



गन्धिबबल पश्चिम बंगाल WEST BENGAL

AB 492203

Konkar & Co
Subroto Sarkar
Susmita Hazra

SIDDHI VINAYAK CONSTRUCTION
Konkar & Co
Partner

SIDDHI VINAYAK CONSTRUCTION
Subroto Sarkar
Partner

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON
THIS THE 1st DAY OF DECEMBER,
TWO THOUSAND TWENTY-TWO.

BETWEEN

RECEIVED
DEPARTMENT OF
TREASURY

Govt Stamp Vendor
L NO. 173/R.M
Buduangshu Saran Kopy

5-87
Signature
Date 13-3-2007
No. 630/2007

NON JUDICIAL STAMP

Koustav Dey
Subrata Sarkar
Susmita Mazumdar.

SIDDHI VINAYAK CONSTRUCTION
Koustav Dey
Partner

SIDDHI VINAYAK CONSTRUCTION
Susmita Mazumdar
Partner

1. SRI KOUSTAV DEY, son of Sri Ashok Kumar Dey (PAN: AFDPD 4863 J, AADHAR 5786 9407 0699), residing at 20, Gostho Paul Sarani, Hakimpara, Post Office & Police Station – Siliguri, Pin – 734 001, District – Darjeeling,
2. SRI SUBRATA SARKAR, son of Sri Bibhash Sarkar (PAN: APWPS 9907 D; Aadhaar No. 4997 1320 9169), residing at 39, Rashbehari Sarani, Hakimpara, Post Office and Police Station – Siliguri, Pin – 734 001, District – Darjeeling and
3. SMT. SUSMITA MAZUMDAR, wife of Sri Aninda Mazumdar (PAN: APIPM 8913 R; Aadhaar No. 6600 1433 6136), residing at Atul Prasad Sarani, East Vivekananda Pally, Post Office – Rabindra Sarani, Pin – 734 006, Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, hereinafter collectively called “the FIRST PARTY/ LAND-OWNER” (which expression shall mean and include unless excluded by or repugnant to the context of their heirs, executors, successors, administrators, legal representatives and assigns) of the FIRST PART.

A N D

M/S. SIDDHI VINAYAK CONSTRUCTION, a Partnership firm [PAN: AEMFS 7759 E], having its office at Holding No. 215/1/293, Ground floor, Rashbehari Sarani, Hakimpara, Post Office and Police Station – Siliguri, Pin – 734 001, District – Darjeeling, represented by its Partners, viz. SRI KOUSTAV DEY, son of Sri Ashok Kumar Dey (PAN: AFDPD 4863 J, AADHAR 5786 9407 0699), residing at 20, Gostho Paul Sarani, Hakimpara, Post Office & Police Station – Siliguri, Pin – 734 001, District – Darjeeling and SRI SUBRATA SARKAR, son of Sri Bibhash Sarkar (PAN: APWPS 9907 D; Aadhaar No. 4997 1320 9169), residing at 39, Rashbehari Sarani, Hakimpara, Post Office and Police Station – Siliguri, Pin – 734 001, District – Darjeeling, 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 of its executors, successors, administrators, legal representatives and assigns) of the OTHER PART.

WHEREAS, the First parties acquired a plot of land measuring 5 (five) kathas 8 (eight) chhataks, alongwith 42 years old single storey residential building measuring 1000 square feet, appertaining to and forming part of R. S. Plot No. 433, corresponding to L. R. Plot No. 360, recorded in R. S. Khatian No. 646/1, corresponding to L. R. Khatian No. 483, situated within Mouza – Dabgram, J. L. No. 2, Touzi No. 3, Sheet No. 12 (R.S.) & 88 (L.R.), Pargana – Baikunthapur, within Ward No. 38 of Siliguri Municipal Corporation, Atul Prasad Sarani, Post Office – Rabindra Sarani, Pin – 734 006, Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal, by virtue of a Deed of Sale, duly executed by SRI TAPAN NANDY, son of Late Narendra Nath Nandi, registered with the office of the Additional District Sub-Registrar, Bhaktinagar on 22.11.2022 and the said document was recorded in Book No. I, Volume No. 0711-2022, at pages from 234436 to 234455, being No. I-10277, for the year 2022.

