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Sudhar Kumar Ghosh
MANOKAMANA REAL ESTATE
PARTNER

Sandeep Ghosh
PARTNER

DEVELOPMENT AGREEMENT

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

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Adtl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

23 MAY 2023

NON JUDICIAL STAMP

No. 768

13.12.2022

For Sudhis Kr. Ghosh

Ramkrishna Sarani, Dist Jalpaiguri.

Value Rs. 100/-

(Signature) Saran Roy
Govt. Stamp Vendor
No. 173/R.M.
Bhakti Nagar

RE 88531

পূর্ববঙ্গের উপ-রেজিস্ট্রার

স্বাক্ষর
স্বাক্ষর
স্বাক্ষর



DEVELOPMENT AGREEMENT

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Confirmed that the Document
Registration and the Sign
the Enclosure Sheet attached
Document are part of this Document

Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

23 MAY 2022

Sudhir Kumar Ghosh
MANOKAMANA REAL ESTATE
Sandeep Agarwal
PARTNER

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE 01ST DAY OF THE MONTH OF FEBRUARY, 2023.

::BETWEEN::

SRI SUDHIR KUMAR GHOSH ALIAS SUDHIR GHOSH, son of Late Jiban Krishna Ghosh, Hindu by Religion, Indian by Nationality, Service by Occupation, Resident of Ramkrishna Sarani, Jyotinagar, Ward No. 41, P.O. Sevoke Road, P.S. Bhaktinagar, Pin Code-734001, District Jalpaiguri, in the State of West Bengal - HEREINAFTER referred to and called the "**FIRST PARTY/ LAND OWNER**" (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, successors, administrators and assigns) of the "**ONE PART**". (PAN :- ADNPG2904P).

AND

MANOKAMANA REAL ESTATE, a Partnership Firm, having its Office at Ground Floor, Infinity Square, 2nd 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**". (PAN :- ABWFM5785B).

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Addl. Dist Sub-Registrar
Bhakti Nagar, Dist-Jalpaiguri

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WHEREAS the abovenamed **FIRST PARTY - SRI SUDHIR KUMAR GHOSH ALIAS SUDHIR GHOSH** had purchased and thus became the sole, absolute and lawful owner of all land in total measuring 46 Decimal by virtue of purchase from Sri Laku Singh Roy alias Upen Singh Roy (Recorded Owner), son of Late Nindur Singh Roy, vide a registered Deed of Conveyance dated 27.12.1984, being No. I-3898 for the year 1984, registered in the Office of the then Sadar Joint Sub Registrar Jalpaiguri.

AND WHEREAS in this manner the abovenamed First Party became the sole and absolute owner-in-possession of the aforesaid land in total measuring 46 Decimal and ever since 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.

AND WHEREAS the name of the abovenamed First Party in respect of the aforesaid land was duly mutated in the records of the concerned B.L.&L.R.O. in the Record of Rights (R.O.R.) and a new L.R. Khatian No. 42 was framed in his name under the provisions of West Bengal Land Reforms Act, 1955.

AND WHEREAS being such owner the First Party is being desirous to construct a proposed **Ground Plus Four Storied Residential Cum Commercial Multistoried Building Complex** over and upon his all that piece or parcel of land measuring about **0.2970 Acre**, out of the aforesaid land, more particularly described in the **SCHEDULE** below, but is not in a position to put his 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 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 proposed multistoried building on the land as above referred and fully described in the Schedule "A" given below in consideration of allocations as mentioned herein on the basis of the plan to be approved by the competent authority taking

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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 its allocations as mentioned herein on ownership basis to the intending buyers/ purchasers/ companies/ organizations/ co-operatives and/ or as deemed fit.

