/in respect of each of the

land parcels comprising the Property and/or the Property is not hindered or impeded or obstructed in any manner whatsoever;

- (c) the Owners shall pay and bear and continue to remain liable and responsible to pay and bear for the period upto the Effective Date (irrespective of when the bills/demands for the same are received/raised), the entirety of all the Outgoings and shall keep the Developer fully safe, harmless and indemnified in respect thereof;
- (d) the Owners shall not convey, assign, alienate or part with possession or deal with or Transfer any interest or create any Encumbrance(s) in/over(i) any of the land parcels comprising the Property or any part thereof; and/or (ii) the rights, title and interest of the Owners under this Agreement in favour of any Person, save and except as per the terms of this Agreement.
- (e) Save as specified in this Agreement, the Owners shall not create or cause any Encumbrance(s) over any portion of any of the land parcels comprising the Property and further, remove the Encumbrances, if any, in respect of any of the land parcels comprising the Property, and settle any claim related to the same without any claim and / or demand from Developer in this regard;

- (f) the Owners shall carry out rectifications in any defect in title and /or ownership with respect to Property or any part or portion thereof, that may be pointed out by the Developer or that has come to the knowledge of the Owners within a timeframe as may be agreed between the Parties;
- (g) the Owners shall, from time to time and within such time frames as may be reasonably determined by the Developer sign, execute and deliver such applications, plans, instruments, papers, deeds and documents and undertake and execute all such acts, deeds and things as may be requested by the Developer from time to time for submission to any statutory or competent authority or otherwise or for any other purpose as the Developer may determine, in order to enable the Developer to exercise its rights and/or fulfill its obligations stipulated herein;
- (h) as and when required by the Developer, the Owners shall appear before the concerned Governmental Authorities and government departments and/or officers and also all other state, executive, judicial or quasi-judicial, municipal and other authorities and also all courts and tribunals, for all matters connected with the land parcels.

comprised in the Property or any part or portion thereof and/or in relation to the execution and implementation of the Project;

- (i) the Owners shall co-operate in good faith with the Developer in all respects for the execution and implementation of the Project in terms of this Agreement and provide all assistance as may be required/requested by the Developer to enable the Developer to implement and complete the Project;
- (j) the Owners shall not cause any obstruction or interference or impediment in the construction and development of the Project and/or in the exercise of the Development Rights by the Developer in terms of this Agreement.
- (k) the Owners shall execute and deliver registered and unregistered powers) of attorney (each as determined by the Developer) to authorise and empower the Developer and/or its nominee(s), as may be required by the Developer for carrying out various acts, deeds and things in respect of the development and implementation of the Project and to deal with the same in terms of this Agreement;

6.2 Obligations of the Developer

The Developer shall, at its own cost and expense:

- (a) make timely payment of the Security Deposit to the Owners in the manner stipulated herein;
- (b) take all such steps as may be required for the timely execution, promotion, development and implementation of the Project;
- (c) cause a building plan prepared for the development of the Project on the Property and shall submit it to the concerned authorities within 30 days from the Effective Date and shall also have the said Building Plan sanctioned /approval from the concerned authority. Developer shall use its best endeavors to ensure maximum FAR is achieved while preparing the building plan for the Project to be developed on the Property.
- (d) apply for and obtain all the necessary permissions, approvals and/or clearances of any nature in relation to development of the Property and/or Project or any part or portion thereof;
- (e) remain responsible for due compliance with all Applicable Laws/ statutory requirements, whether local or state or central, in respect of the construction and development of the Property and/or Project and

Developer shall ensure that the said Applicable Laws/ statutory requirements are duly complied with;

- (f) on and from the Effective Date, make proper provision for safety and security of the Property;
- (g) carry on the construction of the Project or any part thereof on the Property or any part thereof as per the Applicable Laws, building laws and /or rules regulations and bye-laws framed thereunder or such other law as may be applicable at the time of construction of the Project on the Property and / or any part thereof and further strictly in accordance with the Sanctioned Plan.
- (h) apply for and obtain temporary and permanent connections of water, electricity, power, drainage, sewerage and/or gas to the Project and other inputs and facilities required for the construction or enjoyment of the Project;
- (i) without creating any financial or other liability (save and except agreed hereunder) on Owners develop, promote, construct, erect and complete the Project or part thereof in pursuant to the plans to be sanctioned by sanctioning authorities.
- (j) The decision of the Developer regarding all aspects of construction including the quality of materials shall be

final and binding on the Parties provided in case of any damage/destruction arising out of poor quality of materials used by anybody or otherwise, the Developer shall defend the Owners at its own cost and expenses against any claims, demands and / or actions that may be made or arise against the Owners and shall also keep the Owners absolutely indemnified and harmless against all losses, damages, costs and expenses whatsoever as may be suffered and / or sustained by the Owners due to bad quality of construction, bad materials and / or utilities used in the construction and / or Common Areas and Facilities and / or amenities of the Project and Developer shall be fully responsible to the same and any financial settlement has to be borne by the Developer and Owners shall not be responsible to share any part of it even if such claim is related to the Owners' Allocation or otherwise.

- (k) periodically or as and when reasonably requested by the Owners, keep the Owners informed about the progress of the Project.
- (l) hand over the Owners' Portion, if any, to the Owners or their nominees free from all Encumbrances;

- (m) bear and incur all the Extra Development Cost (EDC) related to development of the Project on the property or any part thereof.

Article 7

Development of the Project

- 7.1 The Developer shall commence the development of the Project within 30 days from the date of receipt of the sanction of the Plan from the concerned authorities and shall, subject to force majeure, use its best endeavor to complete the construction of the Project within 30 (Thirty) Months from the Effective Date with a additional grace period of another 6 (six) months.
- 7.2 Notwithstanding anything contained anywhere in this Agreement, the Developer will have all the permanent rights and entitlements to ingress, egress, roadways, pathways etc. to/from/ into the Property;

Article 8

Owners' Allocation and manner of alienation thereof

- 8.1 In lieu of granting the Development Rights in favour of the Developer, the Owners shall be entitled to receive 40% [Forty percent] of the Gross area of Construction of the entire Project to be developed on the Property, ("**Owners Allocation**"). Such owners allocation along with specification of the building will

be supported by a allocation agreement made between the developer after obtaining sanctioned building plan by the developer from the Municipality.

For the removal of doubt, it is hereby clarified that the Owners jointly and collectively be entitled to 40% [Forty percent] of the Gross Area of Construction and which will be distributed by the Developer to the each Owner proportionately in the same proportion in which each Owner own land parcels comprised in the Property subject to fulfillment of clause no 5.3 written hereinbefore.

- 8.2 Save and except Gross Receipts all the balance sums including Deposit and Charges collected by the Developer including the taxes, levies and statutory deposits and extra charges, other amounts for infrastructure facilities and / or utilities which are by its nature supposed to be retained or appropriated by the Developer or paid by the Developer to the concerned tax authorities or other Government Authorities, shall also be retained by the Developer and the balance of the said Excluded Sum other than as aforesaid which by its nature is supposed to be paid by the Developer to the Association upon its formation for the benefit of the members of such association shall be handed over by the Developer to the Association upon

its formation Owners shall have no claim and / or demand against the Developer in this regard in any manner and / or of any nature whatsoever.

Article 9

Developer's Allocation

- 9.1 In lieu of development and construction of the Project at its own cost and expenses by the Developer and also fulfill the obligations under the Agreement, the Developer shall be entitled to receive 60% [Sixty percent] of the total area of the entire Project to be developed on the Property ("**Developer's Allocation**").
- 9.2 the Developer shall have the absolute and unfettered right and authority to deal with and/or dispose of Developer's portion of the Project, each in such a manner as the Developer may deem fit and proper at its sole and absolute discretion, in lieu of consideration to be determined, collected and appropriated only by the Developer and on such terms and conditions as the Developer may deem fit and proper, and each of such areas shall be under the exclusive ownership, control, use and possession of the Developer, save and except as provided herein.

Article 10

Borrowing and funding for the Project

10.1 It is clarified that the Owners shall, at the request of the Developer, cause such parts or portions of the Property or rights in respect thereof to be charged or mortgaged from time to time in favour of such Person(s)/authority or authorities as the Developer may deem necessary including by way of equitable mortgage by deposit of the original Title Deeds, for the purpose of raising funds for the execution and implementation of the Project, and without prejudice to such obligation of the Owners, the Owners hereby authorizes and empower the Developer and/or its nominee(s) to carry out, execute and perform various acts, deeds and things in respect of creation of such mortgage, charge, etc. including signing and executing all necessary deeds and documents. Further, the Developer shall also be entitled to create a charge/mortgage on the buildings and other structures/improvements constructed on the Property for the aforesaid purpose of raising funds. The Owners shall execute such documents and deeds and do such things as shall be required for the creation of a charge or mortgage on any buildings on the Property, from time to time. The Developer shall be entitled to appropriate and use all the funds so received only for the execution and implementation of the Project provided that the Developer shall solely remain liable and responsible for the

repayment of such borrowings, and shall keep each of the Owners safe, harmless and indemnified against all claims, demands, actions, losses etc., suffered or sustained by the Owners in this regard. The Owners shall also provide all necessary co-operation and assistance to the Developer as may be required to amend or extinguish any of the aforesaid mortgage rights.

