

পশ্চিমবঙ্গ पश्चिम बैगाल WEST BENGAL

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DEVELOPMENT AGREEMENT

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

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Addl. Dist Sub-Registrar Bhakti Nager, Dist-Jalpairum

1 0 APR 2023



THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 10THDAY OF THE MONTH OF APRIL, TWO THOUSAND AND TWENTY THREE (2023).

::BETWEEN::

SMT. SONIA KAUR LAMBA ALIAS PARAMJIT KAUR, wife of Sri Sanjeet Singh Bindra and daughter of Late Jaspal Singh Lamba alias Jaspal Singh, Sikh by Religion, Indian by Nationality, Advocate by Profession, Resident of Church Road, Siliguri, P.O. and P.S. Siliguri, PIN-734001, District Darjeeling in the State of West Bengal - HEREINAFTER referred to and called as the "FIRST PARTY / LAND OWNER" (which expression shall unless excluded by or repugnant to the context be deemed to include her heirs, executors, successors, representatives, administrators and assigns) of the "ONE PART". (PAN: AIEPL4012B).

AND

N B DEVELOPERS, a Partnership Firm, having its Office at Sevoke Road, P.O. and P.S. Siliguri, PIN-734001, District Darjeeling, in the State of West Bengal, Represented by one of its PARTNER, SRI AMAN AGARWAL, son of Sri Harish Kumar Agarwal, Hindu by Faith, Indian by Nationality, Business by Occupation, Resident of Sevoke Road, P.O. and P.S. Siliguri, PIN-734001, District Darjeeling, in the State of West Bengal - HÉREINAFTER called the "DEVELOPER / SECOND PARTY" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors, legal representatives, administrators and assigns) of the "OTHER PART". (PAN: AAOFN6179P).

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Page No. 3

WHEREAS one Gurbax Singh alias Sardar Gurbax Singh, son of Late Sardar Thakur Singh, had purchased and thus became the lawful owner-in-possession of all that piece or parcel of land measuring 0.28 Acre from Kamiran Nessa (Recorded Owner) vide a registered Deed of Conveyance (Sale) dated 28.07.1960, being Document No. I-4683 for the year 1960, registered in the Office of the District Sub Registrar Jalpaiguri.

AND WHEREAS the abovenamed Gurbax Singh alias Sardar Gurbax Singh thereafter transferred by way of Gift all that piece or parcel of aforesaid land measuring 0.28 Acre unto and in favour of his grand daughter Paramjit Kaur alias Sonia Kaur Lamba (herein referred to as the First Party/ Land Owner) by virtue of a registered Deed of Gift dated 22.03.2002, being Document No. I-1829 for the year 2002 and the same was registered in the Office of the District Sub Registrar Jalpaiguri.

AND WHEREAS in this manner the abovenamed Smt. Sonia Kaur Lamba alias Paramjit Kaur (the First Party/ Land Owner) became the sole and absolute owner-in-possession of all that piece or parcel of aforesaid land measuring 0.28 Acre and ever since she is in exclusive and peaceful possession of the aforesaid land without any act of hindrance or obstruction from anybody having permanent heritable, transferable and marketable right, title and interest therein free from all charges and encumbrances whatsoever.

AND WHEREAS the name of the abovenamed First Party in respect of her aforesaid land was duly mutated/recorded in the records of the B.L.&L.R.O. Rajganj in R.O.R. and a separate **L.R. Khatian No. 21** was framed in her name under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS out of the aforesaid land, area measuring 0.0275 Acre (road side) was acquired vide L.A. Case No. 01/14-15, L.A.P. No. 17/15-16 under the National Highway Act.

AND WHEREAS the First Party being desirous of constructing a multistoried building complex on her remaining aforesaid land measuring about 0.2525 Acre



(0.28 Acre – 0.0275 Acre), more particularly described in the **SCHEDULE** given hereinunder, but is not in a position to put her contemplation and scheme into action due to paucity of fund and experience and as such have approached the bonafide Developer or the Second Party herein to construct/promote/develop such multistoried building complex on her below Schedule land.

