

পশ্চিমবঙ্গ पश्चिम बंगाल WEST BENGAL

H 972221

1458. 31-5-27

Q 200 1139280/27

Certified that the Document is admitted to Registration and the Signature Sheet and the Endorsement Sheet attached to this Document are part of this Coument

> Addl. District Sub-Registrar Bhakti Nagar, Jelpaiguri

> > 3 1 MAY 2023



DEVELOPMENT AGREEMENT

Contd....P/2

A ON Judicial Stamp 1 No. 2860 Day 30/05/23

Sold Bhumi Builders

OF Hill Cord food 1 5:11: gurd

RE 5000 - Repres Five Houseand wh

- Johankar Ghosh Sump Vendor Siligum Court L, No. 175 / RM



Addl. Dist Sub-Registation.

ESOS YAM I E



THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 31 LE DAY OF THE MONTH OF MAY, 2023.

BETWEEN

SRI TAPAN MAJUMDAR [PAN – AJJPM1243M, Aadhaar No.7824 1625 9765], Son of Sri Shankar Majumdar, Indian by Nationality, Hindu by religion, Business by occupation, resident of Meghnath Sarani, Lake Town, Ward No.33 of Siliguri Municipal Corporation, P.O. Bhaktinagar, P.S. New Jalpaiguri, Dist. Jalpaiguri, PIN – 734007, in the State of West Bengal – hereinafter referred to and called as the "FIRST PARTY / LAND OWNER" (which expression shall mean and include, unless excluded by or repugnant to the context his heirs, successors, executors, administrators, legal representatives and assigns) of the ONE PART.

AND

"BHUMI BUILDERS" [PAN – AJJPM1243M], a Proprietorship Firm having its registered office at Venus More, Hill Cart Road, Joymoni Bhawan, Ground Floor, Siliguri, P.O. Siliguri, P.S. Siliguri, Dist. Darjeeling, PIN – 734001, in the State of West Bengal, represented by its Proprietor SRI TAPAN MAJUMDAR [PAN – AJJPM1243M, Aadhaar No.7824 1625 9765], Son of Sri Shankar Majumdar, Indian by Nationality, Hindu by religion, Business by occupation, resident of Meghnath Sarani, Lake Town, Ward No.33 of Siliguri Municipal Corporation, P.O. Bhaktinagar, P.S. New Jalpaiguri, Dist. Jalpaiguri, PIN – 734007, in the State of West Bengal – hereinafter called the "SECOND PARTY / DEVELOPER" (which expression shall mean and include, unless excluded by or repugnant to the context its successors, executors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS the abovenamed First Party purchased a plot of land measuring 7.995 Decimals, recorded in R.S. Khatian No.399, corresponding to L.R. Khatian No.429, in R.S. Plot No.174/1133, corresponding to L.R. Plot No.1/365, situated in Mouza — Dabgram, J.L. No.2, Sheet No.15 (R.S.), 152 (L.R.), Pargana — Baikunthapur,

The work of the same

Joyan Mayontay

under Ward No.33 of Siliguri Municipal Corporation, P.S. Bhaktinagar now New Jalpaiguri, Dist. Jalpaiguri, by virtue of a registered Deed of Sale being No.1-5629, dated 14-08-2018 and finally on 23-08-2018, recorded in Book No.1, Volume No.0711-2018, at Pages — 133573 to 133595, registered in the Office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by one Sri Deboprotim Sen, Son of Late Dilip Kumar Sen, resident of 63/273, Sadhak Ramprasad Sarani, Near Indoor Stadium, Deshbandhupara, P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling having permanent, heritable and transferable right, title and interest therein free from all encumbrance and charges whatsoever.

AND WHEREAS the abovenamed First Party purchased another plot of land measuring 3 Kathas, recorded in R.S. Khatian No.399, corresponding to L.R. Khatian No.418, in R.S. Plot No.174/1133, corresponding to L.R. Plot No.1/365, situated in Mouza - Dabgram, J.L. No.2, Sheet No.15 (R.S.), 152 (L.R.), Pargana - Baikunthapur, under Ward No.33 of Siliguri Municipal Corporation, P.S. Bhaktinagar now New Jalpaiguri, Dist. Jalpaiguri, by virtue of a registered Deed of Sale being No.I-5748, dated 20-08-2018 and finally on 27-08-2018, recorded in Book No.I, Volume No.0711-2018, at Pages - 134912 to 134934, registered in the Office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by one Sri Debashis Roy, Son of Late Naresh Chandra Roy, resident of Deshbandhupara, Ward No.33 of S.M.C., P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling having permanent, heritable and transferable right, title and interest therein free from all encumbrance and charges whatsoever.