Article 11

Authority

11.1 Authority in favour of the Developer

11.1.1 In order to facilitate the Developer to undertake the Project and/or for speedy construction, erection, completion and implementation of the Project; and to, *inter alia* (a) exercise the Development Rights; (b) exercise the rights granted under Article 10 hereinabove; (b) sell, license, lease, gift, transfer, Encumber or otherwise dispose of and/or deal with and/or alienate and/or create third party rights over: (i) any part or the whole of the constructions made and/or built up space comprising the Project; and/or (ii) any part or portion of the Project; and/or (iii) an undivided share in any part or portion of the land comprised in the Property, which comprises in the Project without prejudice to and in addition to and the other powers, rights and authorities granted hereunder by the

Owners in favour of the Developer, the Owners hereby appoints the Developer, as its constituted attorney and authorized representative, *inter alia* for each of the aforesaid purposes in respect of the Property and hereby unconditionally grants to and in favour of the Developer the powers stated in the **Fourth Schedule** hereunder written and further has, simultaneously with the execution of these presents, granted in favour of the Developer several powers by way of a separate power of attorney, each with the intent and purpose that such powers shall be effective and operational on and from the Effective Date, and the Owners shall be bound by each of the acts done and executed by the Developer in pursuance of these powers and further the Owners, hereby ratifies and confirms and agrees to ratify and confirm and be bound by all and whatsoever the Developer shall do or cause to be done in or about the Property, in exercise of all the powers granted under these presents and/or in pursuance hereof. The Owners hereby agrees to execute and register further requisite documents, including specific powers of attorney as may be required by the Developer from time to time.

11.1.2 It is agreed and understood that the powers granted hereunder by the Owners to the Developer shall not absolve

the Owners from its liability and responsibility to make, file and obtain necessary sanctions, permissions etc., do such acts, deeds and things as may be reasonably requested by the Developer from time to time as also to fulfill and perform each of its several obligations and duties as stipulated herein.

11.1.3 It is further clarified and understood that despite the grant of the aforesaid authority in favour of the Developer, the Owners shall, as and when requested by the Developer, either itself or along with Developer, sign, execute and register/lodge for registration such deeds, documents, applications, etc. as may be requested from time to time by the Developer.

Article 12

Documentation

13.1 Subject to the terms herein, the Developer shall have the right to enter into all documents, deeds, etc. for the sale/transfer etc. of Saleable Space or for granting any manner of right or interest in any Saleable Space at any part or portion of the Project comprising the Project in terms of these presents in its own name, in such a manner as the Developer may determine at its sole and absolute discretion.

13.2 All agreements, documents, deeds, papers etc. pertaining to the sale/transfer/creation of any manner of interest/right in any part or portion of the Project and/or the Property shall be in terms of the drafts and or formats prepared and approved by the Developer.

14.9 **Distribution of Unsold Stock**

14.9.3 It is agreed between the Parties that once the Owners' Portion and Developer's Portion are identified and demarcated such demarcation shall be final and binding on the Owners and Developer.

14.9.4 It is hereby agreed between the Parties that the once so allotted, Owners and Developer shall, subject to Clause 14.9.5 of this Agreement, be free to sale and or let out their respective Owners' Portion and Developer's Portion, respectively to such person and at such price as they deem fit at their respective sole discretion.

14.9.5 Each and every part and portion of the Owners' Portion and Developer's Portion in the Project shall be allotted and/or allocated by the Developer on and subject to the same terms and conditions as those governing the allotment/allocation of the other such super built-up area/spaces comprised in the Project including but not limited to the percentage/proportion of the undivided share in the land which shall be attributable

to such super built up area, the location and portion of the land in which such undivided share shall be transferred, the nature of the right to be granted in such land, the quantum and frequency of the maintenance and other charges etc., and the Owners and Developer agree and undertake not to make or raise or set up any claim contrary thereto.

14.9.6 After due demarcation and identification of Owners' Portion, the Developer shall call upon the Owners to take possession of the Owners' Portion which are allotted to the Owners as per Clause 14.9.1 and Clause 14.9.2, within 30 (Thirty) days from the date of the notice in this regard issued by the Developer ("**Possession Notice**") subject to the Owners refunding/paying to the Developer and/or depositing with the Developer and/or the designated nominee of the Developer, as the case may be, each of the undernoted amounts:-

14.9.6.1 their respective share in the Security Deposit.

14.9.7 Simultaneously with the receipt of each of the applicable amounts stipulated in Clause 14.9.6 hereinabove, the Developer shall hand over the entire Owners' Portion to the Owners ("**Handover Date**"). Any delay by the Owners in making payment of any of the applicable amounts stipulated in

the Clause 14.9.6 shall make the Owners liable to pay Interest on each of such delayed payments. On and from the Handover Date all Outgoings and maintenance charges with regard to Unit(s) allotted as the Owners' Portion shall be borne and incurred by the Owners;

Article 15

Title Deeds

15.1 All original Title deeds of land shall be with the owners of the land or with such person as may be mutually agreed between the Parties and the owners shall clear all arrears tax and all other dues regarding land mentioned in the first schedule and shall get mutation in their names in the records of concerned municipal authority as well as B.L. L.R. office.

Article 16

Indemnity

16.1 Owners Indemnity

Without prejudice to any other obligations and / or specific indemnity provided by the Owners herein, the Owners further hereby agrees to indemnify, defend and hold harmless the Developer against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable

attorney's fees and disbursement), which may be suffered or sustained by the Developer by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Owners; and/or (ii) acts of willful negligence or intentional misconduct by the Owners, and/or (iii) breach of the provisions of this Agreement by the Owners; and/or (iv) any representation and warranty by the Owners found to be misleading or untrue or any breach by any of the Owners of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Property; and/or (vi) any Encumbrance on and/or defect in the title or any claim or demand in respect of the title to any part or portion of the Property; and/or (vii) failure by the Owners to fulfill their obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges, expenses or recoveries of any kind whatsoever in respect of any land parcel comprised in the Property and / or the Property as a result of any act or omission on the part of the Owners in relation to the Project or otherwise and/or the performance by the Owners of the obligations contained herein.

16.2 Developer's Indemnity

Without prejudice to any other obligations and/or specific indemnity provided by the Developer herein, Developer hereby further agrees to indemnify, defend and hold harmless each of the Owners against and in respect of any and all liabilities, losses (other than consequential losses), costs, damages, commissions and/or expenses (together with reasonable attorney's fees and disbursement), which may be suffered or sustained by any of the Owners by reason of (i) the non-performance and non-observance of any of the terms and conditions of this Agreement by the Developer; and/or (ii) acts of willful negligence or intentional misconduct by the Developer; and/or (iii) breach of the provisions of this Agreement by the Developer; and/or (iv) any representation and warranty by the Developer found to be misleading or untrue or any breach by the Developer of any representation and warranty contained in this Agreement; and/or (v) any Third Party demand or claim or action in respect of any part or portion of the Project due to any defects or bad quality of construction, quality of materials and / or utilities used, and/or deficiency in or inappropriate Common Areas and Facilities and / or amenities etc; and/or (vi) from any and all Third Party claims for loss of or physical damage to property or for death.

or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the Developer's performance of this Agreement or arising out of any act or omission of the Developer, and in turn of the persons claiming through or under the Agreement, and / or (vi) any Encumbrance created on the Property or any part thereof as per Clause 10; and/or (viii) non compliance of any Applicable Laws and / or breach of any of the terms and conditions or otherwise of any approvals, clearances, NOCs, sanctions, obtained by the Developer for the Project or any part thereof (ix) payments of taxes, duties, levies, fees etc. relating to the Project including contractors, suppliers and representatives, income or other taxes required to be paid by the Developer without reimbursement hereunder, or non-payment of amounts due as a result of materials or services supplied/furnished/provided to the Developer or any of its contractors which are payable by the Developer or any of its contractors (x) failure by the Developer to fulfill its obligations under any Applicable Laws and/or under this Agreement and/or on account of any claims, damages, payments, charges, expenses or recoveries of any kind whatsoever in respect of the Project and / or any part or portion thereof as a result of any act or omission on the part of the Developer in relation to the

Project and / or any part or portion thereof or otherwise and/or the performance by the Developer of the obligations contained herein.

Article 17

Governing Law

17.1 Subject to Clause 18, this Agreement shall be governed and construed in accordance with the laws of India and the courts at Kolkata shall have sole and exclusive jurisdiction for all matters pertaining to and/or arising from this Agreement.

Article 18

Settlement of Disputes

18.1 In the event of any dispute and/or difference between the Parties arising in connection with the interpretation or implementation of this Agreement and/or interpretation of any of the terms and conditions herein contained or touching these presents ("**Dispute**"), the Parties shall attempt in the first instance to resolve such Dispute through amicable discussions, it being agreed and understood that for the purpose of this Clause, the Owners shall collectively be deemed to mean and/or constitute one Party while the Developer shall be deemed to mean the other Party. If the Dispute is not resolved through such amicable discussions within 60

(Sixty) days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the Parties may refer the Dispute to arbitration for resolution according to and in terms of the provisions of the Arbitration & Conciliation Act, 1996 and/or any modifications thereto. The arbitration shall be conducted in Kolkata. All such arbitration proceedings shall be conducted in English.

18.2 The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly. The Parties waive irrevocably any rights to any form of appeal, review or recourse to any state or other judicial authority in so far as such waiver may validly be made, provided however any Party shall have the right to appeal under Section 37 (1) of the Arbitration and Conciliation Act, 1996.

18.3 The arbitrator(s) appointed in accordance with the provisions of the Arbitration & Conciliation Act, 1996 may (but shall not be required to), award to a Party that substantially prevails on merits, its costs and reasonable expenses (including reasonable fees of its counsel). Each Party under this Clause shall respectively pay and bear its own legal costs and expenses.

