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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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15-12-23

Kamal Bera

Supriya Permal.

Manokamna Developers  
Sandeep Agarwal  
Partner

# DEVELOPMENT AGREEMENT



2003081449/23

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

DR  
Addl. District Sub-Registrar  
Bha. Tinagar, Jalpaiguri

15 DEC 2023

**NON JUDICIAL STAMP**

No. 1477      08.12.2023

Shri Manohamana Developers

...P.O. Sevoh Road, Dist. Jalpaiguri

Value Rs. 500/-

1477  
08.12.2023

S.S.  
Sri Mangsu Saran Roy  
Govt Stamp Vendor  
L No. 173/R.M.  
Biliguri Court

2023/12/08

1477  
08.12.2023



✓  
Addl. Dist Sub-Registrar  
Shakti Nagar, Dist. Jalpaiguri

15 DEC 2023



Kamal Periwal

Supriya Periwal.

Manokamana Developers

Sandeep Agarwal  
Partner

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**THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 15<sup>TH</sup>  
DAY OF THE MONTH OF DECEMBER, 2023.**

**::BETWEEN::**

**1. SRI KAMAL PERIWAL**, son of Late Dharam Chand Periwal, having PAN :- AEVPP9394K and;

**2. SMT. SUPRIYA PERIWAL**, wife of Sri Kamal Periwal, having PAN :- AEGPP5426H; both are Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of 35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, Siliguri, P.O. Siliguri Bazar, P.S. Siliguri, Pin Code-734005, District Darjeeling, in the State of West Bengal - HEREINAFTER JOINTLY and COLLECTIVELY referred to and called the "**FIRST PARTY/ LANDOWNERS**" (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, successors, administrators and assigns) of the "**ONE PART**".

**AND**

**MANOKAMANA DEVELOPERS**, a Partnership Firm, having PAN :- ABZFM0482C; having its Office at Ground Floor, Infinity Square, 2<sup>nd</sup> Mile, Ward No. 43, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal, Represented by one of its **PARTNER**, **SRI SANDEEP AGARWAL**, son of Sri Omprakash Agarwal, Hindu by Religion, Indian by Nationality, Business by Occupation, Resident of Punjabi Para, Ward No. 13, Siliguri, P.O. and P.S. Siliguri, Pin Code-734001, District Darjeeling, in the State of West Bengal - HEREINAFTER referred to and called the "**SECOND PARTY / DEVELOPER**" (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**".



Kamal Periwal.

Supriya Periwal.

Manokamana Developers

Sandeep Agarwal  
Partner

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**WHEREAS** the abovenamed **FIRST PARTY - SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL** had jointly purchased and thus became the absolute and lawful owners of all piece or parcel of land measuring 6 Katha 13 Chatak 15 Sq.Ft. by virtue of purchase from Sri Gourav Kumar Bothra @ Gaurav Kumar Bothra and Sri Pawan Bothra @ Pawan Kumar Bothra, vide a registered Deed of Conveyance dated 29.09.2022, Registered in Book-I, Volume Number 0711-2022, Pages from 214641 to 214658, being No. 071109324 for the year 2022, registered in the Office of the Additional District Sub Registrar Bhaktinagar, District Jalpaiguri.

**AND WHEREAS** in this manner the abovenamed **FIRST PARTY / LANDOWNERS - SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL** became the absolute owners-in-possession of the aforesaid land measuring **6 Katha 13 Chatak 15 Sq.Ft.** more particularly described in the **SCHEDULE** below and ever since they are 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.

**AND WHEREAS** the names of the abovenamed First Party in respect of the aforesaid land were duly mutated/recorded in the records of the concerned B.L.&L.R.O. in the Record of Rights (R.O.R.) and **L.R. Khatian No. 205** (in the name of Sri Kamal Periwal) and **L.R. Khatian No. 206** (in the name of Smt. Supriya Periwal) were framed in their respective names under the provisions of West Bengal Land Reforms Act, 1955.

**AND WHEREAS** being such owner the First Party are being desirous to construct a **Multistoried Building** over and upon their all that piece or parcel of land measuring 6 Katha 13 Chatak 15 Sq.Ft. described in the Schedule below, but are not in a position to put their contemplation and scheme into action due to lack of funds and expertise.