AND WHEREAS the abovenamed First Party purchased another plot of land measuring 2.21 Kathas with single storied pucca residential building measuring 400 Sq.ft., recorded in R.S. Khatian No.399, in R.S. Plot No.174/1133, corresponding to L.R. Plot No.1/365, situated in Mouza — Dabgram, J.L. No.2, R.S. Sheet No.15 (R.S.), 152 (L.R.), Pargana — Baikunthapur, under Ward No.33 of Siliguri Municipal Corporation, P.S. Bhaktinagar now New Jalpaiguri, Dist. Jalpaiguri,

Jaysan Mazinday

by virtue of a registered Deed of Sale being No.I-1126, dated 01-02-2019 and finally on 25-02-2019, recorded in Book No.I, Volume No.0711-2019, at Pages – 28298 to 28319, registered in the Office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by one Sri Debashis Roy, Son of Late Naresh Chandra Roy, resident of Deshbandhupara, Ward No.33 of S.M.C., P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling having permanent, heritable and transferable right, title and interest therein free from all encumbrance and charges whatsoever.

AND WHEREAS the abovenamed First Party purchased another plot of land measuring 2 Kathas 10 Chhataks 29 Sq.ft., recorded in R.S. Khatian No.399, in R.S. Plot No.174/1133, corresponding to L.R. Plot No.1/365, situated in Mouza – Dabgram, J.L. No.2, R.S. Sheet No.15 (R.S.), 152 (L.R.), Pargana – Baikunthapur, under Ward No.33 of Siliguri Municipal Corporation, P.S. Bhaktinagar now New Jalpaiguri, Dist. Jalpaiguri, by virtue of a registered Deed of Sale being No.I-1127, dated 01-02-2019 and finally on 25-02-2019, recorded in Book No.I, Volume No.0711-2019, at Pages – 28274 to 28297, registered in the Office of the Additional District Sub-Registrar Bhaktinagar, Dist. Jalpaiguri, executed by one Sri Debashis Roy, Son of Late Naresh Chandra Roy, resident of Deshbandhupara, Ward No.33 of S.M.C., P.O. Siliguri Town, P.S. Siliguri, Dist. Darjeeling having permanent, heritable and transferable right, title and interest therein free from all encumbrance and charges whatsoever.

AND WHEREAS thereafter the above mentioned land has been recorded in the name of the First Party in the R.O.R. in the Office of the B.L. & L.R.O. Rajganj, Dist. Jalpaiguri and a L.R. Khatian, L.R. Plot and L.R. Sheet has been opened in his name by a L.R. Khatian No.476, L.R. Plot No.1/365, L.R. Sheet No.152 – area measuring 0.21 Acre and thereafter the said land has been converted in the Office of the S.D. & L.R.O. Jalpaiguri Sadar vide Case No.CN/2023/0701/310, Memo No.614/SDLRO(S)/Jal/2023, dated 20-04-2023, Danga to Bastu.

Jopan Meyonder

AND WHEREAS the First Party is now desirous of constructing a multistoried building on his aforesaid land measuring 7.995 Decimals from Deed No.I-5629, dated 14-08-2018 and finally on 23-08-2018 and 2.4999 Decimals from Deed No.I-5748, dated 20-08-2018 and finally on 27-08-2018 i.e. total land measuring 10.4949 Decimals but is unable to construct the said multistoried building due to lack of funds, experiences, expertise energy and preoccupations.

AND WHEREAS the Second Party is a bonafide Developer / Promoter/ Contractor / Builder having experience in designing and construction and adequate resources of finance in construction of multi storied building and has got standing goodwill and reputation.

AND WHEREAS the First Party having come to know about the credential of the Second Party, the First Party approaches the Second Party to construct a G+3 Storied Building on the land as above referred and fully described in the Schedule – "A" given in consideration of allocation as mentioned herein to be constructed on the basis of the map approved by the competent authority or as to be mutually agreed upon by both the parties taking into account or consideration the maximum utility of the land. The Second party shall do all such construction from its own resources, efforts and endeavors and shall recover the investment cost by selling the construction blocks / building / utility areas / common spaces on ownership basis to the intending buyer / purchasers / company's / organizations / co-operatives and / or as deemed fit in respect of its allocation as mentioned herein.

AND WHEREAS the Second Party hereof has accepted the offer of the First Party and has agreed to construct a G+3 Storied building on and over the "A" schedule land.

AND WHEREAS in consideration of the aforesaid offer and the acceptance by the parties and to avoid future disputes and misunderstandings the parties hereby mutually agree to the following terms and conditions appearing hereunder: -



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

ARTICLE - I, DEFINATIONS

- OWNER / LAND OWNER: shall mean : SRI TAPAN MAJUMDAR and his successors in interest and his assigns.
- DEVELOPER: shall mean; BHUMI BUILDERS, a Proprietorship Firm and its successors in interest and its assigns.
- 3. **BUILDING**: shall mean the G+3 Storied Building to be constructed on the below Schedule "A" land in accordance with the plan prepared and sanctioned by the appropriate authority concerned.
- 4. COMMON FACILITIES AND AMENITIES: shall mean corridors, stairways, Passage ways approach roads provided by the Developer, overhead tank, water pump, and motor and other facilities which may mutually be agreed upon; between the parties and required for the establishment, location enjoyment maintenances and / or management of the building.
- SALEABLE SPACE: shall mean the space in the building available for independent use and occupation after making the provisions for common facilities as aforesaid and for space required for parking space.
- 6. LAND OWNER'S ALLOCATION: shall mean that the Owner / First Party shall get one number of Covered Garage measuring about 390 Sq.ft. at Ground Floor (the measurements of which includes proportionate share in the stairs and super built up area) as more fully described in the Schedule "B" below of the G+3 storied building to be



constructed on "A" Schedule land out of the total saleable sanctioned area with the undivided proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building. Further more the Developer shall also pay the Land Owner / First Party total amount of Rs.72,25,000/- (Rupees Seventy Two Lakhs Twenty Five Thousand) only after registration of flats.