Koustav DeY
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Susmita Mazumdar

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Partner

Subsequently, record of right was prepared for the said land measuring 5 (five) kathas 8 (eight) chhataks or 0.0907 acres in the name of SRI SUBRATA SARKAR, SRI KOUSTAV DEY & SMT. SUSMITA MAZUMDAR in the newly published L. R. Khatian; vide Khatian No. 558, 559 & 560, L. R. Plot No. 360 of Mouza - Dabgram, Sheet No. 88. Thereafter, above named SRI SUBRATA SARKAR, SRI KOUSTAV DEY & SMT. SUSMITA MAZUMDAR mutated their names for the said property with the Holding Registrar of Siliguri Municipal Corporation, bearing Holding No. 2/1/6/5/1512/1512/1 of Ward No. 38.

AND WHEREAS the Land-owner hereinabove for the purpose of development of their aforesaid land morefully described in the Schedule herein below, have decided to develop the same but due to insufficiency of adequate funds, resource and expertise in the sphere of construction, approached the Developer, i.e. M/S. SIDDHI VINAYAK CONSTRUCTION, a Partnership firm to develop their amalgamated land measuring 0.0907 acres by constructing a Multi-storied Building thereon to which the Developer had agreed under certain terms and conditions stated hereunder.

AND WHEREAS the Developer hereof being so approached by the Land-owners had agreed to develop the below Schedule mentioned land by constructing Multi-storied Building thereon as per the sanctioned Building Plan and given proposal accordingly to the Land-owners.

AND WHEREAS the Land-owners had accepted the proposal and granted permission and exclusive right to the Developer to Develop the Schedule mentioned land in accordance with the approved Building Plan and the Land-owners had agreed to convey undivided proportionate share of the below Schedule mentioned land in respect of the Flats, parking spaces and other areas to be constructed.

AND WHEREAS in order to avoid future disputes and differences between the parties it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. That the Second Party will promote the said complex on the plot of land mentioned in the schedule given herein below as per plans. Elevations, designs, drawings and specifications shall be approved by the building cell of Siliguri Municipal Corporation and use appropriate nomenclature of its choice.
2. That any modification in the Plans, elevations, designs, drawings and specifications approved from the appropriate authority will be at the cost of Second party.
3. That the First parties undertake to signify their consents to the plans, elevation, 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 building plan.
4. That the Second party shall provide entire Second floor to the First party.

Konkar DA
Subrata Sankar
Susmita Mondal

SIDDHI VINAYAK CONSTRUCTION
Konkar DA
Partner

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Subrata Sankar
Partner

5. The construction shall be as per approved Building Plan of Siliguri Municipal Corporation, the maximum size as may be utilized.
6. That the Second Party shall demolish the existing structure of the said land and will receive the sale proceeds.
7. The construction work of the building will be started within 3 (three) months after approval of the building plan by the appropriate authority.
8. That if there will be any dispute regarding the ownership as well as the possession of the schedule land, the Landlords or First Party will arrange to rectify the dispute by their own cost or by mutual understanding.
9. That the Land Owners/ First Party will give the register Power of Attorney to the Developer/ Second Party.
10. That except owner's allocation, remaining area shall be treated as Developer's allocation.
11. That the Second Party shall be entitled to realize and receive any advances, sale consideration, Baina, salami, premium, rent, lease premium, lease rent or in other form from any party against sale, lease, tenancy etc. in respect of the DEVELOPER'S ALLOCATION as per approved Building Plan. The Second party shall also be entitled to sign and execute all documents regarding land, S. M. C. Plan, Electric connection and all Govt. official works for development purpose.
12. That the First party shall bear proportionate expenses for electric transformer.
13. That the First Parties apart from the General Power of Attorney shall also execute all necessary papers and documents from time to time as may be required by the Second Party for construction of the said complex and transfer of title of the "Developer's Area" in favour of the Second Party or any person(s) to the choice of the Second Party and the Second Party will sign as confirming party in the said Deed(s) of Transfer.