18.4 When any Dispute is under arbitration, except for the matter(s) under Dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

Article 19
Notice

19.1 All routine correspondence may be carried on by email, letters, facsimile transmission or telephones. However, each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address by registered post with acknowledgement due or fax number set out below (or such other address or fax number as the addressee has by 5 (five) days' prior written notice specified to the other Parties). Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered, (a) if delivered in person or by messenger, when proof of delivery is obtained by the delivering Party; (b) if sent by post, on the 5th (fifth) day following posting with correct address; and (c) if given or made by fax, upon dispatch and the receipt of a transmission report confirming dispatch; (d) and if given by email, on the date of despatch.

19.2 All notices to be sent/addressed to any of the Parties hereto shall be sent/addressed to the attention of the person and at the address, facsimile and email of the respective Parties as stated hereinbelow, unless any of the Parties, by written intimation to each of the Parties, change and/or modify any of the undernoted details:-

For and on behalf of all the Owners

Attention : Sri Bikram Kumar Saraf
Address: 1, Jubilee Park, Block:3, Flat: 3N,
Kolkata:700033
Ph: 9830214667,
Email : bikram@squarewood.in

Developer

Attention : Sri Bijay Choudhary
Address : **Balaji Developers**

267, Burdwan Road, opp.
Pushpa Villa, Siliguri, Dist:
Darjeeling,
West
Bengal, Pin: 734005

Email : choudhrybijay@gmail.com

Article 20

Defaults

20.1 In the event the Developer fails to commence the construction of the Project within 45 (Forty Five) days from the date of receipt of the sanction of the Building Plan from the concerned authority for any reason other than (a) force majeure; and / or (b) due to defect in title of the Owners with regard to the Said Property and / or (c) due to non co-operation by the Owners, then the Owners shall be entitled to terminate the Development Agreement by giving 30 (thirty) days notice to the Developer, subject to the refund the entire Security Deposit along with all other incidental expenses thereof.

20.2 Entire amount as aforesaid shall be refunded by the Owners to the Developers within 90 (ninety) days from the date of notice of cancellation and in case Owners fails to refund the entire amount within 90 (ninety) days then the Owners will be liable

to pay simple interest @18% per annum till the amount is actually paid by the Owners.

20.3 In the event the Developer found out that there is defect in the title any land parcels comprised in the Property and / or Property of the Owners, then the Developer shall inform the Owners to rectify such defect within such time as may be mutually agreed between the Parties and which shall be in no circumstances be less than 30 days from the date of the receipt of such termination notice. In case, Owners are not able to rectify the said defect in the title of any of the land parcels comprised in the Property and / or Property within the agreed timeframe, then the Developer shall at its option be entitled to terminate this Agreement by giving 30 (thirty) days notice to the Owners, and Owners shall within 90 (ninety) days from the date of notice of cancellation and in case Owners fails to refund the entire amount within 90 (ninety) days then the Owners will be liable to pay simple interest @18% per annum till the amount is actually paid by the Owners;

Article 21

Miscellaneous

21.1 Assignment

Save and except as specifically provided herein, no Party shall not be entitled to assign or transfer all or any of their

respective rights and/or title any of their respective obligations under this Agreement to any Third Party without the prior consent of the other concerned Party. Any assignment in violation of the provisions of this Clause shall be voidable at the option of the other party.

21.2 **Negative Covenants**

Developer shall not deal with the Property and / or Project and /or any part thereof save and except in the manner specifically stated herein.

21.3 **Binding Effect and Invalidity**

21.3.1 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the legal representatives and permitted assigns of the Parties.

21.3.2 Each and every obligation under this Agreement shall be treated as a separate obligation and shall be severally enforceable as such. The Parties agree that if any of the provisions of this agreement is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired, which shall continue to be valid and binding, and

such invalid, illegal or unenforceable provision shall be treated for all purposes as severed from this Agreement and ineffective to the extent of such invalidity or unenforceability. Notwithstanding the foregoing, the Parties to this Agreement shall thereupon negotiate in good faith in order to agree the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be void or unenforceable.

21.4 Waiver

No waiver of any provision of this Agreement or of any breach of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision or breach. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by any other Party of any provision hereof shall constitute a waiver of any prior, concurrent or subsequent breach of the same or of any other provisions hereof.

21.5 Costs and Expenses

- 21.5.1 Each Party shall bear its own costs in connection with the negotiation, preparation and execution of this Agreement.
- 21.5.2 All costs, charges and expenses for stamp duty and registration charges payable on this Agreement shall be paid and borne by Developer.
- 21.5.3 Save as specifically provided herein, each Party shall pay and bear the respective direct taxes (like income tax etc.) payable by each of them, arising from or in respect of this Agreement, and shall keep each of the other Parties safe, harmless and indemnified in respect thereof.

21.6 Entire Agreement

This Agreement sets forth the entire agreement and understanding amongst the Parties in connection with the subject matter hereof and all documents executed in pursuance hereto and/or simultaneously hereto, whether registered or unregistered, shall be deemed to form and comprise an integral and inseparable part of this Agreement.

21.7 Amendment

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by and/or behalf of each of the Parties.

21.8 Relationship

This Joint Development Agreement is an arrangement where land owners contribute development right and the Developer contribute construction expertise and capital and they share in the sale proceeds/allocation areas to be demarcated later as the case may be in the manner as stipulated in this Agreement. These arrangements qualify as scenarios where the element of 'rendering service' of any kind is absent. It is purely a cost/area sharing mechanism entered into between the parties. The returns in the form of area sharing and share of any revenue/Rental yields or sale proceeds are simply a recovery on the investments made by the companies who are partners/co-venturers in this venture and not consideration for supply.

21.9 Independent Rights

Each of the rights of the respective Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

21.10 Third Party Benefit

Nothing herein expressed or implied is intended, nor shall it be construed to confer upon or give to any Third Party any right, remedy or claim under or by reason of this Agreement or any part hereof.

21.11 Further Assurance

Each Party shall cooperate with the other Parties and execute and deliver to the other Parties such instruments and documents and take such other actions as may be reasonably requested from time to time in order to carry out, evidence and confirm their rights and the intended purpose of this Agreement.

21.12 Covenants Reasonable

Each of the Parties agree that having regard to all the circumstances, the covenants contained herein are reasonable and necessary for the protection of the Parties.

21.13 Survival

The provisions of the Clause 16 (Indemnity), Clause 17 (Governing Law) and Clause 18 (Settlement of Disputes) shall survive the termination of this Agreement.

21.14 Counterparts

This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an

original, but all of which will constitute one and the same instrument.

The First Schedule Above Referred To

("Property")

All that piece and parcel of Bastu land measuring about **31.47289** decimals more or less is equivalent to **19** Cottahs **1** Chittacks **08** Sft more or less together with one storied brick built building standing thereupon having covered area of **2200** aft more or less, comprised in L.R. Dag No. 2894, L.R. Khatian No.- 2477, 3186, 3187, 3188, 3189, 938, under Mouza - Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, N.S. Road Mohanbati, in the district of Uttar Dinajpur, West Bengal, within the limits of District Registrar - Uttar Dinajpur, and Additional District Sub Registrar - Raiganj, within the limits of Block Land & Land Records Office Raiganj, butted and bounded by :

ON NORTH: By Sushila Saraf & Raghu Nandan Agarwal.

ON SOUTH: By Chandana Bhowmick & Bijaya Tater.

ON WEST: By PWD Road (N S Road).

ON EAST: By S Paul & Brothers.

The Second Schedule above Referred to
(Owner wise Land Parcels comprised in the Property)

Details of the land parcels, owned by each owner in the land parcels comprised in the Property along with respective name of the Owners, and their respective R.S. & L.R. Dag Nos. in which land owned, their respective L.R. Khatian No., area of Land Owned by each owner, nature of use of Land, are as follows:

<u>Name of the Owner</u>	<u>L.R.Dag Nos.</u>	<u>L.R. Khatian No.</u>	<u>Area of Land Owned [in Decimal]</u>	<u>Nature of use of Land</u>
Binode Kumar Saraf	2894	3186	8.03679	Baastu
Bikram Kumar Saraf	2894	2477, 938	6.93009	Baastu
Sushila Saraf	2894	3187	2.33291	Baastu
Sanjay Saraf	2894	3188	7.3815	Baastu
Shanta Saraf	2894	3189	6.7916	Baastu
			31.47289 Decimals	

under Mouza - Barua, J.L. No. 152, under P.S. Raiganj, P.O. Raiganj, within in the local limits of the Raiganj Municipality, in the district of Uttar Dinajpur, West Bengal, within the limits of District Registrar - Uttar Dinajpur, and Additional District Sub Registrar -