AND WHEREAS the Second Party has accepted the offer of the First Party to construct/promote/develop a multistoried building complex on the below Schedule land under certain terms and conditions mentioned hereinunder.

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1. THAT the Second Party will construct/promote/develop a multistoried building complex on the land mentioned in the Schedule given hereinbelow, as per plan, elevations, designs, drawings and specifications approved by the appropriate authority/ies and shall for the identity of the building use appropriate nomenclature of its choice.
- 2. THAT the Second Party will construct a Multistoried Building Complex, the plan prepared for which will be approved by the appropriate authority.
- 3. THAT the Second Party will get the plan, elevations, designs, drawings and specifications approved from the appropriate authority at its own cost.
- **4. THAT** the First Party undertakes to signify her consent to the plan, elevations, designs, drawings, specifications, etc. as proposed by the Second Party and to sign it and all other incidental and necessary papers for approval of the L.U.C.C. and Building Plan.

- 5. THAT in case some adjustments have to be made in the construction of the building due to the direction of the concerned authority, then both the Parties shall be bound to accept it.
- **6. (a) THAT** the First Party hereby declares that the below Schedule land is free from all encumbrances, charges, liens, lispendences, acquisition, requisitions, claims and demands whatsoever or howsoever.
 - **(b) THAT** the First Party has 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.
 - **(c) THAT** the First Party also declare that there is no impediment whatsoever, which may prevent the Second Party from construction on the below Schedule land.
 - (d) THAT in the event the title of the First Party to the said land is found to be defective or encumbered in any way, then the First Party shall take all necessary and effective steps to remove such defects and encumbrance and shall also remove all hurdles in the way of development so as to enable the Second Party to carry on the construction work smoothly.
 - THAT the First Party shall be entitled to 50% (Fifty Percent) of the Constructed Area/Sale Proceeds of the Multistoried Building Complex to be constructed on the below Schedule land (hereinafter referred to as the "FIRST PARTY / LAND OWNER'S ALLOCATION").
 - Multistoried Building Complex to be constructed on the below Schedule land (apart from the aforementioned First Party/Land Owner's Allocation) shall be of the Second Party (hereinafter referred to as the "SECOND PARTY / DEVELOPER'S ALLOCATION").

- 9. THAT the Second Party shall be entitled to negotiate, realise and receive any advances, sale consideration, premium, rent, lease premium, lease rent or in other form from any intending Parties/Purchaser/s or from any bank or any other institutions of their behalf against conveyance, sale, lease, tenancy, etc., in respect of the said Multistoried Building Complex to be constructed on the below Schedule land and to give valid receipt/s and discharge for the same and after receipt of the consideration money the Second Party shall reimburse the First Party/Land Owner's fifty percent share of consideration as mentioned herein into the First Party's bank account.
- 10. THAT the First Party or her Attorney shall execute all necessary papers and documents from time to time as may be required by the Second Party for construction of the said building and transfer of the title of the total constructed area in favour of the intending Purchaser/s as the case may be.
- 11. THAT the First Party shall handover the possession of the below mentioned Schedule land to the Second Party for the purpose of construction of the said building on execution of these present and the Second Party shall use the said land for the purpose of construction. The Second Party may store the building materials as per requirement, keep the guard/chowkidar or any other staff or may take other security measures.
- 12. THAT all the costs of transfer of title, i.e., stamp duty, registration fee, etc. shall be borne by the intending Purchaser/s.

- 13. THAT articles of display or otherwise shall not be kept by the either Party in any place of common use in the building so as to cause hindrance in any manner in the free movement of users of places of common use in the building.
- 14. THAT all taxes and dues including that of land revenue if any payable by the First Party relating to the period prior to the execution of these

presents/commencement of the construction of the building shall be paid by the First Party.

