

SL. No 1215 / 2023

I- 11921 2023



पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

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V.C - 189/2023

Chyngulini

17.15

10.05.23

Nirmala Devi Rathi

FOR M/S JHULEL BUILDERS
Partner

DEVELOPMENT AGREEMENT/ CONSTRUCTION AGREEMENT (Between the Land Owner and the Developer)

This Agreement is made on this
the 10th Day of MAY, TWO THOUSAND & TWENTY THREE.

189 2023

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CERTIFIED THAT THE SIGNATURE IS ADMITTED
TO BE THE SIGNATURE OF THE LAND OWNER AND
THE ENGINEER IS ADMITTED TO THIS
DOCUMENT AND THE PART OF THIS DOCUMENT

Chyngulini

ADIL KUTUB KHAN
SILIGURI

Contd. P/2

6/9

600-2
10/5/2023
12/5/2023

SL. NO. 55048 Date 23.3.2023
PURCHASER Jhulelal Builders
Full Address Babu Para, Siliguri
Total Value 1000/- One Thousand only
Stamp Purchased from JPG Treasury-1



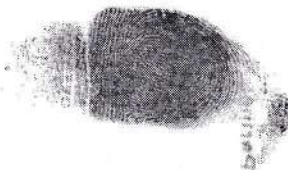
STAMP VENDOR
JAYA RANI DAS
Licence No.1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri

Nirmala Devi Rath



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Nirmala Devi Rath



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FOR M/S JHULELAL BUILDERS
Partner



TI
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Addl. Dist. Sub-Registrar
Siliguri-I, Dt. Darjeeling

10 MAY 2023

Dipak Rath
Sofia Mahanta P. Rath
Bachan Nag
Siliguri
PDSB Bachan Nag
Dist: Darjeeling

Nirmala Devi Rathi

FOR M/S. JHULELAL BUILDERS
Partner

BETWEEN

SMT. NIRMALA DEVI RATHI (PAN- ACXPR9581N), wife of Late Mahabir Prasad Rathi, Indian by Nationality, Hindu by Religion, Business by occupation, resident of Mallaguri More, Ward No.02, P.O. & P.S. Pradhan Nagar, Siliguri, Dist. Darjeeling, PIN-734003 in the State of West Bengal ----- herein after called the "**LAND OWNER/FIRST PARTY**" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his/her/their legal heirs, executors, successors, administrators, legal representatives and assigns) of the **ONE PART.**

AND

JHULELAL BUILDERS (PAN- AARFJ3674Q), an Indian Partnership Firm having its office at H.D. Villa, Sukanta Sarani, Babupara, Near Alu Choudhury More, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin No.734004 in the State of West Bengal represented by one of its Partners **SRI AMIT KUMAR MANDHYANI S/o Harpal Das Mandhyani**, Indian by Nationality, Hindu by Religion, Business by Occupation, resident of H.D. Villa, Sukanta Sarani, Babupara, Near Alu Choudhury More, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling, Pin No.734004 in the State of West Bengal - hereinafter called the "**DEVELOPER**" (Which expression shall mean and include unless excluded by or repugnant to the context its Partners, his/her/their legal heirs, successors, executors, representatives, administrators, and assigns) of the **SECOND PART.**

WHEREAS :

The owners/First party became the absolute owner of a land measuring :-

WHEREAS the LAND OWNER of these presents **SMT. NIRMALA DEVI RATHI**, became owner of a piece or parcel of land measuring **2 Kathas**, comprised in part of **R.S. Plot No. 219** recorded in **R.S. Khatian No. 2526** situated within Mouza -Siliguri, J.L. No. 110(88), Pargana - Baikunthapur, within Ward No.02 of Siliguri Municipal Corporation, P.S. Pradhan Nagar, Dist. Darjeeling, by virtue of Purchase from **Narendra Kumar Rathi S/o Late Jagdish Prasad Rathi**, vide registered Sale Deed being No. I-7360 for the year 1990, registered before the Office of Additional District Sub- Registrar Siliguri, Dist. Darjeeling.

Nirmala Devi Rath

FOR M/S JHULEL BUILDERS

partner

WHEREAS the LAND OWNER of these presents SMT. NIRMALA DEVI RATHI also became owner of a piece or parcel of land measuring 1 Katha, comprised in part of R.S. Plot No. 219 recorded in R.S. Khatian No. 2526 situated within Mouza –Siliguri, J.L. No. 110(88), Pargana – Baikunthapur, within Ward No.02 of Siliguri Municipal Corporation, P.S. Pradhan Nagar, Dist. Darjeeling, by virtue of Purchase from Narendra Kumar Rathi S/o Late Jagdish Prasad Rathi, vide registered Sale Deed being No. I-7359 for the year 1990, registered before the Office of Additional District Sub- Registrar Siliguri, Dist. Darjeeling.