**AND WHEREAS** the Second Party is a bonafide Developer/Promoter/Contractor/Builder having experience in designing, construction and

Kamal Periwal.

Supriya Periwal.

Manokamana Developers

Sandeep Agarwal  
Partner

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development and adequate resources of finance in construction of such multistoried building projects.

**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 the proposed multistoried building on the land as above referred and fully described in the Schedule given below in consideration of shares as mentioned herein on the basis of the plan to be approved by the competent authority 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 costs by its shares as mentioned herein.

**AND WHEREAS** the Second Party have now accepted the offer of the First Party and has agreed to construct such multistoried building on and over the 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:-

**1) DEFINITIONS:-**

1. **LANDOWNERS** : shall mean; **SRI KAMAL PERIWAL** and **SMT. SUPRIYA PERIWAL**.
2. **DEVELOPER** : shall mean; **MANOKAMANA DEVELOPERS**.
3. **BUILDING/ PROJECT** : shall mean the proposed **PARKING PLUS FOUR STORIED BUILDING** to be constructed on the below Schedule land in accordance with the plan.

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Kamal Prasad,

Supriya Perinid.

Manokamana Developers

- Sandeep Agarwal  
Partner

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4. **COMMON FACILITIES AND AMENITIES** : shall mean corridors, stairways, passage, ways, 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.
5. **SALEABLE SPACE** : shall mean the spaces in the proposed building available for independent use and occupation after making the provisions for common facilities.
- ✓ 6. **LANDOWNERS' SHARE** : shall mean 50% (Fifty Percent) of the Sale Proceeds of the total saleable areas of the proposed Multistoried Building to be constructed on the below Schedule land.
7. **DEVELOPER'S SHARE** : shall mean 50% (Fifty Percent) of the Sale Proceeds of the total saleable areas of the proposed Multistoried Building to be constructed on the below Schedule land.
8. **SALES COLLECTIONS** : shall mean and include all receipts and collection made pursuant to commercial exploitation of the said multistoried building complex, including without restriction from the sale of the units constructed thereon including all receipts of whatsoever description as interest, compensation etc. less "EXEMPT RECEIPTS" i.e. funds/deposits collected from the Purchasers of the units for onward transmission to the Body of Purchasers, to/from the Government/statutory authorities/utility companies and funds/deposits received towards share money, development charges, common area maintenance charges, society registration charges, power back up if any, legal charges, stamp duty, registration fees, taxes, corpus funds, deposits, service tax, value added tax, GST any other taxes that may be collected from the Purchasers for payment to the Government.

The Sales Collection (less exempt receipts) arising from the commercial exploitation of the said multistoried building and other direct and/or

Kamal Kishore

Supriya Kevikal.

Manokamana Developers

Sandeep Agrawal  
Partner

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indirect benefits attached to the same shall be shared between the Landowners and the Developer in the agreed ratio and the method set out in the body of this Development Agreement.

9. **CARPET AREA** : shall means the net usable floor area of an unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the unit.
10. **SUPER BUILT UP AREA** : shall mean the carpet area inclusive of area covered by the external walls and exclusive balcony and including the common proportionate area of staircase, lift, lobby, landings and passage only of the floor of the designated unit, including thickness of the internal and external walls and columns.
11. **SUPERSTRUCTURES** : shall mean foundation, basement, R.C.C. Columns, all slabs, beams, staircase, lift shafts, etc.
12. **THE SAID LAND** : shall mean ALL THAT butted and bounded piece and parcel of land measuring 6 Katha 13 Chatak 15 Sq.Ft. more fully and particularly described in Schedule hereunder written.
13. **ARCHITECT** : shall mean the person or persons who may be appointed by the Developer for designing and planning of the said building complex.

## II) LANDOWNERS REPRESENTATION:-

1. That the Landowners are absolutely seized and possessed of or otherwise well and sufficiently entitled to below Schedule land free from all charges, encumbrances attachment and liens whatsoever.



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Supriya Parrot.