Provided if the First Parties would fail and neglect to execute the Deed of Sale in favour of the Second Party or the person(s) selected by the Second Party after receipt of intimation to that effect then, the First Party Shall be bound to compensate the Second Party for his willful delay /negligence.
14. That the parties of both the parts shall have impartible proportionate shares in the land on which the said complex will be constructed.
15. That the First Parties shall handover the possession of the below scheduled property to the Second Party within One month months from the date, of execution of this agreement for the purpose of construction of the said complex and the Second Party shall use the said property for the purpose of construction

Konkar Dny
Surbate Sanku
Sumita Hazare

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Partner

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Partner

of 3 (three) storied building. It may store the building materials as per requirement. Keep the Guard / Chowkidar or any other staff or may take other security measures.

16. That if at any time it is found that the said land described in the schedule below is encumbered, the First Parties will be liable to make it unencumbered at their own cost.
17. That all taxes and dues payable by the First Parties relating to the period up to the date of execution of these presents shall be payable by the First Parties.
18. That the taxes and other dues payable since after the date of execution of this agreement and during the construction period shall be paid by the Second Party of this Deed.
19. That the Second Party shall complete the construction of the said complex within 18 (eighteen) months from the date of approval of the building plan, provided that in case of delay in execution of work due to failure of the First Parties to make available the area vacant as per requirement or for any other reason not for the fault of the Second Party, the time shall be mutually and reasonably extended.
20. That the Second Party shall construct the said complex at its own cost be engaging direct laborers or through the contractor/s of its choice as per approved plan and the Second Party shall construct the said complex in accordance with the rules and guidelines of Siliguri Municipal Corporation and if any violation is made then, the Second Party will be solely responsible.
If any accident happens during the period of continuance of construction of the building, the First Party shall not be held liable.
21. That during the continuation of construction works the existing electric line shall be disconnected and separate electric connection shall be taken by the DEVELOPER for the purpose of construction work.
22. That the First Party will not object and / or obstruct the construction work. If the construction is stopped / delayed due to the First Party inspite of Second Party's eagerness to complete the construction then, the First Parties shall adequately compensate the Second Party. That in the same way First party shall be compensated if the construction work is delayed due to the reason of Second party.
23. That the First Party shall not interfere in the construction works by the Second Party in the below schedule land, if the construction work is done as per approved Building Plan.
24. That the First party shall hand over all the original document relating to the property to the Second party on the date of execution of this Development Agreement. The Second party shall provide original documents to the First party as and when required for their official works.

Konkar Dny

Subho Sankar

Susmita Maamoh

SIDDHI VINAYAK CONSTRUCTION

Konkar Dny
Partner

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Subho Sankar
Partner

25. That the Second Party may advertise in the media for sale and /or letting out the Developer's area of the said complex at its cost.
26. That all taxes and dues payable by the First parties relating to the period up to the date of execution of these presents shall be payable by the First Parties.
27. That any other tax implemented by the State or Central Government after execution of this Agreement, both the party is liable to pay to the Government as per Govt. norms.
28. That the existing taxes and other dues payable since after the date of execution of this agreement and during the construction period shall be paid by the Second Party of this Deed.
29. That the Second Party will act as per provision of West Bengal Apartment Ownership Act, 1972 and West Bengal (Regulation of Promotion of construction and Transfer by Promoters) Act, 1993 and if the Second Party fails to comply with any provision of the above mentioned two acts then, the Second Party will be liable for any fine, damage, Imposed by the authority.