WHEREAS the LAND OWNER of these presents SMT. NIRMALA DEVI RATHI also became owner of a piece or parcel of land measuring 2 Kathas 8 Chhataks, comprised in part of R.S. Plot No. 219 recorded in R.S. Khatian No. 2526 situated within Mouza –Siliguri, J.L. No. 110(88), Pargana – Baikunthapur, within Ward No.02 of Siliguri Municipal Corporation, P.S. Pradhan Nagar, Dist. Darjeeling, by virtue of Purchase from Narendra Kumar Rathi & Others, vide registered Sale Deed being No. I-1246, dated. 26/02/2003, registered before the Office of Additional District Sub- Registrar Siliguri, Dist. Darjeeling for the year 2003.

WHEREAS the LAND OWNER of these presents SMT. NIRMALA DEVI RATHI also became owner of a piece or parcel of land measuring 1 Katha 5 Chhataks, comprised in part of R.S. Plot No. 219 recorded in R.S. Khatian No. 2526 situated within Mouza –Siliguri, J.L. No. 110(88), Pargana – Baikunthapur, within Ward No.02 of Siliguri Municipal Corporation, Dist. Darjeeling, by virtue of Purchase from Ashok Kumar S/o Late Vishwanath Prasad @ Biswanath Prasad, vide registered Sale Deed being No. I-1134, dated. 29/05/2014, registered before the Office of Additional District Sub- Registrar Siliguri, Dist. Darjeeling for the year 2014. Said land has further been specifically allotted under specific boundaries to the said Owner vide Deed of Partition being No. I- 390, dated. 14/02/2019 registered before the Office of Additional District Sub- Registrar Siliguri, Dist. Darjeeling for the year 2019.

Said land measuring in TOTAL 6 KATHAS 13 CHHATAKS or 0.1126 ACRES is more fully and particularly described in the FIRST SCHEDULE hereunder written and hereinafter referred to as “ the said premises”. The aforesaid land has further been mutated/recorded in the name of the Owner under L.R. Khatian No. 7208, L.R. Plot No. 411 of Mouza- Siliguri Uttar Paschim, Dist. Darjeeling.

FOR M/S JHULELAL BUILDERS

Atty General
Partner

- However, with the elapse of time, both the parties hereof, under their mutual settlement and understanding have decided to make some changes in the Owner's Allocation as well as Developer's Allocation. Finally both the Parties have decided to execute a Revised DEVELOPMENT AGREEMENT as under :-

- B. The Owner/First Party hereby declares that the said premises is free from all encumbrances, charges, liens, lispendences, attachments or trust whatsoever or howsoever created.
- C. The , upon signing of this agreement , Building Plan shall be applied for and submitted for sanction by the Developer and all costs, charges and expenses in connection with preparation of the plan for construction of the building at the said premises, getting the same approved and / or sanctioned by the concerned authority and for completing the construction of the building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.
- D. Owner/First Party has agreed to grant an exclusive right of development of the said premises in favour of the Developer for the consideration and on the terms and condition stated hereinafter. The Developer shall be at liberty to appoint any contractor/s, if required, for the development of the said premises. And the Developer shall have also liberty to include any partner or financier on his part before or during the continuation of this project and if for the said purpose if any addition is required in this Agreement or a fresh Agreement is required to be executed in this respect without harming any interest of the Owner's part then the Owner shall comply with it.

Nirmala Devi Rathi.

FOR M/S JHULELAL BUILDERS
At 9/11/11
Partner

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties herein as follows:-

ARTICLE 1- DEFINITIONS

In this agreement, unless otherwise specifically mentioned:-

- 1.1 Owner shall mean the said SMT. NIRMALA DEVI RATHI, wife of Late Mahabir Prasad Rathi - the said person not only as owner but also as having whatsoever right, title or interest that he may have had or has as Executor, Legatee, trustee, Beneficiary or otherwise in respect of the said premises described in the first Schedule hereunder written and also his/her respective heirs, legal representatives, executors and assigns.
- 1.2 Premises shall mean all that the entirety of the said premises more fully and particularly described in the First Schedule hereunder written.
- 1.3 Building shall mean the building to be constructed at the said premises with a maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the concerned authority for the time being prevailing as per the plan or plans to be sanctioned by the concerned authority.
- 1.4 Unit shall mean the constructed area and/or space in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the building to be constructed at the said premises.
- 1.5 Super built-up area shall mean the total constructed area which will include corridors, stair cases, passage ways, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said premises.
- 1.6 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building to be constructed at the said premises.
- 1.7 Plan shall mean the plan or plans, elevation, design's drawings and specification of the buildings as has been sanctioned by the concerned authority including revised plan, modification or variation thereof which may be made from time to time.

Nimma Devi Rathi

FOR M/S JHULEAL BUILDERS
Partner

1.8 Saleable area shall mean the space or spaces in the new building available for independent use and occupation after making due provisions for common facilities and the space required there for.