- **15. THAT** both the Parties shall bear their respective proportionate charges in respect of their respective shares for the electricity transformer expenses incurred by the Second Party.
- 16. THAT both the Parties herein shall bear their respective proportionate statutory impositions and/or tax liabilities. The capital gain, wealth tax, gst, income tax and/or any other taxes that may arise due to the development of the property shall be borne by the Parties in proportion to their respective shares in the said building.
- 17. THAT the Second Party shall construct the said building at its own cost and engaging direct labourers or through the contractor/s of its choice as per approved plan and the Second Party shall construct the said building with standard materials and in accordance with the rules and guidelines of the other concerned authorities and if any violation is made then the Second Party will be responsible.
- 18. THAT the Second Party shall complete the construction within 18 (eighteen) months from the date of approval/passing of the building plan provided however in case of delay in the construction due to any act of God or force majeure or pandemic or anything beyond the control of the Second Party, then the time shall be mutually extended.
- 19. THAT the Second Party may advertise in the media and/or publish brochure, etc., for sale of the units in the said building and the cost shall be borne by the Second Party.
- **20. THAT** the First Party will not object, stop and/or obstruct the construction work. If the construction is stopped/delayed due to the First Party inspite of Second Party eagerness to complete the construction the First Party shall adequately compensate the Second Party.

- 21. THAT if for any reason any losses are incurred and damages cause or suffered on account of negligence of the Second Party or its sub-contractors, agents, engineers, architect, labour, etc. in connection with the construction of the said building including super structure, the Second Party shall be responsible thereof and shall keep the First Party indemnified against such damages.
- 22. THAT it is agreed and recorded that the Parties hereto shall mutually indemnify and keep indemnified each other against all actions, losses, claims, damages, that will be incurred or suffered by the Parties hereto on account of or arising out of any breach of any of the terms or any law, rules and regulations or otherwise howsoever.
- 23. THAT in case of death of the First Party, then in that event her respective successors/heirs will remain bound to execute the Sale Deed/s in favour of prospective Purchaser/s to be selected by the Second Party in respect of the said building complex.
- 24. THAT the First Party shall also handover their original Title Deed/s of the below Schedule land to the Second Party and the Second Party shall return and handover the said original Title Deed/s to the First Party after completion of the said building complex.
- 25. THAT the Parties hereby declare that they have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between them or as a Joint Venture in any manner nor shall the Parties hereto constitute an Association of persons.
- **26. THAT** in case of any changes in Government policies, rules, laws effecting the construction work the effect shall be borne by both the Parties herein.
- 27. THAT any notice required to be given by either of the Parties to the other of them shall without prejudice to any other mode of service available be



deemed to have been served if delivered by hand and duly acknowledged or sent by prepaid registered post with acknowledgement due to the last known or recorded address of the Party concerned.

- **28. THAT** the Parties are entitled to use Specific Performance of Contract against each other to execute the terms and conditions of this Agreement.
- **29. THAT** any further matter arising out of this Agreement which has not been specifically clarified shall be mutually dealt with and decided.
- 30. THAT in case of any dispute arising out of this Agreement or with respect to the interpretation of any terms and conditions recorded herein or with respect to the working of this Agreement or any other matter, it shall be referred to the Arbitrators under the provisions of the Arbitration and Conciliation Act, 1996 and if the matter is not settled then the Parties hereto may approach the competent Ld. Court of Law at Jalpaiguri.

Continued to next page



SCHEDULE (DESCRIPTION OF THE LAND)

All that piece or parcel of vacant LAND measuring about 0.2525 ACRE, situated within MOUZA DABGRAM, appertains to and forming part of R.S. PLOT No. 586/1575 corresponding to L.R. PLOT No. 17, under R.S. SHEET No. 15, L.R. SHEET No. 182, Recorded in Old Khatian No. 1123/9, R.S. KHATIAN No. 540/4, L.R. KHATIAN No. 21, J.L. No. 2, Pargana Baikunthapur, within the limits of WARD No. 32 of Siliguri Municipal Corporation, Tinbatti, un-mentioned road, Police Station New Jalpaiguri (previously Bhaktinagar) District Jalpaiguri, in the State of West Bengal. The classification of the said and proposed land is bastu.