Manokamana Developers

Sandeep Agarwal  
Partner

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2. That the Landowners declare that the land as mentioned in the Schedule below is hold by the Landowners and have not been surrendered or forfeited and that there exist no dispute, change, mortgage, attachment or any other charges or encumbrances whatsoever on the land or any part thereof at the date of these presents.
3. That the Landowners further declares that they have not entered into any binding contract with any other person whatsoever to sale or to transfer or to develop otherwise said Schedule land or any part thereof and that there subsists no such contract of sale or transfer existing with respect to the said land or any part thereof at the date of these presents.
4. That the said land is not vested under the Urban Land (Ceiling and Regulation) Act, 1976, West Bengal Estate Acquisition Act, 1953 and the West Bengal Land Reforms Act, 1955.

### III) DEVELOPER'S RIGHTS:-

1. That the Landowners hereby grant subject to what has been hereinafter provided the exclusive right to the Developer to build, construct, erect and complete the said building complex comprising of various units in accordance with the plan to be sanctioned by the appropriate authorities with or without amendment and/ or modification made or caused by the Developer with the approval of the Landowners at its own costs.
2. That the Developer shall be entitled to modify or alter the plan with approval of the Landowners and to submit the same to the appropriate authorities in the name of the Landowners.
3. Nothing in these presents shall be constructed as a demised or assignment or transfer by the Landowners of said land or any part thereof to the Developer other than an exclusive license to the Developer construct and



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Supriya Perival.

Manokamana Developers

Sudhar Agarwal  
Partner

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to sale, mortgage, lease, transfer, conveyance of the said building complex in terms thereof subject to the terms hereinafter stated.

#### IV) BUILDING / PROJECT:-

1. That the said building/project to be constructed thereon shall be completed within the period of 2 (two) years (with addition of six months grace period) from the date of passing of Plan subject to force majeure and anything beyond the control of the Developer and the Developer shall obtain the necessary completion certificate of the said project.
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 to be sanctioned by the appropriate authorities and also with good and standard materials as may be specified by the architect from time to time.
3. 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 Landowners may inspect the site during the construction period and may indicate any variation and / or regarding quality of material if it is poor or not as per specifications.
4. That the Developer shall erect in the said building complex at its own costs as per specification and drawings provided by the architect and that pump, tube well, water storage tanks, overhead tank, septic tank, electrifications and other facilities described in the Annexure herein below as are required to be provided in the said building complex.
5. That the Developer shall be authorized in the name of the Landowners in so far as the necessary to apply and obtain quotations, entitlements and other allocations of or for cement, steel, bricks and other building's materials for the construction of the building complex and to similarly apply for and obtain connections of water, electricity power, drainage,

Kamal Desai

Supriya Parikh.

Manokamana Developers

Sandeep Desai  
Partner

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sewerage to the building complex and other inputs and facilities required for the construction or enjoyment of the building complex for which purpose the Landowners shall execute in favour of the Developer a Power of Attorney as shall be required by the Developer without incurring any liability to the Landowners.

6. That the Developer shall at its own cost and expenses construct and complete the building complex in accordance with the building plan and amendments thereto or modification thereof made or caused to be made by the Developer.
7. All the disputes relating to the construction of the said building and the units thereon shall be settled by the Developer.
8. All costs, charges and expenses including architect fees shall be paid, discharged and borne by the Developer and the Landowners shall have no liability in this context.

#### V) CONSTRUCTION:-

1. That the Developer shall be solely and exclusively responsible for construction of the said building as per standard specification mentioned in the Annexure given herein below.
2. That the Developer shall complete the entire construction work within 2 (two) years (with addition of six months grace period) from the date of execution of this Agreement sanction subject to force majeure and anything beyond the control of the Developer. However if the Developers fails to complete the said project within the stipulated period without valid reason then the Developer shall be liable to interest on the Landowners' share till the date of completion of the said project.

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*Sanjay Kumar*

*Supriya Permal*

Manokamana Developers

*Sanjay Kumar*

Partner

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**VI) NAME OF THE BUILDING COMPLEX / PROJECT:-**

That the said Building / Project to be constructed on the below Schedule land shall be named as mutually decided amongst the Landowners and the Developer.