1.9 Owner's Allocation shall be :-

OWNER'S ALLOCATION

G/FLOOR- PARKING MARK - B - 192.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK - C - 196.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK - D - 327.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK - F - 130.00 SQ. FT. (FLOOR AREA)

4th FLOOR- RESIDENTIAL FLAT- E - 706.00 SQ. FT. (FLOOR AREA)

1.10 Developer's Allocation :-

G/FLOOR- PARKING MARK - A - 408.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK - E - 221.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK - G - 120.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK - H - 120.00 SQ. FT. (FLOOR AREA)

1st FLOOR - COMMERCIAL AREA - 1157.48 SQ.FT. (FLOOR AREA)

1st FLOOR - COMMERCIAL AREA - 924.67 SQ.FT. (FLOOR AREA)

2nd FLOOR - COMMERCIAL AREA - 1394.52 SQ.FT. (FLOOR AREA)

2nd FLOOR- RESIDENTIAL FLAT- A - 1159.30 SQ. FT. (FLOOR AREA)

3rd FLOOR- RESIDENTIAL FLAT- B - 706.00 SQ. FT. (FLOOR AREA)

3rd FLOOR- RESIDENTIAL FLAT- C - 976.54 SQ. FT. (FLOOR AREA)

3rd FLOOR- RESIDENTIAL FLAT- D - 641.10 SQ. FT. (FLOOR AREA)

4th FLOOR- RESIDENTIAL FLAT- F - 976.54 SQ. FT. (FLOOR AREA)

4th FLOOR- RESIDENTIAL FLAT- G - 641.10 SQ. FT. (FLOOR AREA)

Nirmala Devi Rathu

FOR M/S JHULELAL BUILDERS
Partner

1.11 OTHER IMPORTANT POINTS TO BE NOTED :-

- (a) ONE UNAUTHORIZED SHOP IS ESTABLISHED IN FRONT OF SAID PROPERTY, WHICH IS TO BE REMOVED BY LAND OWNER AT HER OWN COST AND SHARES. IT WILL BE SOLELY THE RESPONSIBILITY OF THE OWNER TO REMOVE THE SAID FRONT ENCROACHMENT BY HER OWN COST.
- (b) ALL IN HOUSE MATERIALS & ASSETS AT PRESENT IN SAID LAND IS SOLELY LAND OWNER'S PROPERTY, WHICH WILL BE DISPOSED BY HER WITHIN THREE MONTHS AFTER EXECUTION OF THIS DEVELOPMENT AGREEMENT. THE OWNER SHALL PROVIDE A VACANT LAND TO THE DEVELOPER FREE FROM ALL ENCUMBRANCES.
- (c) IF DUE TO ANY NORMS OF THE BUILDING PLAN SANCTIONING AUTHORITY , ANY DEVIATIONS HAPPEN IN THE FINAL SANCTIONED PLAN THEN THE AREA ALLOTTED TO THE OWNER AND THE DEVELOPER SHALL BE ADJUSTED IN THE SAME PROPORTIONATE (Herein allotted).

ARTICLE II- COMMENCEMENT.

2.0 This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

ARTICLE III- OWNER'S RIGHTS & REPRESENTATIONS

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

3.2 Excepting the owner hereof , no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.

3.3 The said premises is free from all encumbrances, liens, lispendences , attachments, trusts, acquisitions and requisition whatsoever or howsoever.

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

Nirmala Devi Rath

FOR M/S JHULEL BUILDERS

A. J. Jhulel
Partner**ARTICLE IV- DEVELOPER'S RIGHTS**

- 4.1 The Owner does hereby grant, subject to the provision contained herein, exclusive right to the developer to build upon and to commercially exploit the said premises and constructing the multistoried building at the said premises in accordance with the plan to be sanctioned by the concerned authority.
- 4.2 All applications, plans as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at his own cost and shall be signed by the Owner and/or the Developer and submitted by the Developer at the Developer's own cost and expenses for sanction. However the Owner shall give her full co-operation by her signature or by her presence if so required at anytime during the project. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the concerned authority/office and other authorities shall be borne and made by the Developer **PROVED** HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.

ARTICLE V- CONSIDERATION

- 5.0 In consideration of the Owners' allowing the Developer to develop the said premises, the Developer shall allocate/provide spaces as per point 1.9 above as consideration against this Agreement.
- 5.1 Besides Owners' allocation, a sum of **Rs.1,00,00,000/- (Rupees One Crore)only** was also decided to be paid by the developer to the owner as decided in the previous Development Agreement being No. I - 3703, dated.16/12/2022, duly registered before the Office of A.D.S.R. Siliguri and registration fees for the same has also been paid thereupon. Out of which developer has already paid a sum of **Rs.50,00,000/- (Rupees Fifty Lakhs)only** to the Owner prior to the execution of previous Development Agreement and balance **Rs.50,00,000/- (Rupees Fifty Lakhs)only** will be paid by the Developer to the Owner within 6 Months after passing of plan from requisite authority.