Raiganj, within the limits of Block Land & Land Reforms Office,
Raiganj,

**The Third Schedule above Referred to
("List of Title Deeds")**

SL NO	Name	Nature of documents	Being No. and Registration office	Year	L.R. Dag Nos.
1.	Bajrang Lal Agarwala, Jhabar Mal Agarwala, Balkishan Agarwala	Sale Deed	S.R. - Raiganj, Being No. 10504	1960	339, 340, 341
2.	Smt. Mohini Debi, Sri Balkishan Saraf, Sri Om Prakash Saraf, Sri Jugal Kishore Saraf	Sale Deed	S.R. - Raiganj, Being No. 11134	1967	342, 343
3.	Smt. Mohini Debi, Sri Balkishan Saraf, Sri Om Prakash Saraf, Sri Jugal Kishore Saraf	Sale Deed	S.R. - Raiganj, Being No. 11135	1967	342
4.	Sri Balkishan Agarwala	Sale Deed	S.R. - Raiganj, Being No. 4756	1971	339, 340, 341
5.	Sri Balkishan Agarwala	Sale Deed	S.R. - Raiganj, Being No. 4758	1971	339, 340, 341
6.	Smt. Gigi Debi Saraf	Sale Deed	S.R. - Raiganj, Being No. 4754	1971	342, 343
7.	Smt. Gigi Debi Saraf	Sale deed	S.R. - Raiganj, Being No. 4755	1971	342, 343
8.	Smt. Gigi Debi Saraf	Sale Deed	S.R. - Raiganj, Being No. 4757	1971	342, 343
9.	Smt. Gigi Debi Saraf	Sale Deed	S.R. - Raiganj, Being No. 6255	1971	344
10.	Sri Ashok Saraf	Gift Deed	A.D.S.R. Raiganj, Being No. 6766	2001	342, 344
11.	Sri Ashok Kumar	Gift Deed	A.D.S.R.	2001	342,

	Saraf		Raiganj, Being No. 6767		344
12.	Sri Ashok Saraf	Gift Deed	A.D.S.R. Raiganj, Being No. 6768	2001	342, 343, 344
13.	Smt. Khusbu Saraf	Gift Deed	A.D.S.R. - Sadar, Raiganj, Being No. 3631	2005	2894
14.	Smt. Chandana Bhowmick	Deed of Sale	A.D.S.R. - Raiganj, Being No. 08901	2009	342, 2894
15.	Smt. Shanta Saraf	Deed of Gift	A.D.S.R. - Raiganj, Being No. 213	2005	2894
16.	Sanjay Saraf	Deed of Gift	A.D.S.R. - Raiganj, Being No. 04258	2012	2894
17.	Smt. Shanta Saraf	Deed of Gift	A.D.S.R. - Raiganj, Being No. 04267	2012	2894
18.	Sri Sanjay Saraf	Deed of Gift	A.D.S.R. - Raiganj, Being No. 04269	2012	2894
19.	Balkishan Saraf, Sri Ashok Saraf, Smt. Khusbu Saraf	Agreement	D.S.R.-Uttar Dinajpur, Being No. 00024	2009	2894
20.	Sri Binode Kumar Saraf	Deed of Gift	D.S.R.-Uttar Dinajpur, Being No. 08949	2010	340, 2894
21.	Smt. Sushila Saraf	Deed of Gift	D.S.R.-Uttar Dinajpur, Being No. 08951	2010	340, 2894
22.	Sri Binode Kumar Saraf	Deed of Gift	D.S.R.-Uttar Dinajpur, Being No. 05017	2013	340, 2894
23.	Rajkumari Saraf	Deed of Gift	A.D.S.R. Raiganj Being No.-180403722	2019	2894
24.	Bikram Kumar Saraf	Sale deed	A.D.S.R.	2019	2894

			Raiganj Being No.- 180403743		
25.	Chandana Bhowmick	Sale deed	D.S.R. Raiganj Being No.- 180105390	2019	2894
26.	Bikram Saraf	Deed of Gift	A.D.S.R. Raiganj Being No.- 180105414	2019	2894

The Fourth Schedule Above Referred To

[Powers]

1. To hold defend and retain possession of the Property and every part or portion thereof and to design, plan, develop, construct, market, sell etc. the Project and every part or portion thereof to be constructed thereon.
2. To demolish any structures situated on the Property or any part or portion thereof and to appropriate the debris accruing therefrom in such manner as the said Attorney may deem fit and proper;
3. To cause the name of the purchaser / Owner of the Property or any part or portion to be mutated in the records of the authorities concerned including Kolkata Municipal Corporation, and for the aforesaid purpose to sign and execute all applications papers deeds documents and instruments as the said Attorney in its absolute discretion may deem fit and proper.

4. To execute any Deed of Declaration, deed of amalgamation Deed of Confirmation and/or any Deed of Modification and to register the same with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Raiganj, District Uttar Dinajpur, Registrar of Assurances, Kolkata as the Attorney may at its sole discretion desire or deem fit and proper.
5. To cause conversion of the nature of use of the Property and for the aforesaid purpose to sign and execute all papers applications deeds documents and instruments as may be necessary and/or required as the said Attorney in its absolute discretion may deem fit and proper.
6. To cause the Property or any part or portion thereof to be amalgamated with any adjoining and / or neighbouring property and/or premises and / or partition the Property or any part of portion thereof into various number of municipal holding number / various independent plots and for the aforesaid purpose to sign and execute all papers applications deeds documents and instruments as may be necessary and/or required as the said Attorney in its absolute discretion may deem fit and proper.
7. To execute any affidavit or declaration confirming marketable title or demarcation of the boundaries in respect of the

Property or any part or portion thereof as the said Attorney may desire or deem fit and proper and to register the same with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to admit the execute thereof as the said Attorney may desire or deem fit and proper.

8. To appear and represent before any Notary Public, Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata, Metropolitan Magistrate and other Officer and/or Officers, Authority or Authorities having jurisdiction in respect thereof and to present for registration and to acknowledge and register or have registered and perfected all such deeds, instruments and writings executed and signed by our said Attorney concerning the Property or any part or portion thereof.
9. To obtain and give rights of way, access, rights to lay drains, water mains, electric cables, telephone, fax lines and telegraph cables etc underground and overhead (as the case may be) and for that purpose to obtain and give and sign and execute and deliver all deeds undertakings writings etc as may be necessary or required from time to time.

10. To utilise or shift or have cancelled the existing utilities in the Property in such manner as my said Attorney may deem fit and proper.
11. To appoint and engage Architects, Engineers and R.C.C. Specialists, Valuers and Surveyors and Contractors as may be required from time to time for the Project or otherwise and revoke his/their appointment and reappoint any other person in his/their place and stead for the aforesaid purposes and to settle and pay their fees.
12. To prepare or cause to be prepared Master Plan, map or building plan for construction of Project or any part or portion thereof on the Property or any part or portion thereof as it deem fit and proper and to submit the same to the authorities concerned for sanction and for the aforesaid purpose to sign and execute all such maps plans deeds documents and instruments as may be necessary and/or required from time to time.
13. To submit to the all Revenue Authorities, Gram panchayat, Concerned Municipality, Town and Country Planning Department, Zilla Parishad, concerned Panchayat, West Bengal State Electricity Distribution Company Limited (WBSEDCL), PWD, Fire Department or such other competent authority and all its/ their departments and other concerned authorities in

accordance with their laws for the time being in-force, bye-laws, rules and regulations, such plans of the Property or any part or portion thereof in respect of separation and/or subdivision and/or amalgamation of the Property or of the Project comprising of building or buildings proposed to be constructed on the Property and for the aforesaid purposes to sign and execute all applications, plans, specifications, documents, writings, affidavits, undertakings, indemnities etc as may be required by any or all of the aforesaid authorities, their officers and departments and carry on correspondence with them for sanction of the said Plans thereof and for issue of IOD/s and Commencement Certificate/s for and in respect of development of the Property or any part of portion thereof and the proposed construction of Project and / or building or buildings thereon and for occupation or part occupation certificates and to take necessary and incidental steps including making applications for water connection, electric supply, drainage and other incidental matters and works which are normally required to be carried out and/or done for becoming eligible for grant of building completion certificate/s.

14. To approach and represent before concerned Municipality, BL & LRO, Town and Country Planning Department, Zilla

Parishad, concerned Panchayat and any Government and/or Semi Government Authorities including all revenue authorities like Collector Additional Collector including all revenue Authorities and all departments thereof City Survey Authorities, Town Planning Authorities under the Urban Land (Ceiling and Regulation) Act 1976 or any other authorities appointed under the law for the time being in force for the purpose of all matters connected with the development of the Property and / or Project or any part or portion thereof inclusive of but not restricted for getting the plans and amendments and revisions passed for the proposed construction of the Project comprising of building or buildings on the Property and for the aforesaid purposes to sign all letters, applications, agreements, documents, court proceedings, affidavits and papers as may be necessary or required from time to time in this regard.

15. To pay fees, obtain sanctions and/or approvals/ consents and such other orders and/or permissions from the necessary authorities as may be expedient for sanction, modification and/or alteration of the existing Master Plan, building plan and also to receive and/or refund of the excess amount of fees (if any) paid for the purpose of sanction

or modification and/or alteration of the building plans to any authority and/or authorities:

16. To make necessary applications or pursue and follow up all applications already made and/or to be hereafter made to the Competent Authority under the Urban Land (Ceiling and Regulations) Act 1976 including those for NOCs/permissions under Sections 8,9,10,20,21 or 22 and/or any other Sections of the said Act or the statutory amendments thereof and the guidelines, directives and notifications issued thereunder by the Appropriate Authorities and for obtaining the further or additional or consequential NOCs/permissions under the said Act, including extensions, revisions, modifications, amendments, clarifications, reviews and to make such other applications and take all necessary steps under the said Act.
17. To apply to the Bengal Police Authorities, and/or the concerned police department, Fire Brigade Department, PWD, West Bengal Pollution Control Board (WBPCB), and other competent authorities for Completion certificate and to obtain all sanctions, permissions, NOCs, clearances, consents, approvals for drainage sewerage water, tubewell, generator, lift, pollution control and environment clearances and to sign all

necessary applications papers and documents in relation thereto.