**VII) LANDOWNERS' SHARE:-**

1. **LANDOWNERS' SHARE** : Shall mean 50% (Fifty Percent) of the Sale Proceeds of the total saleable areas of the proposed, Multistoried Building to be constructed on the Schedule land.
2. **TIME** : That the Developer shall handover the Landowners' Share as collected from intending Purchaser/s.

**VIII) DEVELOPER'S SHARE:-**

1. **DEVELOPER'S SHARE** : That in consideration of the above the Developer shall be entitled to 50% (Fifty Percent) of the Sale Proceeds of the total saleable areas of the proposed Multistoried Building to be constructed on the Schedule land.
2. That the Developer shall be entitled to realise and receive all advances, sale considerations, etc. in any form from any intending Purchasers and enter into agreement of sale, sale deeds, conveyances, lease, mortgage, instruments of transfer, etc. in favour of the intending purchaser or purchasers in respect of the said entire Multistoried Building to be constructed on the below Schedule land.
3. That the Developer shall be at liberty to enter any agreement of sale, sale deeds, conveyances, lease, mortgage, instruments of transfer to transfer, etc. and/or assign the said proposed Multistoried Building to be constructed on the below Schedule land wholly or in part/s to any person or party upon

Samuel Perivel

Supriya Perival,

Manokamana Developers

Sandip Agarwal  
Partner

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the terms and conditions as per its choice and convenience, in the manner the Developer likes or prefers at any point of time after execution of this Agreement and the Landowners shall no claim and/or objection in this regard whatsoever save and except the Landowners' share as mentioned herein.

#### **IX) THE DEVELOPER'S OBLIGATIONS:-**

1. That the Developer shall make or prepare or cause to be made or prepared the site layout plans, preliminary sketch designs, architectural drawings, structural drawings, service drawings and all other detailed plans, modifications, specifications, designs and drawings as may be necessary for the proper construction and completion of the said Project as set out in Annexure hereto.
2. That the Developer shall consult and engage the services of any architect, surveyor, engineer or any person or professional agent as may be necessary or advisable for getting the plan sanctioned/modified by the concerned authorities.
3. That the Developer shall construct the said building complex in conformity with the said layout plans, preliminary sketch designs, architectural drawings, structural drawings, service drawings, specifications and elevations as approved by the appropriate authorities and with the material of best quality and in the most substantial and workman like manner.
4. That the Developer shall construct the said Project at its own cost by using standard materials and engaging direct laborers or through the contractors of their choice as per the approved plan and the Developer shall construct the said building complex in accordance with the rules and guidelines of the concerned authorities and if any violation is made, then the Developer shall be solely responsible for the same.



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Manokamana Developers

Sardar Anwar  
Partner

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5. That any modification in the plan, elevations, designs, drawings and specifications approved from the appropriate authority will be at the cost and risk of the Developer.
6. That the Developer shall obtain all necessary permissions from the Siliguri Municipal Corporation, SJDA and other local Authorities for executing and completing the said building complex.
7. That the Developer shall apply for and obtain commencement certificate for construction of the said building complex and completion certificate from the concerned authorities at own costs and liability.
8. That the Developer shall sign declarations as may be required under the Income Tax Act 1961 as amended thereof (the Income Tax Act) or any other tax Authority necessary for obtaining certificates under the Income Tax Act.
9. That the Developer shall take the approval of the First Party before submitting the plan modifications and elevations for approval to the Authorities.
10. That all the disputes relating to the construction of the said building and the units thereon shall be settled by the Developer.
11. That the Developer shall handover the Landowners' share as collected from intending Purchaser/s.
12. That the Developer shall complete the construction work within the period of 2 (two) years (with addition of six months grace period) from the date of passing of Plan subject to force majeure or anything beyond the control of the Developer. 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/restrictions of any

Kamal Kishore

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Manokamana Developers

Sandeep Agarwal

Partner

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building material, pandemic, lockdown, 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 any other reason beyond the control of the Developer or due to any restriction / prohibition imposed by the government including eco-sensitive zone restrictions/ prohibition. In any of the aforesaid events the Developer shall be entitled to get a reasonable extension of time as mutually agreed and the Landowners shall have no right to claim any compensation of delay.