ARTICLE VI- PROCEDURE

- 6.1 That on the day of execution of this Agreement, the Owner has given all her title deeds and other land related papers in Original to the Developer.
- 6.2 The owner shall grant a Power of Attorney in favour of the Developer (if so required by him) for obtaining necessary permission and/or sanctions from Different authorities in connection with the development of the new building at the Said premises and also for pursuing and following up the matter with the Siliguri

H/S

Nirmala Devi Rasthi

FOR M/S. JHULELAL BUILDERS

Partner

Municipal Corporation and other statutory authorities and for all other matter Concerning or related to the project of development which shall remain in force until completion of the project finally or till the validity of this agreement.

- 6.3 That the LUCC , Site Plan , Building plan shall be applied and submitted by the Developer by his own cost before the concerned authority on getting the vacant possession of the said land. The Owner , within a period of 3(Three) months or before from the signing of this agreement , shall vacate and hand over possession of the said property to the Developer free from all encumbrances.
- 6.4 That the Developer shall provide all that agreed constructed space to the Owner (Owner's Allocation) within a period of next 30 months (Thirty Months) from the date of final approval of the Building Plan from the concerned authority.
- 6.5 That the Developer shall provide all that agreed commercial premises to the Owner (Owner's Allocation) within a period of next 30 months (Thirty Months) from the date of getting the building plan duly sanctioned.

ARTICLE VII- SPACE ALLOCATION

7.1 The Developer shall upon completion of the construction of the new building, hand over the Owner the following unit :

OWNER'S ALLOCATION

G/FLOOR- PARKING MARK – B – 192.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK – C – 196.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK – D – 327.00 SQ. FT. (FLOOR AREA)
G/FLOOR- PARKING MARK – F – 130.00 SQ. FT. (FLOOR AREA)

4th FLOOR- RESIDENTIAL FLAT- E – 706.00 SQ. FT. (FLOOR AREA)

- 7.2 The balance of the entire constructed area shall go to the share of the Developer in consideration of its having constructed the said building at the said premises at its own costs and expenses. The allocation as aforesaid is made with mutual consent.
- 7.3 The Developer shall on completion of the new building put the Owners in undisputed possession of the Owners' Allocation together with all rights in common in the common portion and common facilities of the new building.

Nirmala Devi Ratho.

FOR M/S JHULELAL BUILDERS

Partner

- 7.4 Subject as aforesaid, the common portion of the said new building and open space shall belong to the Owner and Developer in proportion to their allocated area as aforesaid.
- 7.5 The Owner shall be exclusively entitled to the Owner's Allocation in the new building with exclusive right to transfer or to deal with or dispose of the same at any cost or price or consideration without any right, claim or interest whatsoever therein of the developer and the developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Owner's Allocation and/or with the possession thereof by its nominees/purchasers. The Owner shall have every right to enter into or execute an Agreement For sale with any intended Purchaser of her choice and she shall have also right to receive any amount of advance from the said Purchaser in lieu of the said Agreement. And the Developer shall be duty bound to sign & execute the said Agreement For sale and thereafter go to the registry office at the time of final registry and shall be bound to execute the Deed of Conveyance of all the units/flats of the Owner's Allocation.
- 7.6 The Developer shall be exclusively entitled to the developer's Allocation in the new building with exclusive right to transfer or to deal with or dispose of the same at any cost or price or consideration without any right, claim or interest whatsoever therein of the Owner and the owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation and/or with the possession thereof by its nominees/purchasers. The Developer shall have every right to enter into or execute an Agreement For sale with any intended Purchaser of his choice and he shall have also right to receive any amount of advance from the said Purchaser in lieu of the said Agreement. And the Owner shall be duty bound to sign & execute the said Agreement For sale and thereafter go to the registry office at the time of final registry and shall be bound to execute the Deed of Conveyance of all the units/flats of the Developer's Allocation. If so required by the Developer, the Owner shall also provide a registered Developer Power of Attorney in favour of the Developer, giving right to the Developer to dispose off the Developer's Allocation.

ARTICLE VIII- BUILDING

- 8.1 The Developer shall at its own costs, construct and complete the new building at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects and as set out in the Second Schedule hereunder written. The new building shall be constructed with the maximum possible coverage and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the concerned authority.

Nirmala Devi Ratha.

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Partner

8.2 Subject as aforesaid, the decision regarding the quality of the materials and the specification as stated in the Second Schedule hereunder shall be mutually taken by the parties hereto.

8.3 The Developer shall install and erect in the said building all facilities as are required to be provided in a multi-storied commercial building having self-contained units and constructed for sale of constructed areas therein on ownership basis and as mutually agreed to.