- 7. **DEVELOPER'S ALLOCATION**: shall mean the rest of the area as more fully described in the Schedule "C" below in the said premises together with the proportionate right, title interest in the land attributed to the said areas and in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building after providing for Land Owner's allocation.
- 8. **ARCHITECT:** shall mean the person or persons who may be appointed by the Developer for designing and planning of the said building.

ARTICLE - II, LAND OWNER'S REPRESENTATION

- That the Land Owner is absolutely seized and possessed of or otherwise well and sufficiently entitled to all that the aforesaid landed property free from all encumbrances attachment and liens whatsoever.
- That the Land Owner declare that the land as mentioned in the Schedule - "A" below is hold by the Land Owner and has not been surrendered or forfeited and that there exist no dispute, change, mortgage, attachment or any other encumbrances whatsoever on the premises hereby transferred or expressed or intended so to be or any part thereof at the date of these presents.

- That the Land Owner shall handover the possession of the "A" schedule land to the Developer hereof on the date of execution and registration of this Indenture.
- 4. That the Land Owner further declares that they have not entered into any binding contract with any other person whatsoever to sale or to transfer otherwise said land conveyed by these presents or intended so to be or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the aforesaid land or any part thereof at the date of these presents.
- The said land is not vested under the Urban Land (Ceiling and Regulation) Act, 1976.

ARTICLE - III, DEVELOPER'S RIGHT

- 1. That the Land Owner hereby grant subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said building comprising the various sizes of flats and parkings to public for his residential purpose by entering into agreements for sell and / or transfer and / or construction in respect of the Developer's Allocation only in accordance with the plan sanctioned by the appropriate authorities with of without amendment and / or modification made or caused by the Developer with the approval of the Land Owner at its own costs.
- That the Developer shall be entitled to modify or alter the plan with approval of the Land Owner and to submit the same to the appropriate authorities in the names of the Land Owner.
- That if their exists any old structure in the "A" schedule land then the Land Owner shall also handover the same to the Developer and the Developer will only be entitled to the vacant peaceful "A" schedule land.



4. Nothing in these presents shall be constructed as a demised or assignment or transfer by the Land Owner of said land or any part thereof to the Developer or as creating any right, title or interest in respect thereof in favour of the Developer other than an exclusive license to the Developer and to sell the flats and parkings in the said premises in terms hereof and to deal with the Developer's Allocation in building to be constructed thereon in the manner and subject to the terms hereinafter stated.

ARTICLE - IV, APARTMENT

- That in consideration of Land Owner's allocation, the Land Owner having agreed to permit the Developer to develop the multistoried building and sale of the Developer's Allocation of the G+3 storied building to be constructed on "A" schedule land out of the total saleable sanctioned area with the undivided proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.
- 2. That the Developer agrees to complete the building in the said land as follows: -
 - At its own costs shall obtain all necessary permissions and / or approvals and / or consents.
 - b) To pay costs of supervision of the development and construction of the building.
 - To bear all costs, charges and expenses for construction of the building.



d) In sale proceeds the Developer shall have complete share out of total sanctioned area subject to Developer's Allocation of the proposed building to be constructed on the land of the Land Owner as aforesaid with undivided proportionate right, title, interest in the land.

ARTICLE - V, LAND OWNER'S ALLOCATION

- 1. LAND OWNER'S ALLOCATION: shall mean that the Owner / First Party shall get one number of Covered Garage measuring about 390 Sq.ft. at Ground Floor (the measurements of which includes proportionate share in the stairs and super built up area) as more fully described in the Schedule "B" below of the G+3 storied building to be constructed on "A" schedule land out of the total saleable sanctioned area with the undivided proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.
- That the Developer shall also construct, erect and complete at its own costs the entire common facilities and amenities for the said building by using good quality materials which will be specified for construction purpose.
- 3. That the Developer shall have no right, title and interest whatsoever in the Land Owner's allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the Land Owner.
- 4. That the Developer shall have no right or claim for payment or reimbursement of any costs, expenses or charges incurred towards construction of the Land Owner's allocation and of the undivided proportionate share in common facilities and amenities.



ARTICLE - VI, DEVELOPER'S ALLOCATION

- That in consideration of the above the Developer shall be 1. entitled to the Developer's Allocation i.e. other than the Land Owner's allocation of the saleable space in the building to be constructed at below Schedule - "A" land, as more fully described in Schedule - "C" below, together with the proportionate undivided share in the common facilities and amenities including the right to use thereof to be available at the said premises upon construction of the said building after providing for the Land Owner's allocation and the Developer shall be entitled to enter into agreement for sell and transfer by its own name to any transferees for their residential purpose and to receive and collect all money in respect thereof which shall absolutely belong to the Developer and it is hereto expressly agreed by and between the parties hereto that for the purpose of entering into such agreement it shall not be obligatory on the part of the Developer to obtain any further consent of the Land Owner and this agreement by itself shall be treated as consent by the Land Owner and comply with all other obligation of the Developer to the Land Owner under this agreement.
- 2. That the Land Owner hereof shall have no right, title and interest whatsoever in the Developer's Allocation and undivided proportionate share pertaining thereof in the land in common facilities and amenities, which shall solely and exclusively belong and continue to belong to the Developer.