13. 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 concerned authority and in conformity with the plan as aforesaid.
14. That the Landowners and the Developer shall be entitled absolutely to their respective defined shares as mentioned herein.
15. That the Developer as Attorney of the Landowners can sign and execute all agreement of sale, sale deeds, conveyances, lease, mortgage, instruments of transfer and / or any other documents or transfer the units in the said proposed Multistoried Building to be constructed on the below Schedule land.
16. That the Developer shall have no claim/objection over the Landowners' share and shall also sign as Confirming Party in respect of Deeds of Conveyance/Sale.

#### X) INSPECTION:-

1. That the Landowners shall be entitled to inspect the progress of the construction work and materials used in the construction and building as well as the quality of the workmanship.



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Sandeep Agarwal

Partner

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2. That the Landowners or its authorized representatives shall have access to the said Project at all times for the purpose of inspection of the progress of work and quality of construction of the said building.

#### **XI) ADVERTISEMENT AND PUBLICITY:-**

That the Developer shall look after the marketing and publicity of the said building complex.

#### **XII) PERMISSIONS AND COMPLIANCE WITH LAWS:-**

1. That the Developer while carrying out the said works, shall comply with the provisions of all laws, rules and bye-laws for the time being in force affecting the building complex and shall give all necessary notices to and obtain the requisite sanction of the concerned local Authorities in respect of the said building complex and shall comply with the building and other regulations of such Authority.
2. That the Developer shall make applications and obtain all permission and approvals for construction and connections for electric supply, water supply, laying down drainage, sewage and for other amenities and incidental requirements which may be required for the purposes of the said building complex.
3. That the Developer shall apply for and obtain the necessary permission for construction of the said Project from the concerned authorities as required and for that purpose to sign applications and other papers, to pay necessary fees and do all other acts and things necessary for that purpose and in that behalf.
4. That the Developer shall keep the Landowners indemnified against all fines, penalties and losses incurred by reason of the breach of the Developer of any such laws, bye-laws and regulations.

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Manokamana Developers

Sandeep Kumar  
Partner

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### XIII) POWER OF ATTORNEY:-

1. That the Landowners shall sign, execute and register one General Power of Attorney in favour of the Developer for compliance of the obligations on the part of the Developer to be observed, fulfilled and performed hereunder and the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to be granted to the Developer hereunder and for all related works and for construction of the said building and for occupation, sale, mortgage, let-out, lease-out, exchange or transfer otherwise the said building complex and to sign execute and register the deeds/documents therein in respect of said entire Multistoried Building to be constructed on the below Schedule land.
2. That in case of death of the Landowners, 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.
3. By virtue of the powers and authorities granted by the Landowners in pursuance hereof from time to time, the Developer shall not do any such acts, deeds, matters and things whereby the rights of the Landowners hereunder or otherwise are affected and / or which go against the spirit of this Agreement.

### XIV) COMMON PROVISIONS:-

1. That the Developer shall pay and bear the property taxes and other dues and outgoing of the said building according to dues as and from the date of this Agreement till the building complex is fully constructed. Thereafter respective purchaser/s/owners of units in the said building shall bear the same proportionately.
2. That the Landowners and the Developer shall bear their respective proportionate statutory impositions and/or tax liabilities.



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Supriya Periwad.

Manokamana Developers

Sandeep Periwad  
Partner

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3. As and from the date of service of letter of possession in respect of the said building/construction, the respective owners shall be responsible to pay and bear proportionate share of the service charges for the common facilities in the building which include proportionate share of premises for insurances of the building complex, water, fire and sewerage charges and taxes, light, sanitation and maintenance of the common facilities, renovation, replacement, repair and renewal charges and expenses for the building complex and of the common wiring, pipes, electrical and pumps, motors and other electrical and mechanical installations, lift, application and equipment's stairways, corridors, passage ways, and other common facilities whatsoever as may be mutually agreed from time to time.
4. That in case of any accidents during the constructions work the Developer shall settle the same at its own costs and the Landowners shall have no liability in this respect.
5. 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 nor shall the Parties hereto constitute an Association of persons.
6. That in case of any changes in Government policies, rules, laws effecting the construction work the effect shall be borne by both the Parties.