18. To apply to the relevant officers and departments of the aforesaid authorities for certified copies of plan/s to obtain satisfaction of the areas, survey, measurements, demarcation of boundaries, area certificates, extracts etc and to make such applications or to write and execute such applications letters or documents as may be required by such authorities or any of them for any work regarding survey measurement demarcation of boundaries, areas, certificates extracts etc. of the Property or any part or portion thereof.
19. To negotiate and to execute and enter into any Agreement for sale or any other agreement for transfer in such manner as it deem fit and proper for including but not limited to sale, transfer, convey, assign lease, sub-lease, let out, gift etc., in respect of the Property or any part or portion thereof or any building or buildings comprised in Project proposed to be constructed thereat on such basis as the Attorney may desire or deem fit and to lodge the same for registration with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to receive consideration in respect thereof and to

credit/deposit the same in such manner as it deem fit and proper at its sole and absolute discretion.

20. To execute the Deeds of Conveyances or such other deeds to sale, transfer, lease, sub - lease, let out, gift and / or otherwise deal with in respect of the Developer's Allocation as per the terms of this Agreement and to lodge them for registration with the Sub Registrar, Additional District Sub-Registrar, District Sub Registrar, District Registrar, Additional Registrar of Assurances - Kolkata, Registrar of Assurances, Kolkata and to receive, realise, collect and appropriate in such manner as it deem fit and proper all moneys in respect thereof.
21. To file and prosecute or appear and defend any suit, writ petitions actions or legal proceedings in any Court of Law or before any quasi judicial authority tribunal or any other forum in any way concerning the Property and / or Project or any part or portion thereof and for the aforesaid purpose to appoint and engage Advocates Solicitors Counsels and to settle and pay their fees and to sign in our names and on our behalf all plaints, petitions, written statements, affidavits and applications, vakalatnamas etc and to compromise such suits, writ petitions actions or legal proceedings upon such terms and conditions as our said Attorney may deem fit and proper and to abide by and observe perform and carry out all

obligations under the suits and other Legal Proceedings and consent decrees orders pass thereunder.

22. To appoint Advocates, Solicitors and other legal advisors and experts to get the title to the Property or any part or portion thereof scrutinised and investigated and to invite from public claims (if any) to the Property or any part of portion thereof by publishing notices of intended development and by other modes, and to take steps to get the title to the Property or any part or portion thereof completed in favour of the Developer/ Purchasers or their respective nominee/s and (if required) for all the aforesaid purposes to get all and necessary deeds, documents assurances etc made and executed by the concerned parties.
23. For us and on our behalf and in our name to accept service of any writ or summons or other legal process and to enter an appearance in the defense or oppose any action or other legal proceedings and to make any counter claim therein and to commence any action or other legal proceedings for such reliefs as the said Attorney or their advisers shall think necessary for the recovery or protection of the Property or any part or portion thereof and/or rights and to prosecute discontinue or compromise any such action or proceedings and

to appeal against any judgment or decision of any Court or tribunal in any such action or proceedings.

24. To make and sign applications to the Appropriate Government Departments, Local Authorities or other Competent authorities for all and any licences, permissions and consents required as per Applicable Laws or otherwise in connection with the management and improvement of the Property including the recovery of compensation where such is recoverable with Power to give receipts and full discharges thereof.
25. To ask demand sue for recovery and receive of and from all persons and bodies corporate for any claims or demands actions or rights or otherwise of or relating to or concerning with the said Property and/or the proposed development of the Project thereof howsoever with arising and whether past or present or future or against the Government of India or Government of West Bengal or Kolkata Municipal Corporation or concerned Municipality, or any other body or authority respectively and to commence, carry on and prosecute any motion suit writ petition or other proceedings whatsoever for recovering and compelling payment transfer or thereof respectively and for that purpose sign and execute all plaints, written statements, affidavits and applications and to engage Solicitors and Advocates and to settle and pay their fees.

26. To settle adjust compound submit to arbitration or compromise all actions suits accounts reckonings claims and demands whatsoever between ourselves and any person or persons whomsoever and in any way connected with the Property or the sale of the Property or any part thereof and/or in respect of the said proposed Project or part thereof thereat in such manner and in all respects as the said ATTORNEY shall think fit and proper.
27. To do and carry out all acts, deeds, matters and things as may be found necessary and expedient for the purpose of effective transfer and/or development of the Project on the Property or any part or portion thereof and for completion of transaction in respect of the Property and/or Project and / or any part or portion thereof in favour of the various Intending Buyers or their nominee and/or nominees of the Intending Buyers who has purchased or agreed to purchase a space in the proposed Project as the said Attorney may desire.
28. To sign, verify, affirm, file and submit all statements, affidavits, undertakings, plaints, petitions, and any other document or documents which may become necessary to be executed for the development and promotion of the Project on the Property or any part or portion thereof and represent before any Notary

Public, Metropolitan Magistrate or any other statutory authorities.

29. To apply to the Tehasildar, City Survey officer, and Country Planning Officer, Assessor and Municipal Authorities, BL&LRO, and all other public or private body or authority for the purpose of making necessary mutation entries in respect of the Property or any part or portion thereof including the proposed building/s and to transfer and mutate the Property or any part or portion thereof in favour of the various intending Buyers of the space in the proposed Project or their nominee or nominees as the said Attorney may desire and for that purpose to make all correspondence including making any application petition representation and prefer an appeal reference review in that behalf as the said Attorney may deem fit and proper or if so desired.
30. The Attorney shall be entitled and is hereby authorised to create a charge or mortgage in respect of the Property by depositing the original title deeds and also to sign and execute Memorandum, agreements and such other documents as may be necessary for evidencing creation or mortgage;
31. To commence carryout and complete and/or cause to be commenced carried out and completed the proposed construction work on the Property or any part or portion

thereof in accordance with the sanctioned plans or as the same be got modified changed or altered by the said Attorney and so far as any proposed construction work is concerned to see that all Applicable Laws are observed and for that purpose/s to do all acts and deeds and things as the said Attorney may desire or deem fit.

32. To appoint substitute or substitutes with all or any of the powers contained herein with similar power to delegate and to revoke such appointment and reappointment any other person if the said Attorney so desire without reference or recourse to us.
33. AND GENERALLY to do all such other acts deeds matters and things relating to or concerning the said Property and/or the Project or any part or portion thereof concerning the authority granted herein in respect of the Property which the Owner could itself have lawfully done under its own hand and seal if personally present AND ALL and whatsoever our said Attorney shall lawfully do or cause to be done in or about the Property or any part or portion thereof the Owner do hereby for ourselves and our respective successors allow ratify and confirm and the same shall be binding upon us to the same extent and in the same manner as if the same are done by the Owner and personally present.

Witness: **In Witness Whereof** each of the Parties hereto have set and subscribed their respective hands and seals on the day and the year first hereinbefore written.

Executed and Delivered by the
Owners at Kolkata

In the presence of:

1. *Ramesh Lalit*
123 AB South Binches
Road - KOL. 700

2. *Biswajit Mondal*
Shyampur, Howrah
Pin - 711314

Binod Kumar Saraf

Somyaj Saraf

Biswajit

Santa Saraf

Sushila Saraf

Executed and Delivered by the

Developer at Kolkata in the

presence of:

Witnesses:

1. *Ramesh Lalit*

2. *Biswajit Mondal*

Witness by:-
Subrata Mallik
Adv.

Subrata Mallik
(Adv.)
Barasat Court
Enroll No-F31/31 of 1987

BALAJI DEVELOPERS

Bijoy Choudhury
PARTNER

VRUN JAKTER PVT. LTD

Bijoy Choudhury
DIRECTOR

Memo of Receipt

Received from the Developer a sum of Rs. 20,00,000/- (Rupees fifty lacs only) being amount towards the Security Deposit in terms of the Agreement, executed between the said Parties as follows:-

Name	Date	Cheque no.	Bank & Branch	Amount in Rs.
Binod Kumar Saraf	28.03.2019	000131	H.D.F.C. Bank, H.C. Road Siliguri	5,00,000/-
Bikram Kumar Saraf	28.03.2019	000133	H.D.F.C. Bank, H.C. Road Siliguri	5,00,000/-
Sushila Saraf	28.03.2019	000134	H.D.F.C. Bank, H.C. Road Siliguri	1,00,000/-
Sanjay Saraf	28.03.2019	000135	H.D.F.C. Bank, H.C. Road Siliguri	5,00,000/-
Shanta Saraf	28.03.2019	000136	H.D.F.C. Bank, H.C. Road Siliguri	4,00,000/-
Total Rupees Twenty Lac Only				20,00,000/-

Executed and Delivered by the

Owners at Kolkata

In the presence of :

1.