THE DEVELOPER'S OBLIGATION

1. That the Developer shall complete the construction work within 3 (Three) Years from the date of starting the construction and development work. It is however provided that in case of force majeure which includes delaying



completion of the construction for any reason beyond the control of the Developer hereof viz. non-availability of any building material, act of war or enemy action or natural calamities or act of God or a result of any notice, order, rule, notification or order of the court or pandemic or lockdown or any other reason beyond the control of the Developer or due to any restriction / prohibition imposed by the government. In any of the aforesaid events the Developer shall be entitled to get a reasonable extension of time and the Land Owner shall have no right to claim any compensation of delay.

- 2. That the Developer shall upon completion shall handover Land Owner's allocation to the Land Owner one number of Covered Garage measuring about 390 Sq.ft. at Ground Floor (the measurements of which includes proportionate share in the stairs and super built up area) as more fully described in the Schedule "B" below of the G+3 storied building as more fully described in the Schedule "B" below to be constructed on "A" schedule land and the allocation of the Developer will be the rest of the saleable area in the building as per the building plan sanctioned by the Siliguri Municipal Corporation.
- 3. That the Developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulation and bye law of the S.M.C. and in conformity with the sanctioned plan as aforesaid.
- 4. That the Land Owner and the Developer shall be entitled absolutely to their respective spaces and areas and shall be at liberty to deal therewith in any manner they deem fit and proper subject to however the general restrictions for mutual advantage inherent in the ownership flat and parking, etc. They will also be at liberty to enter into agreement for sale of their respective allotted areas and receive the full consideration for their respective areas as mentioned herein.



- 5. That if so required by the Developer, the Land Owner will join and / or cause with persons as may be necessary to join in any documents, conveyance and / or any other documents or transfer that the Developer may enter into with any person who desire to acquire units comprised in the Developer's area and similarly the Developer shall join in respect of the Land Owner's area.
- That the Developer shall indemnify and keep the Land Owner 6. saved harmless and indemnified in respect of any loss, damage costs, claims, charges and proceeding that may arise in pursuance hereto including all claims or demand that may be made due to anything done by the Developer during construction of the building, including claims by the owner/s of adjoining properties, for damage to their buildings, all claims and demand of the suppliers, contractors, workmen and agents of the Developer on any account whatsoever, including any accident or other loss, any demand and / or claim made by the owners of the Developer's area and any action taken by the corporation and / or any other authority for any illegal or faulty construction or otherwise of the building and the Developer shall also indemnify and keep the Land Owner indemnified in respect of all costs, expenses, damages, liabilities, claims and / or proceedings arising out of any act done by the Developer, in pursuance of the authorities granted as aforesaid.
- That all- documentation and plan with all relevant legal cost to be borne by the Developer which will be excluded from Land Owner entity.

ARTICLE - VII, POWER OF ATTORNEY

 That the Land Owner shall sign, execute and register one General Power of Attorney in favour of the Developer and / or its nominee or nominees for (a) compliance of the obligations



on the part of the Developer to be observed, fulfilled and performed hereunder, (b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the Developer hereunder (including those relating to sale, conveyance or otherwise transfer the sale proceeds) subject to the terms and conditions of this agreement.

- That in case of death of the Land Owner, then in that event their respective successors / heirs will remain bound to execute sign, execute and register one General Power of Attorney in favour of the Developer as aforesaid authorising the same power in favour of the Developer.
- That it is further understood that to facilitate the construction of the new building by the Developer various deeds, matters and things not herein specified may be required to be borne by the Developer and for which the Developer may need the authority of the Land Owner and various applications and other documents may be required to be signed or made by the Land Owner from time to time relating to which specific provisions may not have been mentioned herein and the Land Owner hereby agrees to do at the costs and expenses of the Developer all such acts, deeds, matters and things and execute such application, papers and such further / additional power of attorney and / or authorization as may be required by the Developer.
- 4. By virtue of the powers and authorities granted by the Land Owner in pursuance hereof from time to time, the Developer shall not do any such acts, deeds, matters and things whereby the rights of the Land Owner hereunder or otherwise is affected and / or which go against the spirit of this agreement, it is expressly agreed that the Land Owner shall not be absolved of any of their obligations hereunder notwithstanding the power or authority being granted by it to the Developer or its nominee or nominees in that regard.



ARTICLE - VIII, CONSTRUCTION

- 1. That the Developer shall be solely and exclusively responsible for construction of the said building.
- That the Developer shall complete the construction work within 3 (Three) Years from the date of starting the construction and development work, subject to force majeure as stated above.