#### **XV) LEGAL PROCEEDINGS:-**

1. That the Landowners are liable to pay and clear up all the dues of property taxes, holding taxes and other outgoing taxes upto date on or before the date of execution of this Agreement.
2. 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 Landowners if delivered by hand with due acknowledgement at the office of the Landowners and shall likewise be

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Kamal Bera

Supriya Perival

Manokamana Developers  
Sandeep Agarwal  
Partner

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deemed to have been served on the Developer by the Landowners if delivered by hand or send by prepaid registered post to the office of the Developer.

3. As and from the date of completion of the building complex the Purchaser/s/Owners shall be liable to pay and bear proportionate charges on account of land revenue rent and municipal taxes and other taxes payable in respect of their units.
4. If in case any disputes arises during the time of construction relating to the title and possession of the below Schedule land then the Landowners shall be liable to settle the same.

#### **XVI) 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.

#### **XVII) JURISDICTION: -**

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

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Manokamana Developers

Sandeep Agarwal  
Partner

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**SCHEDULE**  
**(DESCRIPTION OF THE LAND)**

All that piece or parcel of **VACANT LAND** measuring **6 KATHA 13 CHATAK 15 SQUARE FEET**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 58/151**, corresponding to **L.R. PLOT No. 3**, Recorded in **R.S. KHATIAN Nos. 681/8, 681/11, 681/13** and **681/17**, **L.R. KHATIAN Nos. 205** and **206**, under **R.S. SHEET No. 4**, **L.R. SHEET No. 31**, **J.L. No. 2**, Pargana Baikunthapur, within the limits of limits of **WARD No. 41** of Siliguri Municipal Corporation bearing Holding No. 360/2/1/473, **Zilla Parishad Road Bye Lane**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal. The classification of the said land is Bastu and proposed land use is also Bastu.

The said land is bound and butted as follows:-

By the North : 16 Feet wide Road,  
By the South : 25 Feet wide Road,  
By the East : Land and Building of Surajmukhi Tea,  
By the West : Land and House of Nathmal Agarwala.

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Kamal Arora

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Manokamana Developers  
Sandeep Arora  
Partner

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**ANNEXURE  
(SPECIFICATIONS OF THE WORK)**

Foundation	Earthquake resistant RCC frame super structure with infill brick/walls.
Elevation	Skilled and quality craftsmanship to make the complex a symbol of class
Doors/Windows	Natural Anodised Sliding Aluminium windows fitted with grills. PVC door frames, Water resistant flush doors with standard fittings.
Flooring	Vitrified tiles in Drawing, Dining and Bedroom. Anti-skid tiles in toilet.
Fire Fight System	Equipped with efficient and effective firefighting system.
Wall Finish	Interior- Wall putty, Exterior-Painted with good quality exterior paint.
Kitchen	Anti-skid Ceramic tiles in floor, Granite counter top with stainless steel sink and ceramic tiles upto 2 feet above counter.
Toilet	CP fittings of jaquar or equivalent brand; wall hung EWC ; Wash Basin and High quality ceramic tiles upto door height.
Elevator	Automatic elevator.
Electrical / wiring	Concealed wiring with fire resistant ISI grade copper conductors having provision for adequate points and TV sockets in Drawing and Master bedroom. A.C points in master bedroom, protective M.C.B's and

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Manokamana Developers

Sandeep ~~Aswani~~  
Partner

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	elegant modular switches of reputed brand.
Generator Back up	Generator back up will be provided only for common space and facilities, i.e. parking, CCTV, water pump, common lights & etc. No power back up will be provided in the flat.

**Note:-** That the photographs and the fingerprints of the First Party and the Authorised Signatory of the Second Party are duly affixed upon Sheets forming PART of these presents.

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

**WITNESSES:-**

1. Risha Perind. ✓  
S/o Kamal Perind ✓  
Samrat Bose Saroni ✓  
East Melanpally ✓  
P.O. Siliguri Bazar ✓  
P.S. Siliguri ✓  
Dist- Darjeeling ✓

The contents of this document have been gone through and understood personally.