2. Biswajit Mondal

Binod Kumar Saraf

Sanjay Saraf

Bikram Saraf

Shanta Saraf

Sushila Saraf

SPECIMEN FORM FOR TEN FINGERPRINTS



Binito Kuman Singh

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



Satish Singh

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



Shankar Singh

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

GOVT. OF WEST BENGAL
Directorate of Registration & Stamp Revenue
e-Challan

GRN: 19-201920-001534772-1 Payment Mode: Online Payment
GRN Date: 17/05/2019 09:52:26 Bank: State Bank of India
BRN: IKQABCIZD4 BRN Date: 17/05/2019 09:53:37

DEPOSITOR'S DETAILS

Id No. : 19030000768095/2/2019

(Query No./Query Year)

Name : Ashok Chowdhury
Contact No. : Mobile No. : +91 9830142268
E-mail :
Address : S S Pally
Applicant Name : Mr BIJAY CHOUDHARY
Office Name :
Office Address :
Status of Depositor : Others
Purpose of payment / Remarks : Sale, Development Agreement or Construction agreement

PAYMENT DETAILS

Sl. No.	Identification No.	Head of A/C Description	Head of A/C	Amount [₹]
1	19030000768095/2/2019	Property Registration- Stamp duty	0030-02-103-003-02	35021
2	19030000768095/2/2019	Property Registration- Registration Fees	0030-03-104-001-16	20105

Total

55126

In Words : Rupees Fifty Five Thousand One Hundred Twenty Six only

PERMANENT ACCOUNT NUMBER
A: WPS47780



NAME
BINODE KUMAR SAHA

THE STATE OF WEST BENGAL
BANKING CORPORATION

THE BRANCH OFFICE
17, RAJCHAND

BRANCH MANAGER

1999-2000-01

COMMISSIONER OF INCOME TAX, W.B.

For and to the credit of your account
I have received the sum of
Rupees 100000/- only
Rs. 1,00,000/-
Rupees One Lakh only

In witness whereof I have signed this certificate
at the place and date mentioned below:

Joint Commissioner of Income Tax (W.B. & Tripura),
W.B.
Chhatrapati Sastri
Calcutta, India

Binode Kumar Saha



भारत सरकार
 Unique Identification Authority of India
 Government of India

राज्यपाल कार्यालय / Employment No.: 1000147400100378

आधार संख्या / Aadhaar No.:
 3555 6057 4929



आपका आधार क्रमांक / Your Aadhaar No. :
3555 6057 4929

आधार - आम आदमी का अधिकार



भारत सरकार
 Government of India
 Unique Identification Authority of India
 3555 6057 4929



3555 6057 4929

आधार - आम आदमी का अधिकार



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- आधार का प्रमाण ऑनलाइन प्रमाणिकरण द्वारा मान्य रहे।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का प्राप्ति करने में सहायकी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
 Unique Identification Authority of India

पता
 भारत सरकार कार्यालय, कक्षा-3,
 ब्लॉक-305, 1, बंगला-सक, टिपुपुर
 टिपुपुर, कोड-560012

Address
 3555 6057 4929
 Unique Identification Authority of India
 Tipu Puram, Bangalore
 Tipu Puram, Bangalore
 560012

3555 6057 4929



Rande Kumar Singh

आयकर विभाग
INCOME TAX DEPARTMENT
SHYAM KUMAR SHRUF
SINDHU KUMAR SARAF
02-02-1981
AVIRP000230

भारत सरकार
GOVT. OF INDIA



Shruf

Shruf

आयकर विभाग
INCOME TAX DEPARTMENT
शुभम कुमार शरुफ
सिन्धु कुमार सारफ
02-02-1981
AVIRP000230

भारत सरकार
GOVT. OF INDIA

आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली

आयकर विभाग, दिल्ली
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आयकर विभाग, दिल्ली
आयकर विभाग, दिल्ली



भारत सरकार
 Unique Identification Authority of India
 Government of India

संसाधन क्रम / Enrollment No: 10594740623592

TO
 श्रीमान कुमर शर्मा
 Shri Mani Kumar Sharma
 S/O. Nand Kumar Sharm
 Block 3, Phase 1, Jadhav Park
 Behind Tatyasaheb Thakur Park
 Telangana
 Telangana
 Orissa Avenue Kolkata
 West Bengal 700003
 426946923592



आपका आधार क्रमांक / Your Aadhaar No. :
4269 4692 3592

आधार - आम आदमी का अधिकार

भारत सरकार
 Government of India

श्रीमान कुमर शर्मा
 Shri Mani Kumar Sharma
 स/O नंद कुमार शर्मा
 ब्लॉक 3, फेज 1, जधव पार्क
 पश्चिम बंगाल

4269 4692 3592

आधार - आम आदमी का अधिकार

Mani Kumar Sharma

सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण ऑनलाइन प्रमाणीकरण द्वारा प्राप्त करें।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

भारत सरकार
 Unique Identification Authority of India

स/O नंद कुमार शर्मा
 ब्लॉक 3, फेज 1, जधव पार्क, टेलंगाना
 पश्चिम बंगाल, कोलकाता 700003

Address
 S/O. Nand Kumar Sharm
 Block 3, Phase 1, Jadhav Park,
 Behind Tatyasaheb Thakur Park
 Telangana, Kolkata, Telangana
 West Bengal, 700003

4269 4692 3592





Sushila Sarab



Sushila Sarab



भारत सरकार
Government of India

संसाधन 999 | Enrollment No.: 1058/47405/06370

To
 Sushila Sarab
 Sushila Sarab
 W/O. Sushila Kumar Sarab
 Block 3, Flacdy 1, Jangam area
 Behind Tirupuram Shan Devar
 Tirupuram
 Tirupuram
 Coimbatore
 West Bengal 700022
 8832914037



आपका आधार क्रमांक / Your Aadhaar No. :

7820 6657 6907

आधार - आम आदमी का अधिकार



भारत सरकार
Government of India
 सुशिला सराब
 Sushila Sarab
 जन्म तिथि / DOB : 04/07/1988
 लिंग / Gender



7820 6657 6907

आधार - आम आदमी का अधिकार

Sushila Sarab



सूचना

- आधार पहचान का प्रमाण है, नागरिकता का नहीं।
- पहचान का प्रमाण अधिकाधिक प्रत्याभूति प्राप्त करने में मदद करेगा।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- आधार देश भर में मान्य है।
- आधार अधिकार में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



भारत सरकार
Government of India
Unique Identification Authority of India

पता
 अधिकांश कार्य प्रसाद भवन,
 ब्लॉक 3, फ्लैट 1, जंगम एरिया,
 टिपुपुरम गा. क्षेत्र के पीछे, टिपुपुरम,
 कोयंबटूर, महाराष्ट्र - 432 002
 पता
 W/O. Sushila Kumar Sarab
 Block 3, Flacdy 1, Jangam area
 Behind Tirupuram Shan Devar
 Tirupuram, Coimbatore, West Bengal
 700022

7820 6657 6907



	<p>PERMANENT ACCOUNT NUMBER AJBPS5446C</p> <p>NAME SANJAY SARAF</p> <p>FATHER'S NAME BALKISHAN SARAF</p> <p>DATE OF BIRTH 09-03-1966</p> <p>DATE OF SIGNATURE <i>Sanjay Saraf</i></p>	
<p><i>Sanjay Saraf</i></p>		<p><i>Sanjay Saraf</i></p> <p>COMMISSIONER OF INCOME TAX, W.B. (I)</p>

Sanjay Saraf

इस कार्ड के लिये / किसे पास यह कार्ड जारी करने
 वाले अधिकारी को सूचित / दाखल कर में
 सहायक आयकर अधिकारी,
 407,
 चौरंगी चौराहा,
 कोलकाता - 700 089.

In case this card is lost/ found, kindly inform return to
 the issuing authority i
 Assistant Commissioner of Income-tax,
 407,
 Chouranganj Square,
 Calcutta- 700 089.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ

ভারত সরকার
Unique Identification Authority of India
Government of India

পরিচয়নং আই.ইউ. / Enrollment No. : 00494347000005

To
Sanjay Saraf
সঞ্জয় সারফ
S/O Balakrishnan Saraf
বিহারশানপুর
Pargana
Pargana, Pargana (Uda Desapur),
West Bengal - 731134
9013060754



KA491655645FM
49165504



আপনার আধার সংখ্যা / Your Aadhaar No. :

8283 9608 1656

আমার আধার, আমার পরিচয়



তথ্য

- আদার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অব্যাহত রক্ষণাবেক্ষণ দ্বারা সত্য করা হয়।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার ভবিষ্যতে সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারত সরকার
Government of India



সঞ্জয় সারফ
Sanjay Saraf
পিতা : লে. বালকৃষ্ণন সারফ
Father: Late Balakrishnan Saraf

জন্ম তারিখ / DOB: 05/03/1989
পুসক : Male

8283 9608 1656



আমার আধার, আমার পরিচয়



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
Unique Identification Authority of India

ঠিকানা: S/O বালকৃষ্ণন সারফ,
কৃষ্ণকান্ত সারফ, গিলা
শিবপুর, বাঘবাড়ী, পশ্চিম বঙ্গ,
731134

Address: S/O Balakrishnan Saraf,
Krishnakant Saraf, Gilara,
Gujarshampur, Pargana,
Uda Desapur, Pargana, West
Bengal-731134

8283 9608 1656



Sanjay Saraf

आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

SHANTA SARAF

BHAGWATI PRASAD CHIRANIA

01/01/1974

Panorama Account Number

CGMP54375G

Shanta Saraf

Signature



Shanta Saraf

यदि कार्ड में त्रुटि / त्रुटि हो तो कृपया सूचित करें / सूचित करें :
आयकर विभाग, नया दिल्ली
श्रीमती शान्ता, आकाश नगर
एनएच 48, दिल्ली-110028
फोन: 2611 0111

If there is error in card / error in card, please inform / inform to:
Income Tax Dept, New Delhi
Shri Shanta, Akash Nagar
NH 48, Delhi-110028
Phone: 2611 0111

Toll 24 Hr Helpline: 144-11111
e-mail: 144@delhi.nic.in

Shanta Saraf

जायकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

BIJAY CHOUDHARY
NANDALAL CHOUDHARY

27/11/1957
Permanent Account Number
AADD00991P

Bijay Choudhary
Signature

भारत सरकार
GOVT. OF INDIA

भारत सरकार
GOVT. OF INDIA



Bijay Choudhary



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
 ভারত সরকার
 Unique Identification Authority of India
 Government of India