ARTICLE - IX, SPACE ALLOCATION

- Subject as aforesaid the Land Owner shall be exclusively entitled to the Land Owner's allocation and undivided proportionate right, title and interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building and the Developer shall not in any way interfere with or disturb the quiet and peaceful possession of the Land Owner's allocation.
- 2. That the Developer shall be exclusively entitled to the Developer's Allocation in the building with exclusive right to obtain transfer from the Land Owner and to transfer or otherwise deal with or dispose of the same without any right claim or interest therein whatsoever of the Land Owner and the Land Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

ARTICLE - X, BUILDING

 That the said building to be constructed thereon shall be completed within the period of 3 (Three) years from the date of starting the construction and development work as mentioned herein.



- 2. That the Developer shall at its own cost construct, erect and complete the building and common facilities and amenities at the said premises in accordance with the plan sanctioned by the appropriate authorities and also with good and standard materials as may be specified by the architect from time to time.
- Subject to as aforesaid the decision of the architect regarding the quality of the materials shall be final and binding on the parties hereto. The Land Owner may inspect the site during the construction period and may indicate any variation and / or regarding quality of material if it is poor.
- 4. That the Developer shall erect in the said building at its own costs as per specification and drawings provided by the architect, pump, tube well, water storage tanks, overhead tank, septic tank, electrifications and other facilities as are required to be provided in the said building.
- 5. That the Developer shall be authorized in the name of the Land Owner in so far as the necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building materials allocated to the Land Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connection of water, electricity power, drainage, sewerage to the building and other inputs and facilities required for the construction or enjoyment of the building for which purpose the Land Owner shall execute in favour of the Developer a Power of Attorney as shall be required by the Developer without incurring any liability to the Land Owner.
- That the Developer shall at its own cost and expenses construct and complete the building and various units and / or apartments in accordance with the building plan and amendments thereto or modification thereof made or caused to be made by the Developer.



- That the Developer shall upon disposal of its allocation to the different intending persons shall handover Land Owner's allocation to the Land Owner.
- 8. That all the flat owners shall proportionately bear the transformer costs and installation charges to be installed in the said building. Moreover the flat owners shall also obtain his/her/their own independent electric connection/s from the W.B.S.E.D.C.L. Siliguri for his/her/their electric requirements at his/her/their own costs and liability.
- That the DEVELOPER shall have all the right, title and interest over the roof top and shall use the same in any manner whatsoever.
- That if municipal corporation permits truss (shade) over the roof then all the flat owners shall proportionately bear the cost of making and installing the truss over the roof.
- 11. All the disputes relating to the construction of the said building and the residential flats thereon shall be settled by the Developer.
- 12. All costs, charges and expenses including architect fees shall be paid, discharged and borne by the Developer and the Land Owner shall have no liability in this context.

ARTICLE - XI, COMMON PROVISIONS

1. That the Developer shall pay and bear the property taxes and other dues and outgoing of the said bail ding according to dues as and from the date of this agreement till the building is fully constructed. Thereafter respective purchaser of flats, parkings shall bear the same proportionately.



As and from the date of service of letter of possession in 2. respect of the new building / construction, the Land Owner and the Developer shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building payable in respect of both land Owner's and Developer's Allocation and the said charges shall include proportionate share of premises for insurances of the building, water, fire and sewaging charges and taxes, light, sanitation and maintenance of the common facilities, renovation, replacement, repair and renewal charges and expenses for the building and of the common wiring, pipes, electrical and pumps, motors and other electrical and equipment's application and installations, mechanical stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.

ARTICLE - XII, LEGAL PROCEEDINGS

That it is hereby expressly agreed by and between the parties 1. . hereto that it shall be the responsibility of the Developer as the constituted attorney of the Land Owner to defend all actions, suits and proceedings which god forbids may arise in respect of the development of the said premises and all costs, charges and expenses incurred for that purpose with the approval of the Land Owner shall be borne and paid by the Developer specifically may be required to be done by the Developer and for which Developer may need the authority of the Land Owner application and other documents may be required to be signed of made by the Land Owner relating to which specific provisions may not have been mentioned herein. The Land Owner hereby undertake to do all such acts, deeds, matters and other things that may be reasonably required to be done in the matter and the Land Owner shall execute any such additional power -of attorney and / or authorizations as may be required by the Developer for the purpose and the Land



Owner also undertake to sign and execute all such additional application and other documents as the case may be provided that all such acts, deeds and things do not in any way infringe of the rights of the Land Owner and / or go against the spirit of this agreement.

- 2. That the Land Owner is liable to clear up all the dues of property taxes, municipal taxes and other outgoing taxes as per proportionate shares in respect of the said property up to date on or before the date of execution of this agreement and if the Land Owner fails to clear up the above dues in that event, the Developer will provide the said money from its own fund and the same will be realized from the Land Owner's share.
- 3. That any notice required to be given by the Developer shall without prejudice to any other mode of service available deemed to have been served on the Land Owner if delivered by hand with due acknowledgement at the residence of the Land Owner and shall likewise be deemed to have been served on the Developer by the Land Owner if delivered by hand or send by pre paid registered post to the registered office of the Developer.
- 4. That the name of the building shall such as may be decided by the Developer.
- 5. Nothing in these present shall be construed as a demise or assignment or conveyance in law by the Land Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof in the Developer to exploit the same in terms thereof provided however the Developer shall be entitled to borrow money from any banks without creating any financial liability of the Land Owner or affecting their estate and interest in the said premises and it is being expressly agreed and understood



that in no event the Land Owner or any of their estate shall be responsible and / or made liable for payment of any dues of such banks and for that purpose, the Developer shall keep the Land Owner indemnify against all actions, suits, proceedings and costs, charges and expenses in respect thereof.