SCHEDULE

(Description of the land owned and possessed by the First parties)

All that piece or parcel of land measuring 5 (five) kathas 8 (eight) chhataks or 0.0907 acres, alongwith 42 years old single storey residential building measuring 1000 square feet, appertaining to and forming part of R. S. Plot No. 433, corresponding to L. R. Plot No. 360, recorded in R. S. Khatian No. 646/1, corresponding to L. R. Khatian No. 483, situated within Mouza – Dabgram, J. L. No. 2, Touzi No. 3, Sheet No. 12 (R.S.) & 88 (L.R.), Pargana – Baikunthapur, within Ward No. 38 of Siliguri Municipal Corporation, Atul Prasad Sarani, Post Office – Rabindra Sarani, Pin – 734 006, Police Station – Bhaktinagar, District – Jalpaiguri, in the State of West Bengal. The floor of the building is of cemented. The said land & building is butted and bounded as follows:-

NORTH : By the land & house of Sadhan Ghosh & others;
SOUTH : By the land & house of Pritam Mandal;
EAST : By the land & house of Kalachand Saha, Subhas Garai & others;
WEST : By the land & house of K. D. Muhuri, 16 ft. wide Road & 13 ft. wide private passage;

Kanwar Singh
Subeet Samsher
Sumantra Haranah

SIDDHI VINAYAK CONSTRUCTION
Kanwar Singh
Partner

SIDDHI VINAYAK CONSTRUCTION
Subeet Samsher
Partner

OWNERS' ALLOCATION

1. Entire Second floor;

DEVELOPERS' ALLOCATION

That except owner's allocation, remaining area shall be treated as Developer's allocation.

SPECIFICATION

1. 2 ft. X 2 ft. standard quality floor tiles;
2. The floor of the kitchen will be of Marble and wall will be of tiles, slab of the kitchen will be of granite;
3. Commode or Indian pan will be used in the latrine;
4. The frame of the Door will be of Sal wood;
5. Window will be of sliding with steel iron grill;
6. The railing of the stair-case and balcony will be of steel/ iron;
7. Separate water connection, water tank and Motor will be provided by the Developer;
8. The costing of electricity connection shall be borne by the Flat owners of the building, but the Land-owner will not bear the expenses;
9. The electric switch (Anchor) and Board will be provided by the Developer;
10. Outer wall of the building will be finished with snow-chem and inside wall will be of J. K. wall Putty with Primer (after wall putty wall will be finished with apex colour);

COMMON AREAS AND FACILITIES

(Description of common facilities, common areas and common users)

1. All the stair case and landings.
2. All the electrical fittings of the stair-case and landings.
3. All the drains sewerage and rain water pipes.
4. Entire overhead water tank.
5. All the boring system, water pumps and common running water pipe lines.
6. Foundation, plinth, roof, common walls and all other supporting structures of the Building.
7. Boundary wall.
8. All vacant space in the Schedule mentioned land, Road, pathways and passage of the Building shall be used as entrance to and exit from the Building to then Siliguri Municipal Corporation Road without any interruption or hindrance whatsoever.

IN WITNESS WHEREOF all the above mentioned parties hereunto set their respective hands on the day month and year first above written.

WITNESSES:

1. Pravat Sankar

S/o of - Lt Pandosh Sankar
Dhakeswari Colony, Sapaniche
Dist - Uttar Dinajpur,
Po. Rangars, 753207.

1. Koustav Dey
2. Subrata Sankar
3. Sumita Mazumdar

Signature of the FIRST PARTY/ LAND-

SIDDHI VINAYAK CONSTRUCTION
LORD
1. Koustav Dey
Partner

SIDDHI VINAYAK CONSTRUCTION
2. Subrata Sankar
Signature of the SECOND PARTY/
DEVELOPER.

Drafted by me and computerized in my chamber:

(SUPRIO GHOSH)
Advocate, Siliguri,
Enroll. No. WB-493/2003.