ARTICLE IX- COMMON FACILITIES

9.1 The Developer shall pay and bear all property taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owner to the Developer, till the date of the Owner receiving the Owner's Allocation as stated herein in the new building and thereafter the Developer and/or its nominee or transferees shall bear such taxed, fees, etc., in respect of the Developer's allocation only.

9.2 As soon as the new building is completed, the Developer shall give notice to the Owner requiring the Owner to take possession of the Owner's allocation in the building and after 15(fifteen) days from the date of service of such a notice and at all times thereafter, the Owner shall be exclusively responsible for payment of all property taxes, rates, duties, dues and other public outgoings and impositions whatsoever(hereinafter for the sake of brevity referred to as "the said rates") with effect from the date of delivery of possession of the said Owner's Allocation payable in respect of the said Owner's Allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if they are levied on the building as a whole.

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

Nirmala Devi Rath

FOR M/S JHULELAL BUILDERS

V. S. Jammur
Partner

9.4 The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said premises.

9.5 That the common electric infrastructure expenses for obtaining common and individual electric connection in proposed residential cum commercial building shall be incurred/borne by the owner/occupier of the respective flats/units of the building in proportionate manner/share.

ARTICLE X-COMMON RESTRICTIONS

10.1 The Owner's Allocation in the said building at the said premises shall be subject to the same restriction of transfer and use as are applicable to the Developer, Allocation in the new building intended for the common benefits of all occupiers of the new building which shall include the following.

10.2 The owner/Developer shall not use or permit to use the Owner's Allocation /Developer's Allocation in the said building or any portion thereof for carrying on any illegal and/or immoral trade or activity nor use thereof for any purpose which may cause any nuisance or hazard to the occupier of the new building.

10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.

10.4 Both the parties shall abide by all laws, by-laws, rules and regulations of the Government, Local Bodies and other statutory bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and/or breach of any said laws, by-laws, rules and regulations and/or procedures.

10.5 The respective allottees shall keep the interior and walls, drains, pipes and other fittings and fixtures and appurtenances and floors and ceilings in each of their respective allocation in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep the other occupiers of the new building properly and effectively indemnified from and against the consequences of any breach.

Nimla Devi Rathi

FOR MS. HULELAL BUILDERS
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Partner

- 10.6 The parties hereto shall not do or cause or permit to be done any act or thing which may render void or violable any insurance of the new building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from and against the consequence of any breach.
- 10.7 Neither party shall throw or accumulate any dirt, rubbish, waste or refuse or permit the same to be thrown or accumulated in or about the said building or in the compounds, corridors or any other portion or portions of the said building.

ARTICLE XI- OWNER'S OBLIGATION :

- 11.1 The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the new building at the said premise by the Developer.
- 11.2 The Owner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the said building.
- 11.3 The Owner hereby agrees and covenants with the Developer not to let out, Mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction. However, the Owner shall always have the right to enter into agreement for sale/transfer in respect of the Owner's Allocation. After the completion of the construction work and fulfillment of all the obligations under this agreement and/or any further agreement, the Owner shall be entitled to deal with or dispose of the portion of Owner's Allocation.

The Owner shall also execute all required documents , necessary for the Developer to construct a building on the below schedule land at the cost of the Developer.

ARTICLE XII- DEVELOPER'S OBLIGATION

- 12.0 The Developer hereby agrees and covenants with the Owner to complete the construction of the new building at the said premises in terms of the sanctioned plan within a period of 30(Thirty) months from the date of getting the building plan duly sanctioned. Such period shall however exclude any delay which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.

Nirmala Devi Rathu

FOR M/S JHULELAL BUILDERS

Partner

ARTICLE XIII- OWNER'S INDEMNITY

13.1 The owner hereby undertakes that the developer shall be entitled to the said construction and shall enjoy it allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

13.2 The Owner hereby undertakes to keep the Developer indemnified against all third party claims and action against the said premises in respect of the Owner's Allocation and Developer's Allocation at the said premises.

ARTICLE XIV- DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and action arising out of any sort of act or commission of the developer in or relating to or arising out of the construction of the said building at the said premises.

14.2 The Developer hereby undertakes to keep the Owner indemnified against all action, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

ARTICLE XV- MISCELLANEOUS

15.1 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership Between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto be deemed to have constituted an Association of Persons.

15.2 It is hereby understood that from time to time in order to facilitate the construction of the new building at the said premises by the developer, various deeds, matters and things not herein specified may be required to be done by the developer and for which the developer may need the authority of the Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein and the Owner hereby undertakes to do all such act, deeds, matters and things that may be reasonably required to be done in the matter and the Owner also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and

Nirmala Devi Rattin

FOR MIS JUHEAL BUILDERS
H. J. Jammal
partner

things do not in anyway infringe the right of the Owner and/or go against the spirit of this Agreement.

15.3 Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owner, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid registered Post with acknowledgement due to the office of the developer, the proper address in all cases being the respective addresses as reflected in this Agreement.