স্বাক্ষর/সিআই: আই.ডি.এন. Enrolment No.: 1062/50045429437

To
 শান্তা সারফ
 Shanta Saraf
 ASHORE PALLY MOHONBATI
 Raiganj
 Raiganj
 Uttar Dinajpur
 West Bengal 733134



আপনার আধার সংখ্যা / Your Aadhaar No.
5481 5815 1529

আধার - সাধারণ মানুষের অধিকার



ভারত সরকার
 Government of India
 নাম: শান্তা সারফ
 Shanta Saraf
 পতি: সন্তো সারফ
 Husband: SANTO SARAF
 জন্ম: ১৯৮৭ Year of Birth: 1987
 মহিলা / Female



5481 5815 1529

আধার - সাধারণ মানুষের অধিকার

Santa saraf

তথ্য

- আধার পরিচয়ের প্রমাণ, নাগরিকত্বের প্রমাণ নয়।
- পরিচয়ের প্রমাণ অনলাইন প্রমাণীকরণ দ্বারা পাঠ করা হবে।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

- আধার সারা দেশে মান্য।
- আধার শুধুমাত্র সরকারী ও বেসরকারী পরিষেবা গ্রহণের সহায়ক হবে।
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.



ভারতীয় বিশিষ্ট পরিচয় প্রাধিকরণ
 Unique Identification Authority of India

ঠিকানা
 আশোক পল্লী, মোহন বাটী,
 রাইগঞ্জ, রাইগঞ্জ, উত্তরদিনাজপুর,
 পশ্চিমবঙ্গ, 733134

Address
 ASHORE PALLY MOHONBATI
 Raiganj, Raiganj, Uttar Dinajpur,
 West Bengal, 733134

5481 5815 1529



ভারত সরকার
Government of India



নাম : চন্দী
Name : Chandee
পিতা : হান্দাই চৌধুরী
Father : Handai Choudhury
জন্ম : ০৫/০৫/১৯৬৩
Age : Male



4207 3077 7493

আধার - সাধারণ মানুষের অধিকার

ভারত সরকার
Unique Identification Authority of India

পিকার
217 বারদান রোড, পিনিকডি,
পিনিকডি (পৌরসভা), পিনিকডি
জোড়, দাঙ্গা, গঙ্গা বার,
734005

Address
207 BURDWAN ROAD
PINIKODI, Burga (M. Corp),
Sikar Bazar, Durgam, West
Banga, 734005

4207 3077 7493


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Biswajit Mandal

SPECIMEN FORM FOR TEN FINGERPRINTS



Santa Sarnaif	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Sushila Sarwat	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger



Bijay Manojary	Left Hand	Little Finger	Ring Finger	Middle Finger	Fore Finger	Thumb
	Right Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger

Major Information of the Deed

Deed No :	I-1903-02158/2019	Date of Registration	17/05/2019
Query No / Year	1903-0000766085/2019	Office where deed is registered	
Query Date	16/05/2019 7:28:25 PM	A.R/A - III KOLKATA, District: Kolkata	
Applicant Name, Address & Other Details	BIJAY CHAUDHARY 267, BURDWAN ROAD, Thana: Saigun, District: Darjeeling, WEST BENGAL, PIN - 734005, Mobile No. 7001550479, Status: Buyer/Claimant		
Transaction	Additional Transaction:		
[0110] Sale, Development Agreement or Construction agreement	[4308] Other than Immovable Property, Agreement [No of Agreement: 2], [4311] Other than Immovable Property, Receipt [Rs 20,00,000/-]		
Set Forth value	Market Value		
	Rs. 2,45,38,342/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 40,021/- (Article 48(g))	Rs. 20,108/- (Article E, E, B, M(a), M(b), I)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assesment slip. (Urban area)		

Land Details :



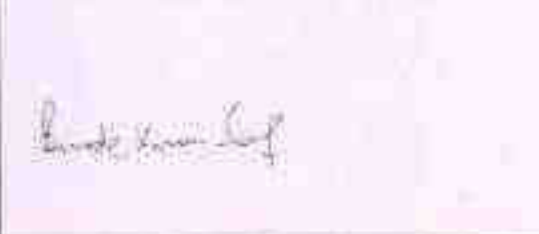


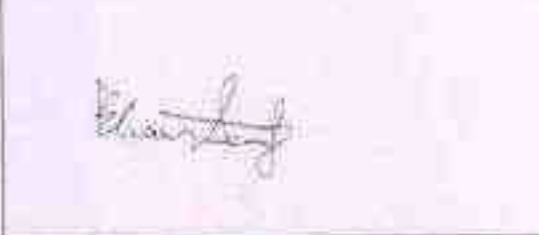


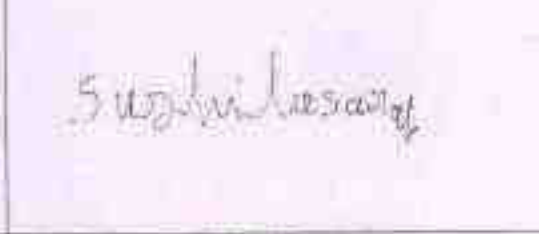
District: Uttar Dinajpur (P.S.: Raiganj), Municipality: RAIGANJ, Road: N S Road, Road Zone: (Siliguri More - Asha Taluk More) Mouza: Barua J No: 152, Pin Code: 742189

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-2894 (RS - 338)	LR-3186	Bastu	Bastu	18 Katha 1 Chatak 8 Sq Ft		2,28,88,342/-	Property is on Road Adjacent to Metal Road.
Grand Total :					31.4715Dec	0/-	228,88,342/-	



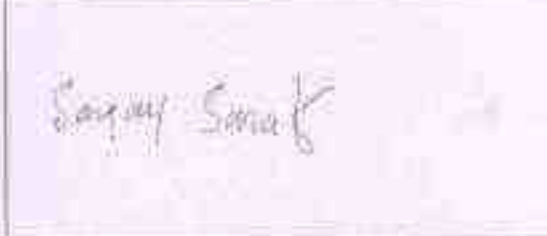


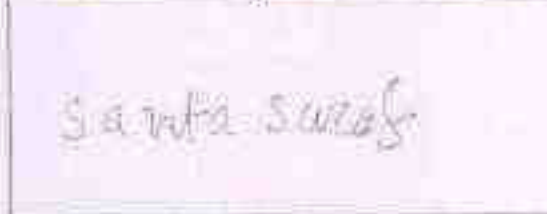
Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On land-L1	2200 Sq Ft.	0/-	16,50,000/-	Structure Type: Structure.
Gr. Floor, Area of floor: 2200 Sq Ft, Residential Use, Cemented Floor, Age of Structure: 0 Year, Roof Type: Pucca, Extent of Completion: Complete.					
Total :		2200 sq ft	0/-	16,50,000/-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name Mr Binode Kumar Saraf Son of Late Balkishan Saraf Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office	 17/05/2019	 L1 17/05/2019	 17/05/2019
	1, Jubilee Park, Block-3, Flat 3N, Tollygunge, P.O:- JADAVPUR, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AKWPS4778D, Status :Individual, Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office			
2	Name Mr Bikram Kumar Saraf Son of Mr. Binode Kumar Saraf Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office	 17/05/2019	 L9 17/05/2019	 17/05/2019
	1, Jubilee Park, Block-3, Flat 3N, Tollygunge, P.O:- JADAVPUR, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AVRPS68298, Status :Individual, Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office			
3	Name Smt Sushila Saraf Wife of Mr. Binode Kumar Saraf Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office	 17/05/2019	 L11 17/05/2019	 17/05/2019
	1, Jubilee Park, Block-3, Flat 3N, Tollygunge, P.O:- JADAVPUR, P.S:- Tollygunge, District:-South 24-Parganas, West Bengal, India, PIN - 700033 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: A3BPS5447D, Status :Individual, Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office			

Major Information of the Deed :- I-1903-02159/2019-17/05/2019

4	Name	Photo	Finger Print	Signature
	Mr Sanjay Saraf Son of Late Balkishan Saraf Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office			
		17/05/2019	LT 17/05/2019	17/05/2019
N.S.Road, Mohanbati, P.O:- Raiganj, P.S - Raiganj, District:-Uttar Dinajpur, West Bengal, India, PIN - 733134 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AJBPS5446C, Status :Individual, Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office				
5	Name	Photo	Finger Print	Signature
	Smt Shanta Saraf Wife of Mr Sanjay Saraf Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office			
		17/05/2019	LT 17/05/2019	17/05/2019
N.S.Road, Mohanbati, P.O:- Raiganj, P.S:- Raiganj, District:-Uttar Dinajpur, West Bengal, India, PIN - 733134 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: CQHP54275G, Status :Individual, Executed by: Self, Date of Execution: 17/05/2019 , Admitted by: Self, Date of Admission: 17/05/2019 ,Place : Office				