Kamal Perind ✓

Supriya Perind. ✓

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**FIRST PARTY / LANDOWNERS**

Manokamana Developers

Sandeep Anand  
Partner

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**SECOND PARTY / DEVELOPER**

2. Saumyadip Mukherjee  
S/o Lt. Samir Mukherjee  
Santigaukh Road No-2  
Siliguri  
Dist- Darjeeling.

Drafted as per instructions of the Parties herein, readover & explained & printed in my office.


Nikunj Saraf

**NIKUNJ SARAF**

**Advocate :: Siliguri**












Regn. No. WB/1287/2008.



		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>LEFT HAND</b>					
	<b>RIGHT HAND</b>					












*Kamel Pooja*

SIGNATURE

		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>LEFT HAND</b>					
	<b>RIGHT HAND</b>					

*Supriya Perival*

SIGNATURE

 <i>Sandeep Arora</i>		<b>THUMB</b>	<b>FORE FINGER</b>	<b>MIDDLE FINGER</b>	<b>RING FINGER</b>	<b>LITTLE FINGER</b>
	<b>LEFT HAND</b>					
<b>RIGHT HAND</b>						

**Manokamana Developers**

*Sandeep Arora*  
**Partner**

\_\_\_\_\_  
**SIGNATURE**

*[Faint blue ink scribbles]*

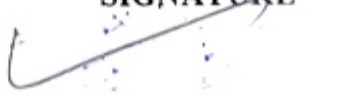


WITNESS / IDENTIFIER

 <i>Richard Perind</i>	<p>LEFT THUMB IMPRESSION</p>	
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*Richard Perind*

SIGNATURE



### Major Information of the Deed



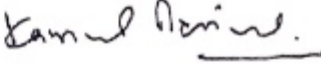
Deed No :	I-0711-08928/2023	Date of Registration	15/12/2023
Query No / Year	0711-2003081449/2023	Office where deed is registered	
Query Date	14/12/2023 3:12:05 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	N S Associate Siliguri,Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8637372499, 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], [4309] Other than Immovable Property, Indemnity Bond [Rs : 50/-]		
Set Forth value	Market Value		
	Rs. 84,56,247/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,022/- (Article:48(g))	Rs. 28/- (Article:E, E, E,)		
Remarks	Received Rs. 50/- ( FIFTY only ) from the applicant for issuing the assement slip.(Urban area)		

### Land Details :



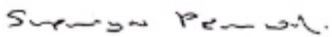
District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Zilla Parishad Road Bye Lane, Mouza: Dabgram Sheet No - 4, JI No: 2, Pin Code : 734001

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-58/151	RS-681/11	Bastu	Bastu	6 Katha 13 Chatak 15 Sq Ft		84,56,247/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					<b>11.275Dec</b>	<b>0 /-</b>	<b>84,56,247 /-</b>	

### Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Kamal Periwal (Presentant)</b> Son of Late Dharam Chand Periwal Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office		 Captured	
		15/12/2023	LTI 15/12/2023	15/12/2023



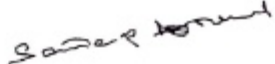


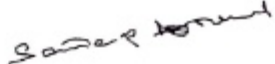


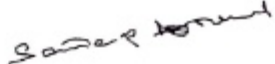
35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx4k, Aadhaar No: 43xxxxxxxx0948, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office

2	Name	Photo	Finger Print	Signature
	<b>Smt Supriya Periwal</b> Wife of Shri Kamal Periwal Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office	 15/12/2023	 Captured LTI 15/12/2023	 15/12/2023
	35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734005 Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: aexxxxxx6h, Aadhaar No: 55xxxxxxxx5472, Status :Individual, Executed by: Self, Date of Execution: 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023 ,Place : Office			

**Developer Details :**



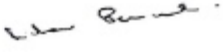
SI No	Name,Address,Photo,Finger print and Signature
1	<b>Manokamana Developers</b> Ground Floor, Infinity Square, 2nd Mile, Ward No. 43, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: abxxxxx2c,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