15.4 The Developer and the Owner shall mutually frame a scheme for the management and administration of the new residential cum commercial building at the said premises and/or common parts thereof. The Developer and the Owner hereby agree to abide by all the Rules and regulations of such Management/Society/Association/Holding Organization and hereby give their consent to abide by the same, as and when constituted.

15.5 As and from the date of completion of the said building, the Developer and/or its transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.

15.6 The entire roof/terrace of new building shall belong to all the occupants of the Flats including the Developer and Land Owner.

15.7 The Owner and the Developer shall mutually decide the name of the said building to be constructed at the said premises.

ARTICLE XVI- FORCE MAJEURE

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

16.2 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

37

Nirmala Dexi Rath

FOR M/S JHULEL BUILDERS
Partner**ARTICLE XVII- LEGAL PROCEEDINGS :-**

17.0 In case of any dispute, difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

17.1 In case of any dispute, difference or question arising between the parties (not solved under Arbitration) with regard to this Agreement, the parties to this agreement may further seek relief against each other under the law of Specific Performance of Contract.

ARTICLE XVIII- JURIDICITION

18.0 Courts at Siliguri/Darjeeling shall have jurisdiction to entertain try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

THE FIRST SCHEDULE ABOVE REFERED TO THE LAND , UPON WHICH THE CONSTRUCTION IS TO BE MADE :-

All that piece or parcel of land measuring **6 KATHAS 13 CHHATAKS or 0.1126 ACRES**, comprised in part of **R.S. Plot No. 219** recorded in **R.S. Khatian No. 2526** situated within **Mouza -Siliguri**, J.L. No. 110(88), Pargana - Baikunthapur , within Ward No.02 of Siliguri Municipal Corporation , bearing SMC Holding No.4/22 , 21/67/3/27 & 107/1/N , P.O. Pradhan Nagar , P.S. Pradhan Nagar , Dist. Darjeeling. **L.R. Khatian No. 7208 , L.R. Plot No. 411 of Mouza- Siliguri Uttar Paschim , Dist. Darjeeling**

The said land is being bound and butted as follows:

On the North : 23 ft wide Metal Road (Temple Street Road) ;
On the South : Land of Manindra Nath Roy (Roy Company) ;
On the East : Land of Smt. Bhagwani Devi & others ;
On the West : Hill Cart Road (Approx. 100 ft wide) .

Zone : Central Plaza to Patel Road

Nirmala Devi Rathi

FOR M/S. HULELAL BUILDERS
Partner**THE SECOND SCHEDULE REFEREED HEREINABOVE****(COMMON AREAS & FACILITIES OF THE BUILDING)**

1. Road and Pathways to be used as entrance to and exit from the building to the Road ;
2. Staircases and Landings on all floors;
3. Lift ;
4. Water Boaring ;
5. Water taps;
6. Drainage including rain water outlet;
7. Septic Tank and Soak Pit ;
8. Boundary Wall and Main Gate ;
9. Top Roof of the building ;
10. All vacant spaces of the Schedule "A" mentioned land ;
11. Common Lighting System , Security System for the Building ;
12. Generally all other parts of the property necessary or convenient to its existence , maintenance and safety or normally in common use.

THE THIRD SCHEDULE REFEREED HEREINABOVE**(SPECIFICATION OF CONSTRUCTION OF THE SHOP/OFFICE SPACE)**

- | | | |
|----------------|---|---------------------------------|
| 1) <u>Wall</u> | : | (i) Outer wall = 5" thick; |
| | | (ii) Inner wall= 5"thick. |
| 2) Door | : | Iron shutter with branded Lock; |
| 3) Window | : | Iron grilled Window. |

Nirmala Devi Rathni-

FOR M/S. JHULELAL BUILDERS
[Signature]
Partner

- 4) Doors & Window Fittings : Branded Aluminum/Steel Fittings.
- 5) Flooring : Ceramic tiles (24" X 24")
- 6) Inner wall : Plastering surface finished with lime puny and cement primer.
- 7) Toilet Wall : Ceramic tiles upto door height (approx).
- 8) Toilet : (i) I.S.I. approved Pan or Commode with flush;
(ii) Running Water Facility with Tap;
(iii) Electrical exhaust fan point in toilet.
(iv) wash basin in toilet.
- 9) Painting : Paints on timber and steel surface.
- 10) Electrification : Concealed wiring with Copper Wire and fittings (I.S.I. approved) maximum 35 electric point to be provided.
- 11) Water Supply : Suitable arrangement for water supply with necessary pipes and fittings/Separate Tank.

[Signature]

IN WITNESS WHEREOF the Parties hereof do hereby set and subscribe their hands in good health and conscious mind, on the day month and year as First above written.