The said land is bound and butted as follows:-

By the North :- Land of Panna Lal Krishan Lal,

By the South :- Sold land of Tachhiruddin Md.,

By the East :- Union Board Road,

By the West :- State Highway. | BURDWAN ROAD

Note:- That the photographs and the fingerprints of both the hands of the First Party herein and the Signatory of the Second Party hereto are duly affixed upon sheet/s forming PART of these presents.

Continued to next page

IN WITNESSES WHEREOF the First Party herein and the Authorised Signatory of the Second Party hereto in good health and conscious mind have put their respective seal and signatures on this **DEVELOPMENT AGREEMENT** on the day, month and year first above written.

WITNESSES:-

1. Probyyd Ling

Sri Prabjyot Singh Lamba, S/o. Late Jaspal Singh Lamba alias Jaspal Singh, Church Road, Siliguri, P.O. and P.S. Siliguri, PIN-734001, District Darjeeling. The contents of this document have been gone through and understood personally by all the Parties herein.

Sonia Kau Lambo

FIRST PARTY / LANDOWNER

N. B. DEVELOPEI

SECOND PARTY / DEVELOPER

Drafted as per instructions of the Parties, read over and explained and printed in my office.

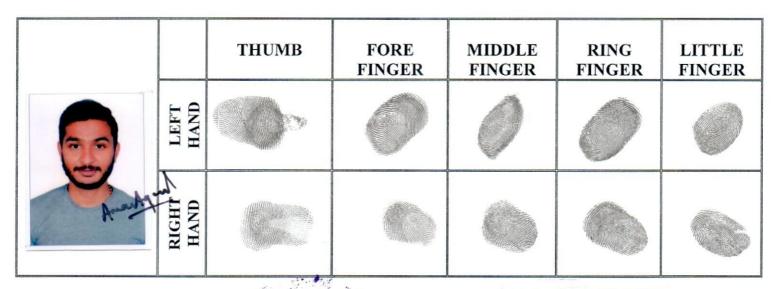
NIKUNJ SARAF

Advocate :: Singuri Regn. No. WB/1287/2008.

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	LEFT HAND					
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Socia Kau Landoa SIGNATURE



N. B. DEVELOPERS

Partner

SIGNATURE

WITNESS / IDENTIFIER



LEFT THUMB IMPRESSION



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Major Information of the Deed

Deed No :	I-0711-02452/2023	Date of Registration	10/04/2023		
Query No / Year 0711-2000908424/2023		Office where deed is registered			
Query Date	07/04/2023 11:52:57 AM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri			
Applicant Name, Address & Other Details	N S Associate Siliguri, Thana: Siliguri, District: I 8637372499, Status: Advocate	Darjeeling, WEST BENGAL, P	IN - 734001, Mobile No. :		
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. 3,58,09,101/-			
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.(U area)				

Land Details:

District: Jalpaiguri, P.S:- New Jalpaiguri, Municipality: SILIGURI MC, Road: Burdwan Road, Mouza: Dabgram Sheet No - 15, Jl No: 2, Pin Code: 734004

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	THE RESERVE AND ADDRESS OF THE PARTY OF THE	Market Value (In Rs.)	Other Details
L1	RS- 586/1575	RS-540/4	Bastu	Bastu	0.2525 Acre			Width of Approach Road: 100 Ft., Adjacent to Metal Road,
	Grand	Total:			25.25Dec	0 /-	358,09,101 /-	

Land Lord Details:

SI No	Name,Address,Photo,Finger	orint and Signatu	re				
1	Name	Photo	Finger Print	Signature			
	Smt Sonia Kaur Lamba, (Alias: Paramjit Kaur) (Presentant) Daughter of Late Jaspal Singh Lamba Executed by: Self, Date of Execution: 10/04/2023 , Admitted by: Self, Date of Admission: 10/04/2023 ,Place : Office			hain Kam Landon			
		10/04/2023	LTI 10/04/2023	10/04/2023			
	Church Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Sikh, Occupation: Professionals, Citizen of: India, PAN No.:: aixxxxxxx2b, Aadhaar No: 90xxxxxxxx7576, Status: Individual, Executed by: Self, Date of Execution: 10/04/2023, Place: Office						

Developer Details:

SI No	Name, Address, Photo, Finger print and Signature
	NB Developers Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:-734001, PAN No.:: aaxxxxxx9p,Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

Representative Details:

	Name,Address,Photo,Finger print and Signature						
1	Name	Photo	Finger Print	Signature			
	Shri Aman Agarwal Son of Shri Harish Kumar Agarwal Date of Execution - 10/04/2023, , Admitted by: Self, Date of Admission: 10/04/2023, Place of Admission of Execution: Office			and			
		Apr 10 2023 12:13PM	LTI 10/04/2023	10/04/2023			
	Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 42xxxxxxxx9160 Status: Representative, Representative of: N B Developers (as Partner)						

Identifier Details :					
Name	Photo	Finger Print	Signature		
Shri Prabjyot Singh Lamba Son of Late Jaspal Singh Lamba Church Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001			9-m2-x x-m		
	10/04/2023	10/04/2023	10/04/2023		

Identifier Of Smt Sonia Kaur Lamba, Shri Aman Agarwal

Transfer of property for L1					
SI.No	From	To. with area (Name-Area)			
1	Smt Sonia Kaur Lamba	N B Developers-25.25 Dec			

Endorsement For Deed Number : I - 071102452 / 2023

On 10-04-2023

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 11:57 hrs on 10-04-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Smt Sonia Kaur Lamba Alias Paramjit Kaur, 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 3,58,09,101/-

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

Execution is admitted on 10/04/2023 by Smt Sonia Kaur Lamba, Alias Paramjit Kaur, Daughter of Late Jaspal Singh Lamba, Church Road, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Sikh, by Profession Professionals

Indetified by Shri Prabjyot Singh Lamba, , , Son of Late Jaspal Singh Lamba, Church Road, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Sikh, by profession Business

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

Execution is admitted on 10-04-2023 by Shri Aman Agarwal, Partner, N B Developers (Partnership Firm), Sevoke Road, Siliguri, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001

Indetified by Shri Prabjyot Singh Lamba, , , Son of Late Jaspal Singh Lamba, Church Road, Siliguri, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Sikh, by profession Business

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 08/04/2023 8:33PM with Govt. Ref. No: 192023240010509491 on 08-04-2023, Amount Rs: 21/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CEPGBO4 on 08-04-2023, Head of Account 0030-03-104-001-16 Online on 10/04/2023 12:24PM with Govt. Ref. No: 192023240012006911 on 10-04-2023, Amount Rs: 0/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CEQAHV8 on 10-04-2023, Head of Account

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 70,020/-

Description of Stamp

1. Stamp: Type: Court Fees, Amount: Rs.10.00/-

2. Stamp: Type: Impressed, Serial no 727, Amount: Rs.5,000.00/-, Date of Purchase: 05/04/2023, Vendor name: Sudhangshu Saran Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/04/2023 8:33PM with Govt. Ref. No: 192023240010509491 on 08-04-2023, Amount Rs: 35,020/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CEPGBO4 on 08-04-2023, Head of Account 0030-02-103-003-02 Online on 10/04/2023 12:24PM with Govt. Ref. No: 192023240012006911 on 10-04-2023, Amount Rs: 35,000/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0CEQAHV8 on 10-04-2023, 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 54309 to 54328 being No 071102452 for the year 2023.



DAN

Digitally signed by BISWARUP GOSWAMI

Date: 2023.04.12 17:06:33 +05:30 Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/04/12 05:06:33 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. BHAKTINAGAR West Bengal.

(This document is digitally signed.)