- 6. As and from the date of completion of the building the Land Owner and / or their transferees shall be liable to pay and bear proportionate charges on account of Ground Rent, Wealth Tax, GST and other Taxes payable in respect of their spaces.
- 7. That the Land Owner hereby assure the Developer that there is no existing agreement regarding the development or sell of the said land and that all other agreements if any prior to this agreement have been cancelled and the Land Owner agrees to indemnify and keep indemnified the Developer against any or all claims made by any third party in respect of the title and possession of the below Schedule "A" land.
- That the Land Owner shall have no claim or objection in respect of the Developer's Allocation and the Developer, as Attorney by virtue of a registered General Power of Attorney as mentioned herein, can sign, execute and register on behalf of the Land Owner all agreements, deeds, conveyances and transfer in favour of any persons or anybody as and when required by the Developer to effect the deed or deeds more perfectly and effectively in respect of the Developer's Allocation.
- 9. If in case any disputes arises in future or during the time of construction relating to the title and possession of the below "A" schedule land then the Land Owner shall be liable to settle



the disputes within a period of three months and further if the Land Owner fails to settle the dispute within the stipulated time then the Land Owner shall be liable to compensate the Developer for all / any loss which may arise or be caused due to the aforesaid reason.

ARTICLE - XIII, ARBITRATION

All disputes and / or differences by and between the parties hereto arising out of or relating to the said premises or any of the provisions hereof shall be referred for arbitration. Arbitrators will be appointed and / or selected by both the parties according to the choice of each of them and adjudicated under the provision of the Arbitration and Conciliation Act, 1996 with an amendment or modification thereof. The venue of arbitration will be at Siliguri.

ARTICLE - XIV, JURISDICTION

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

SCHEDULE - "A"
[DESCRIPTION OF THE LAND]

ALL THAT PIECE OR PARCEL of vacant land measuring 10.4949 Decimals, recorded in R.S. Khatian No.399, corresponding to L.R. Khatian No.476, in R.S. Plot No.174/1133, corresponding to L.R. Plot No.1/365, situated at South Deshbandhupara, bearing Holding No.2403/1/B/2402/A, under Ward No.33 of Siliguri Municipal Corporation, within Mouza — Dabgram, J.L. No.2, Sheet No.15 (R.S.), 152 (L.R.), Pargana — Baikunthapur, Police Station — New Jalpaiguri, Sub-Division & District — Jalpaiguri, Additional District Sub-Registry Office — Bhaktinagar, B.L. & L.R.O. — Rajganj, in the State of West Bengal. Classification of land as per R.O.R. Bastu, proposed land use — Bastu, PIN — 734007.



THE SAID LAND IS BOUNDED AND BUTTED AS FOLLOWS: -

By North

: 16'-0" Wide S.M.C. Metal Road;

By South

: 18'-0" Wide S.M.C. Metal Road;

By East

: Rest Land of First Party;

By West

: Land and House of Ratan Nag and Swapan Sarkar.

SCHEDULE - "B" [ALLOCATION OF LAND OWNER / FIRST PARTY]

All that piece and parcel of one number of Covered Garage measuring about 390 Sq.ft. at Ground Floor (the measurements of which includes proportionate share in the stairs and super built up area) of the G+3 storied building to be constructed on "A" schedule land together with the undivided proportionate right title, interest in the land and attribute to the said area in common facilities and amenities including the right to use thereof in the said premises upon construction of the said building.

SCHEDULE - "C" [ALLOCATION OF DEVELOPER / SECOND PARTY]

All other flats, parking spaces and other parts or units of the proposed G+3 Storied Building save those mentioned above in Schedule – "B" above.

NOTE: - The photographs and the fingerprints of the Land Owners and that of the Authorized Signatory of the Developer herein are duly affixed upon sheet / forming part of these presents.

The map / site plan annexed herewith forming part of these presents.

IN WITNESSES WHEREOF the Parties hereto in good health and conscious mind have set and subscribed their respective hands on this DEVELOPMENT AGREEMENT on the day, month and year first above written.

WITNESSES: -

1. Aspeta regumaraz

SMT. ARPITA MAJUMDAR

Wife of Sri Tapan Majumdar, Indian by Nationality, Hindu by religion, Housewife by Occupation, resident of Meghnath Sarani, Lake Town, Ward No.33 of S.M.C., P.O. Bhaktinagar, P.S. New Jalpaiguri, Dist. Jalpaiguri, PIN – 734007, in the State of West Bengal.