**Representative Details :**

SI No	Name,Address,Photo,Finger print and Signature								
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Shri Sandeep Agarwal</b>                      Son of Shri Omprakash Agarwal                      Date of Execution - 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023, Place of Admission of Execution: Office                 </td> <td>                        Dec 15 2023 12:05PM                 </td> <td>                        Captured                      LTI                      15/12/2023                 </td> <td>                        15/12/2023                 </td> </tr> </tbody> </table> <p>Punjabi Para, Ward No. 13, Siliguri, 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, PAN No.:: acxxxxx0a, Aadhaar No: 35xxxxxxxx9812 Status : Representative, Representative of : Manokamana Developers (as Partner)</p>	Name	Photo	Finger Print	Signature	<b>Shri Sandeep Agarwal</b> Son of Shri Omprakash Agarwal Date of Execution - 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023, Place of Admission of Execution: Office	 Dec 15 2023 12:05PM	 Captured LTI 15/12/2023	 15/12/2023
Name	Photo	Finger Print	Signature						
<b>Shri Sandeep Agarwal</b> Son of Shri Omprakash Agarwal Date of Execution - 15/12/2023 , Admitted by: Self, Date of Admission: 15/12/2023, Place of Admission of Execution: Office	 Dec 15 2023 12:05PM	 Captured LTI 15/12/2023	 15/12/2023						



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Rishav Periwal</b> Son of Shri Kamal Periwal 35/3, Samaresh Bose Sarani, East Milanpally, City:- Siliguri Mc, P.O:- Siliguri Baar, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001		 Captured	
	15/12/2023	15/12/2023	15/12/2023
Identifier Of Shri Kamal Periwal, Smt Supriya Periwal, Shri Sandeep Agarwal			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Kamal Periwal	Manokamana Developers-5.6375 Dec
2	Smt Supriya Periwal	Manokamana Developers-5.6375 Dec

**Land Details as per Land Record**

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Zilla Parishad Road Bye Lane, Mouza:  
Dabgram Sheet No - 4, JI No: 2, Pin Code : 734001

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	RS Plot No:- 58/151, RS Khatian No:- 681/11		

**Endorsement For Deed Number : I - 071108928 / 2023**

**On 15-12-2023**

**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 11:49 hrs on 15-12-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Shri Kamal Periwal , one of the Executants.

**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 84,56,247/-

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

Execution is admitted on 15/12/2023 by 1. Shri Kamal Periwal, Son of Late Dharam Chand Periwal, 35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business, 2. Smt Supriya Periwal, Wife of Shri Kamal Periwal, 35/3, Samaresh Bose Sarani, East Milanpally, Ward No. 26, P.O: Siliguri Bazar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734005, by caste Hindu, by Profession Business

Indetified by Shri Rishav Periwal, , , Son of Shri Kamal Periwal, 35/3, Samaresh Bose Sarani, East Milanpally, P.O: Siliguri Baar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

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

Execution is admitted on 15-12-2023 by Shri Sandeep Agarwal, Partner, Manokamana Developers (Partnership Firm), Ground Floor, Infinity Square, 2nd Mile, Ward No. 43, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Shri Rishav Periwal, , , Son of Shri Kamal Periwal, 35/3, Samaresh Bose Sarani, East Milanpally, P.O: Siliguri Baar, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 28.00/- ( E = Rs 28.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 28/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2023 7:34PM with Govt. Ref. No: 192023240317283461 on 14-12-2023, Amount Rs: 28/-, Bank: Indian Overseas Bank ( IOBA0000015), Ref. No. 202312140762775 on 14-12-2023, Head of Account 0030-03-104-001 -16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 10,022/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,022/-

**Description of Stamp**

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

2. Stamp: Type: Impressed, Serial no 1477, Amount: Rs.5,000.00/-, Date of Purchase: 08/12/2023, Vendor name: Sudhangshu Saran Roy

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 14/12/2023 7:34PM with Govt. Ref. No: 192023240317283461 on 14-12-2023, Amount Rs: 5,022/-, Bank: Indian Overseas Bank ( IOBA0000015), Ref. No. 202312140762775 on 14-12-2023, 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**

ertificate of Registration under section 60 and Rule 69.

Registered in Book - I

Volume number 0711-2023, Page from 183780 to 183809

being No 071108928 for the year 2023.



DM

Digitally signed by BISWARUP GOSWAMI  
Date: 2023.12.19 12:02:57 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 19/12/2023  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BHAKTINAGAR  
West Bengal.