WITNESSES:

1. Deepak Rathu
 So Late Mahadev, P. Rathu.
 Pradhan, Megad
 Siliguri
 P.O. Dr. Pradhan Megad
 Dist. Dooars.

2. Manoj Ray
 & O. Rajdeo Ray
 NTP Bhaktinagar, Raju
 Howli W/No-35
 Dist. Jalpaiguri, 734007
 P.O. Bhaktinagar

Nirmala Devi Rathu

**SIGNATURE OF THE
 OWENER (First Party)**

FOR M/S JHULELAL BUILDERS

A. J. Jammur
 Partner

**SIGNATURE OF THE
 DEVELOPER (Second Party)**

Drafted by me & Typed in my office in computer

Bipul Kumar Sharma

BIPUL KUMAR SHARMA
 (Advocate / Siliguri)
 Enroll. No. WB/1093/2000

Govt. of West Bengal
Directorate of Registration & Stamp
Revenue
GRIPS eChallan



192023240045761648

GRN Details

GRN:	192023240045761648	Payment Mode:	SBI Epay
GRN Date:	09/05/2023 18:21:41	Bank/Gateway:	SBIEpay Payment Gateway
BRN :	8991344272925	BRN Date:	09/05/2023 18:22:15
Gateway Ref ID:	231292765476	Method:	HDFC Retail Bank NB
GRIPS Payment ID:	090520232004576163	Payment Init. Date:	09/05/2023 18:21:41
Payment Status:	Successful	Payment Ref. No:	2001085649/1/2023

[Query No/**/Query Year]

Depositor Details

Depositor's Name:	Mr Bipul Kr Sharma
Address:	Siliguri
Mobile:	9800588195
Period From (dd/mm/yyyy):	09/05/2023
Period To (dd/mm/yyyy):	09/05/2023
Payment Ref ID:	2001085649/1/2023
Dept Ref ID/DRN:	2001085649/1/2023

Payment Details

Sl. No.	Payment Ref No	Head of A/C Description	Head of A/C	Amount (₹)
1	2001085649/1/2023	Property Registration- Stamp duty	0030-02-103-003-02	74020
2	2001085649/1/2023	Property Registration- Registration Fees	0030-03-104-001-16	21
Total				74041

IN WORDS: SEVENTY FOUR THOUSAND FORTY ONE ONLY.

EXECUTANT SHEET

(FINGER PRINTS SHEET OF LAND OWNER)

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 Nirmala Devi Rath	Left Hand					
	Right Hand					

Signature Nirmala Devi Rath

EXECUTANT SHEET

(FINGER PRINTS OF DEVELOPER)

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 A. J. Jomant	Left Hand					
	Right Hand					

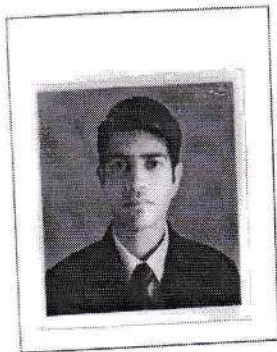
FORM/S JHULELAL BUILDERS

A. J. Jomant
Partner

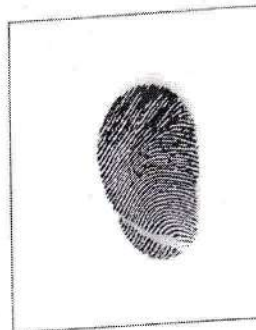
Signature

IDENTIFIER SHEET

PHOTO



THUMB IMPRESSION



Deepak Rethi
Signature



Government of West Bengal

Department of Finance (Revenue), Directorate of Registration and Stamp Revenue

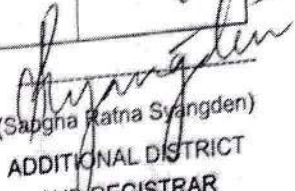
OFFICE OF THE A.D.S.R. SILIGURI, District Name :Darjeeling

Signature / LTI Sheet of Query No/Year 04022001085649/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Smt Nirmala Devi Rathi Mallaguri More, Block/Sector: Ward No.02, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003	Land Lord			Nirmala Devi Rathi
Sl No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
2	Shri Amit Kumar Mandhyani H. D. Villa, Block/Sector: Sukanta Sarani , Babupara, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004	Represent ative of Developer [JHULELA L BUILDER S]			FOR M/S JHULELA BUILDERS Amit Kumar Partner

Sl No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Shri Deepak Rathi Son of Late Mahabir Prasad Rathi Pradhan Nagar, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:- Darjeeling, West Bengal, India, PIN:- 734003	Smt Nirmala Devi Rathi, Shri Amit Kumar Mandhyani			


(Sapgha Ratna Syangden)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
SILIGURI
Darjeeling, West Bengal

Major Information of the Deed

No :	I-0402-01192/2023	Date of Registration	12/05/2023
Query No / Year	0402-2001085649/2023	Office where deed is registered	
Query Date	01/05/2023 11:40:36 AM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	Bipul Kumar Sharma Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 9800588195, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Set Forth value	Market Value		
Rs. 1/-	Rs. 8,58,37,496/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 75,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Darjeeling, P.S:- Pradhan Nagar, Municipality: SILIGURI MC, Road: H C ROAD, Road Zone : (Central Plaza -- Patel Road) , Mouza: Siliguri, , Ward No: 02 JI No: 88, Pin Code : 734003