Hironmoy Carkar

Histark led Sarkar

Steepally Road Mo-6,

word NO-31, Siliguni

Ps- Bhath NiP, Po
Siliguni Bazar, Dist
Jalpaiguni, Pin-734005

The contents of this document have been gone through & understood personally by all the parties hereof.

Jospan Majondan

FIRST PARTY / LAND OWNER

Jospan Negman

SECOND PARTY / DEVELOPER

Drafted as per instructions, read over and explained by me to the parties and printed in my office.

Blow

[Subir Bardhan] Advocate, Siliguri Enrol. No.WB/1460/2010

SITEPLAN

SCHEDULE OF THE LAND

MOUZA - DABGRAM, PARGANA - BAIKUNTHAPUR, P.S -NEW JALPAIGURI, DIST - JALPAIGURI, J.L.NO - 02

SHE	ET NO .	KHAT	IAN NO	PLOT	, OV	TOTAL AREA	REMARKS
-R.S	L.R	R.S	L.R	R.S	L.R	10.4949	7.995 Decimals From Deed No. I 5629 Date- 14/08/2018
15	152	399	476	174/1133	1/365	Decimals	2.4999 Decimals From Deed No. I 5748 Date- 20/08/2018

NAME OF THE LAND OWNER

1) SRI, TAPAN MAJUMDAR

Son of Sri Shankar Majumdar

Address:- Meghnath Sarani, Lake Town, Ward No. 33 of Siliguri Municipal Corporation, P.O- Bhaktinagar, P.S – New Jalpaiguri, Dist- Jalpaiguri, Pin- 734007, State of West Bengal

NAME OF THE DEVELOPER

"BHUMI BUILDERS" a Proprietorship Firm having its registered office at Venus More, Hill Cart Road, Joymoni Bhawan, Ground Floor, Siliguri, P.O. & P.S. Siliguri, Dist Darjeeling, Pin 734001, in the State of West Bengal

Proprietor SRI, TAPAN MAJUMDAR

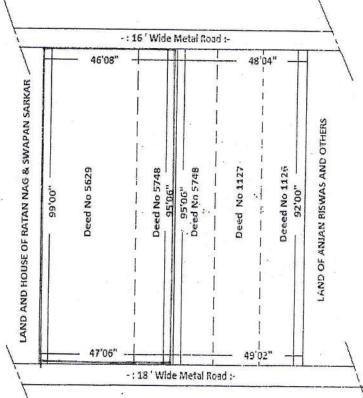
Son of Sri Shankar Majumdar

Address:- Meghnath Sarani, Lake Town, Ward No. 33 of Siliguri Municipal Corporation P.O- Bhaktinagar, P.S – New Jalpaiguri, Dist- Jalpaiguri, Pin- 734007, State of West Bengal



The said land is butted and bounded as follows	PART TRACE MAP OF MOUZA DABGRAM, J.L NO - 02, R.S SHEET NO - 15, SCALE 16"= 1 MILE
By the North – 16' Wide S.M.C Metal Road;	7
By the South - 18' Wide S.M.C Metal Road;	
By the East – Rest Land of Land Owner;	
By the West- Land and House of Ratan Nag and Swapan Sarkar;	VA AH

lot to be Developed , Which is Showing in Red Border $\ \square$



KAUSHIK KUNDU

Asst. Land Surveyor/Amin

NOT - TO - SCALE

Jospun maximon

FIRST PART / OWNER

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
35	Left Hand		planting parties arens			
Japan mi	Right Hand					

Japan nezimbers

Signature with date

SECOND PARTY / DEVELOPER

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
78	Left Hand			77 - 30 M	ar ar 7 to	
1	Right Hand					

Japan Myindays

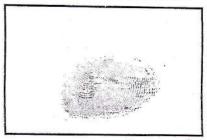
Signature with date

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Arpila Majumaraz

Signature with date

Major Information of the Deed

Deed No:	I-0711-03980/2023	Date of Registration	31/05/2023		
Query No / Year	0711-2001139286/2023	Office where deed is registered			
Query Date	06/05/2023 4:21:05 PM	A.D.S.R. BHAKTINAGA	R, District: Jalpaiguri		
Applicant Name, Address & Other Details	Kalyan Paul Siliguri,Thana : Siliguri, District : I 9800311289, Status :Advocate	Darjeeling, WEST BENGAL, P	IN - 734001, Mobile No. :		
Transaction		Additional Transaction			
C. ALCONON, SENSON, Ment Association of the Control	Agreement or Construction	[4305] Other than Immovable Property, Declaration [No of Declaration : 2], [4308] Other than Immovable Property, Agreement [No of Agreement : 2]			
Set Forth value		Market Value			
Rs. 72,25,000/-		Rs. 72,25,000/-			
Stampduty Paid(SD)		Registration Fee Paid			
Rs. 10,040/- (Article:48(g))		Rs. 35/- (Article:E, E, E)			
Remarks	Received Rs. 50/- (FIFTY only area)) from the applicant for issuing	the assement slip.(Urban		

Land Details:

District: Jalpaiguri, P.S:- New Jalpaiguri, Municipality: SILIGURI MC, Road: South Deshabandhu Para, Road Zone: (Ward No.33 -- Ward No.33), Mouza: Dabgram Sheet No - 15, , Ward No: 33 Jl No: 2, Pin Code: 734007