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	BALAJI DEVELOPERS 267, Burawan Road, Opposite Puafipa Villa, P O - Siliguri, P S - Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No. : AAUFB7241C, Status :Organization, Executed by: Representative
2	VRIDHI BARTER PRIVATE LIMITED 40/463/3, Babupara South, K.N Choudhury Road, P O - Siliguri, P S - Siliguri, District:-Darjeeling, West Bengal, India, PIN - 734005 , PAN No. : AACCY6490G, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> Mr BIJAY CHOUDHARY (Presentant) Son of Mr Nandlal Choudhary Date of Execution - 17/05/2019, , Admitted by: Self, Date of Admission: 17/05/2019, Place of Admission of Execution: Office </td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>May 17 2019 8:28PM</td> <td>LT 17/05/2019</td> <td>17/05/2019</td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	Mr BIJAY CHOUDHARY (Presentant) Son of Mr Nandlal Choudhary Date of Execution - 17/05/2019, , Admitted by: Self, Date of Admission: 17/05/2019, Place of Admission of Execution: Office					May 17 2019 8:28PM	LT 17/05/2019	17/05/2019
Name	Photo	Finger Print	Signature										
Mr BIJAY CHOUDHARY (Presentant) Son of Mr Nandlal Choudhary Date of Execution - 17/05/2019, , Admitted by: Self, Date of Admission: 17/05/2019, Place of Admission of Execution: Office													
	May 17 2019 8:28PM	LT 17/05/2019	17/05/2019										

Major Information of the Deed - I-1903-02158/2019-17/05/2019

267, Burdwan Road, P.O. - Siliguri, P.S. - Siliguri, District - Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACDPC0991P Status: Representative, Representative of: BALAJI DEVELOPERS (as partner)

2

Name	Photo	Finger Print	Signature
Mr BIJAY CHOUDHARY Son of Mr. Nandatal Choudhary Date of Execution - 17/05/2019, Admitted by: Self, Date of Admission: 17/05/2019, Place of Admission of Execution: Office			
	May 17, 2019 6:05PM	L1 17/05/2019	11/05/2019

267, Burdwan Road, P.O. - Siliguri, P.S. - Siliguri, District - Darjeeling, West Bengal, India, PIN - 734005, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACDPC0991P Status: Representative, Representative of: VRIDHI BARTER PRIVATE LIMITED (as Director)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr BISWAJIT MONDAL Son of Mr. DEB KUMAR MONDAL GOBINDAPUR, P.O. - GOBINDAPUR, P.S. - Shyampur, District - Howrah, West Bengal, India, PIN - 711314			
	17/05/2019	17/05/2019	17/05/2019

Identifier Of Mr. Binode Kumar Saraf, Mr. Bikram Kumar Saraf, Smt. Sushila Saraf, Mr. Sanjay Saraf, Smt. Shanta Saraf, Mr. BIJAY CHOUDHARY, Mr. BIJAY CHOUDHARY

Transfer of property for L1

Sl.No	From	To, with area (Name-Area)
1	Mr Binode Kumar Saraf	BALAJI DEVELOPERS-3.14715 Dec,VRIDHI BARTER PRIVATE LIMITED-3.14715 Dec
2	Mr Bikram Kumar Saraf	BALAJI DEVELOPERS-3.14715 Dec,VRIDHI BARTER PRIVATE LIMITED-3.14715 Dec
3	Smt Sushila Saraf	BALAJI DEVELOPERS-3.14715 Dec,VRIDHI BARTER PRIVATE LIMITED-3.14715 Dec
4	Mr Sarajay Saraf	BALAJI DEVELOPERS-3.14715 Dec,VRIDHI BARTER PRIVATE LIMITED-3.14715 Dec
5	Smt Shanta Saraf	BALAJI DEVELOPERS-3.14715 Dec,VRIDHI BARTER PRIVATE LIMITED-3.14715 Dec

Transfer of property for S1

Sl.No	From	To, with area (Name-Area)
1	Mr Binode Kumar Saraf	BALAJI DEVELOPERS-220.00000000 Sq Ft,VRIDHI BARTER PRIVATE LIMITED-220.00000000 Sq Ft
2	Mr Bikram Kumar Saraf	BALAJI DEVELOPERS-220.00000000 Sq Ft,VRIDHI BARTER PRIVATE LIMITED-220.00000000 Sq Ft
3	Smt Sushila Saraf	BALAJI DEVELOPERS-220.00000000 Sq Ft,VRIDHI BARTER PRIVATE LIMITED-220.00000000 Sq Ft
4	Mr Sarajay Saraf	BALAJI DEVELOPERS-220.00000000 Sq Ft,VRIDHI BARTER PRIVATE LIMITED-220.00000000 Sq Ft
5	Smt Shanta Saraf	BALAJI DEVELOPERS-220.00000000 Sq Ft,VRIDHI BARTER PRIVATE LIMITED-220.00000000 Sq Ft

Land Details as per Land Record

District: Uttar Dinajpur, P. S. - Raiganj, Municipality: RAIGANJ, Road: N S Road, Road Zone (Siliguri More - Ashe Talkies More), Mouza: Barua Ji No: 152, Pin Code: 742189

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No - 2894, LR Khatian No - 3185	Owner: बिनाय कुमार चंद्राक, Gurdian: मुकुंद राज बिनाय चंद्राक, Address: (आसलगाँव) ५९, ५९, ५९, Classification: ४९९, Area: 0.00030000 Acre	Mr Binode Kumar Saraf

Endorsement For Deed Number : I - 190302158 / 2019

On 17-05-2019

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 16:54 hrs on 17-05-2019, at the Office of the A.R.A. -III KOLKATA by Mr. BIJAY CHOUDHARY

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 2,45,38,342/-

Major Information of the Deed - I-1903-02158/2019-17/05/2019

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

Execution is admitted on 17/05/2019 by 1. Mr Binode Kumar Saraf, Son of Late Balkishan Saraf, 1, Jubilee Park, Block-3, Flat 3N,

Tollygunge, P.O: JADAVPUR, Thana: Tollygunge, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Business; 2. Mr Bikram Kumar Saraf, Son of Mr Binode Kumar Saraf, 1, Jubilee Park, Block-3, Flat 3N,

Tollygunge, P.O: JADAVPUR, Thana: Tollygunge, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession Business; 3. Smt Soshila Saraf, Wife of Mr Binode Kumar Saraf, 1, Jubilee Park, Block 3, Flat 3N

Tollygunge, P.O: JADAVPUR, Thana: Tollygunge, South 24-Parganas, WEST BENGAL, India, PIN - 700033, by caste Hindu, by Profession House wife; 4. Mr Sanjay Saraf, Son of Late Balkishan Saraf, N.S Road, Mohanbati, P.O: Raiganj, Thana: Raiganj, Uttar Dinajpur, WEST BENGAL, India, PIN - 733134, by caste Hindu, by Profession Business; 5. Smt Shanta Saraf, Wife of Mr Sanjay Saraf, N.S Road, Mohanbati, P.O: Raiganj, Thana: Raiganj, Uttar Dinajpur, WEST BENGAL, India, PIN - 733134, by caste Hindu, by Profession House wife

Identified by Mr BISWAJIT MONDAL, Son of Mr DEB KUMAR MONDAL, GOBINDAPUR, P.O: GOBINDAPUR, Thana: Shyampur, Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

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

Execution is admitted on 17-05-2019 by Mr BIJAY CHOUDHARY, Director, VRIDHI BARTER PRIVATE LIMITED (Private Limited Company), 40/483/3, Babupara South, K.N. Choudhury Road, P.O:- Siliguri, P.S:- Siliguri, District- Darjeeling, West Bengal, India, PIN - 734005

Identified by Mr BISWAJIT MONDAL, Son of Mr DEB KUMAR MONDAL, GOBINDAPUR, P.O: GOBINDAPUR, Thana: Shyampur, Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Execution is admitted on 17-05-2019 by Mr BIJAY CHOUDHARY, partner, BALAJI DEVELOPERS (Partnership Firm), 267, Burdwan Road, Opposite Pushpa Villa, P.O:- Siliguri, P.S:- Siliguri, District- Darjeeling, West Bengal, India, PIN - 734005

Identified by Mr BISWAJIT MONDAL, Son of Mr DEB KUMAR MONDAL, GOBINDAPUR, P.O: GOBINDAPUR, Thana: Shyampur, Howrah, WEST BENGAL, India, PIN - 711314, by caste Hindu, by profession Business

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 20,105/- (B = Rs.20,000/- E = Rs.21/- J = Rs 55/- M(a) = Rs 25/- M(b) = Rs 4/-) and Registration Fees paid by Cash Rs 0/-, by online = Rs 20,105/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/05/2019, 9:53AM with Govt. Ref. No: 192019200015347721 on 17-05-2019, Amount Rs: 20,105/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AB0CIZD4 on 17-05-2019, Head of Account 0030-03-104-001-16


Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,021/- and Stamp Duty paid by Stamp Rs 5,000/-, by online = Rs 35,021/-

Description of Stamp

1. Stamp, Type: Impressed, Serial no: 2359, Amount: Rs 5,000/-, Date of Purchase: 17/05/2019, Vendor name: Ranjita Pal

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 17/05/2019, 9:53AM with Govt. Ref. No: 192019200015347721 on 17-05-2019, Amount Rs: 35,021/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0AB0CIZD4 on 17-05-2019, Head of Account 0030-02-103-003-02


Probir Kumar Golder
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
Kolkata, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 1903-2019, Page from 89774 to 89906

being No 190302158 for the year 2019.



Digitally signed by PROBIR KUMAR
GOLDER
Date: 2019.05.22 16:58:47 +05:30
Reason: Digital Signing of Deed

(Probir Kumar Golder) 5/22/2019 4:58:34 PM
ADDITIONAL REGISTRAR OF ASSURANCE
OFFICE OF THE A.R.A. - III KOLKATA
West Bengal.

(This document is digitally signed.)