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-219	RS-2526	Commercial use	Bastu	6 Katha 13 Chatak	1/-	8,58,37,496/-	Width of Approach Road: 100 Ft., Adjacent to Metal Road,
Grand Total :					11.2406Dec	1 /-	858,37,496 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Smt Nirmala Devi Rathi (Presentant) Wife of Late Mahabir Prasad Rathi Mallaguri More, Block/Sector: Ward No.02, City:- Siliguri Mc, P.O:- Pradhan Nagar, P.S:-Pradhan Nagar, District:-Darjeeling, West Bengal, India, PIN:- 734003 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.: ACxxxxx1N, Aadhaar No: 78xxxxxxx0996, Status :Individual, Executed by: Self, Date of Execution: 10/05/2023 , Admitted by: Self, Date of Admission: 10/05/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 10/05/2023 , Admitted by: Self, Date of Admission: 10/05/2023 ,Place : Pvt. Residence

per Details :

Name,Address,Photo,Finger print and Signature

JHULELAL BUILDERS

H. D. Villa, Block/Sector: Sukanta Sarani, Flat No: Babupara, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 , PAN No.: AAxxxxxx4Q,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No Name,Address,Photo,Finger print and Signature

1 Shri Amit Kumar Mandhyani

Son of Harpal Das Mandhyani H. D. Villa, Block/Sector: Sukanta Sarani , Babupara, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.: ADxxxxxx3H, Aadhaar No: 87xxxxxxxx4539 Status : Representative, Representative of : JHULELAL BUILDERS (as Partner)

Identifier Details :

Name Photo Finger Print Signature

Shri Deepak Rathi

Son of Late Mahabir Prasad Rathi
Pradhan Nagar, City:- Siliguri Mc, P.O:-
Pradhan Nagar, P.S:-Pradhan Nagar,
District:-Darjeeling, West Bengal, India,
PIN:- 734003

Identifier Of Smt Nirmala Devi Rathi, Shri Amit Kumar Mandhyani

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Smt Nirmala Devi Rathi	JHULELAL BUILDERS-11.2406 Dec

05-2023

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

Presented for registration at 17:15 hrs on 10-05-2023, at the Private residence by Smt Nirmala Devi Rathi
Executant.

Certificate of Market Value (WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 8,58,37,496/-

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

Execution is admitted on 10/05/2023 by Smt Nirmala Devi Rathi, Wife of Late Mahabir Prasad Rathi, Mallaguri More, Sector: Ward No.02, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by Profession Business

Indetified by Shri Deepak Rathi, , , Son of Late Mahabir Prasad Rathi, Pradhan Nagar, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business

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

Execution is admitted on 10-05-2023 by Shri Amit Kumar Mandhyani, Partner, JHULELAL BUILDERS (Partnership Firm), H. D. Villa, Block/Sector: Sukanta Sarani, Flat No: Babupara, City:- Siliguri Mc, P.O:- Siliguri Town, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004

Indetified by Shri Deepak Rathi, , , Son of Late Mahabir Prasad Rathi, Pradhan Nagar, P.O: Pradhan Nagar, Thana: Pradhan Nagar, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734003, by caste Hindu, by profession Business



Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

On 12-05-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 21.00/- (E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 21/-
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/05/2023 6:22PM with Govt. Ref. No: 192023240045761648 on 09-05-2023, Amount Rs: 21/-, Bank: SBI
EPay (SBIPay), Ref. No. 8991344272925 on 09-05-2023, Head of Account 0030-03-104-001-16

Stamp Duty

that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 75,020/-, by online = Rs 74,020/-

Description of Stamp

Stamp: Type: Impressed, Serial no 55048, Amount: Rs.1,000.00/-, Date of Purchase: 23/03/2023, Vendor name: J R

Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 09/05/2023 6:22PM with Govt. Ref. No: 192023240045761648 on 09-05-2023, Amount Rs: 74,020/-, Bank:
SBI EPay (SBIPay), Ref. No. 8991344272925 on 09-05-2023, Head of Account 0030-02-103-003-02

Syngden

Sangha Ratna Syangden
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
Darjeeling, West Bengal

of Registration under section 60 and Rule 69.
Registered in Book - I
Volume number 0402-2023, Page from 35208 to 35238
being No 040201192 for the year 2023.



Syangden

Digitally signed by SANGHA RATNA
SYANGDEN
Date: 2023.05.16 15:35:20 +05:30
Reason: Digital Signing of Deed.

(Sangha Ratna Syangden) 2023/05/16 03:35:20 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
West Bengal.

(This document is digitally signed.)