Sch No	Plot	Khatian Number	100000000000000000000000000000000000000	Use	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	
L1	RS- 174/1133	RS-399	Bastu	Bastu	4579.6 Sq Ft	72,25,000/-		Width of Approach Road: 18 Ft., Adjacent to Metal Road,
	Grand	l Total :			10.4949Dec	72,25,000 /-	72,25,000 /-	

Land Lord Details :

il Io	Name,Address,Photo,Finger	orint and Signatu	re	
1	Name	Photo	Finger Print	Signature
	Shri TAPAN MAJUMDAR (Presentant) Son of Shri SHANKAR MAJUMDAR Executed by: Self, Date of Execution: 31/05/2023 , Admitted by: Self, Date of Admission: 31/05/2023 ,Place : Office			Japan reguidas
		31/05/2023	LTI 31/05/2023	31/05/2023
	jalpaiguri, District:-Jalpaigur	i, West Bengal, n of: India, PAN by: Self, Date o	India, PIN:- 734 No.:: AJxxxxxx of Execution: 31/	

Developer Details:

SI No	Name,Address,Photo,Finger print and Signature
	BHUMI BUILDERS VENUS MORE, JOYMONI BHAWAN, HILL CART ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, PAN No.:: AJxxxxxx3M, Aadhaar No: 78xxxxxxxx9765, Status: Organization, Executed by: Representative

Representative Details:

l [0	Name, Address, Photo, Finger	print and Signatur	re	
1	Name	Photo	Finger Print	Signature
	Shri TAPAN MAJUMDAR Son of Shri SHANKAR MAJUMDAR Date of Execution - 31/05/2023, , Admitted by: Self, Date of Admission: 31/05/2023, Place of Admission of Execution: Office			Japan magusar
		May 31 2023 1:35PM	LTI 31/05/2023	31/05/2023
	MEGHNATH SARANI, WNO-C District:-Jalpaiguri, West Beng Business, Citizen of: India, , P Representative, Representativ	jal, India, PIN:- 73 AN No.:: AJxxxxx	34007, Sex: Malex3M, Aadhaar N	

Name	Photo	Finger Print	Signature
Smt ARPITA MAJUMDAR Wife of Shri TAPAN MAJUMDAR MEGHNATH SARANI, LAKE TOWN, WNO-33, City:- Siliguri Mc, P.O:- BHAKTINAGAR, P.S:-New jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 734007			Anpile my um saz
	31/05/2023	31/05/2023	31/05/2023

Trans	Transfer of property for L1					
SI.No	From	To. with area (Name-Area)				
1	Shri TAPAN MAJUMDAR	BHUMI BUILDERS-10.4949 Dec				

Endorsement For Deed Number : I - 071103980 / 2023

On 31-05-2023

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.

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

Presented for registration at 12:58 hrs on 31-05-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Shri TAPAN MAJUMDAR ,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 72,25,000/-

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

Execution is admitted on 31/05/2023 by Shri TAPAN MAJUMDAR, Son of Shri SHANKAR MAJUMDAR, MEGHNATH SARANI, LAKETOWN, WNO-33, P.O. Bhaktinagar, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734007, by caste Hindu, by Profession Business

Indetified by Smt ARPITA MAJUMDAR, , , Shri TAPAN MAJUMDAR, MEGHNATH SARANI, LAKE TOWN, WNO-33, P.O. BHAKTINAGAR, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN -734007, by caste Hindu, by profession House wife

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

Execution is admitted on 31-05-2023 by Shri TAPAN MAJUMDAR, Proprietor, BHUMI BUILDERS (Sole Proprietoship), VENUS MORE, JOYMONI BHAWAN, HILL CART ROAD, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Smt ARPITA MAJUMDAR, , , Shri TAPAN MAJUMDAR, MEGHNATH SARANI, LAKE TOWN, WNO-33, P.O. BHAKTINAGAR, Thana: New jalpaiguri, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN -734007, by caste Hindu, by profession House wife

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 35.00/- (E = Rs 35.00/-) and Registration

Fees paid by Cash Rs 0.00/-, by online = Rs 35/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/05/2023 10:54AM with Govt. Ref. No: 192023240076761958 on 31-05-2023, Amount Rs: 35/-, Bank: SBI EPay (SBIePay), Ref. No. 8940166461438 on 31-05-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,040/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,040/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-2. Stamp: Type: Impressed, Serial no 2860, Amount: Rs.5,000.00/-, Date of Purchase: 30/05/2023, Vendor name:

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 31/05/2023 10:54AM with Govt. Ref. No: 192023240076761958 on 31-05-2023, Amount Rs: 5,040/-, Bank: SBI EPay (SBIePay), Ref. No. 8940166461438 on 31-05-2023, Head of Account 0030-02-103-003-02

Biswarup Goswami ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR

Jalpaiguri, West Bengal

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2023, Page from 84113 to 84143 being No 071103980 for the year 2023.



Digitally signed by BISWARUP GOSWAMI

Date: 2023.06.01 18:23:31 +05:30 Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/06/01 06:23:31 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.