AND WHEREAS the Second Party has now accepted the offer of the First Party and has agreed to construct such multistoried building on and over the Schedule "A" 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. **LAND OWNER** : shall mean; **SRI SUDHIR KUMAR GHOSH ALIAS SUDHIR GHOSH.**
2. **DEVELOPER** : shall mean; **MANOKAMANA REAL ESTATE.**
3. **BUILDING/ PROJECT** : shall mean; **GROUND PLUS FOUR STORIED RESIDENTIAL CUM COMMERCIAL BUILDING** to be constructed on the below Schedule "A" land in accordance with the plan.
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

Judith Kuanon Gotsch
MANOKAMANA REAL ESTATE
Sandra A. Arnold
PARTNER

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establishment, location enjoyment maintenances and / or management of the building complex.

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. **LANDOWNER'S ALLOCATION** : shall mean Three Numbers of Commercial Spaces and 50% (Fifty Percent) Car Parking Spaces at the Ground Floor and Three Numbers of Residential Flats in Each Floors in the said proposed Ground Plus Four Storied Residential Cum Commercial Building to be constructed on Schedule "A" land Together with undivided proportionate share in the land and proportionate right, title and interest over the roof, common facilities and amenities on pro rata basis, more particularly described in the SCHEDULE "B" below.
7. **DEVELOPER'S ALLOCATION** : shall mean Three Numbers of Commercial Spaces and 50% (Fifty Percent) Car Parking Spaces at the Ground Floor and Three Numbers of Residential Flats in Each Floors in the said proposed Ground Plus Four Storied Residential Cum Commercial Building to be constructed on Schedule "A" land Together with undivided proportionate share in the land and proportionate right, title and interest over the roof, common facilities and amenities on pro rata basis, more particularly described in the SCHEDULE "C" below.
8. **"LANDOWNERS AND DEVELOPER"** shall include their respective transferees/nominees.
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.

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Sandeep Aram
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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/s, 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 about **0.2970 Acre** more fully and particularly described in **SCHEDULE "A"** 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) OWNER'S REPRESENTATION:-

1. That the Landowner is absolutely seized and possessed of or otherwise well and sufficiently entitled to Schedule "A" land free from all charges, encumbrances attachment and liens whatsoever.
2. That the Landowner declare that the land as mentioned in the Schedule "A" below is hold by the Landowner and has 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 Landowner further declares that he has not entered into any binding contract with any other person whatsoever to sale or to transfer or to develop otherwise said Schedule "A" 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.

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Sandeep Kumar
PARTNER

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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 Landowner 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 the various sizes of shops, flats, parkings spaces, etc. 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 Landowner at its own costs.
2. That the Developer shall be entitled to modify or alter the plan with approval of the Landowner and to submit the same to the appropriate authorities in the name of the Landowner.
3. Nothing in these presents shall be constructed as a demise or assignment or transfer by the Landowner of said land or any part thereof to the Developer other than an exclusive license to the Developer construct and to sale, mortgage, lease, transfer, conveyance of the Developer's Allocation as mentioned herein in 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.

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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 Landowner 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 Schedule "D" below as are required to be provided in the said building complex.
5. That the Developer shall be authorized in the name of the Landowner 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, sewerage to the building complex and other inputs and facilities required for the construction or enjoyment of the building complex for which purpose the Landowner shall execute in favour of the Developer a Power of Attorney as shall be required by the Developer without incurring any liability to the Landowner.
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.

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Sandeep Ghosal

PARTNER

7. All the disputes relating to the construction of the said building complex and the shops, flats, parking spaces, etc. 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 Landowner 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 Schedule "D" 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 Landowner's Allocation till the date of completion of the said project.

VI) NAME OF THE BUILDING COMPLEX / PROJECT:-

That the said Building Complex/Project to be constructed on the Schedule "A" land shall be named as "PEARL HOMES".

VII) LANDOWNER'S ALLOCATION:-

1. **LANDOWNER'S ALLOCATION** : Shall mean Three Numbers of Commercial Spaces and 50% (Fifty Percent) Car Parking Spaces at the

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Ground Floor and Three Numbers of Residential Flats in Each Floors in the said proposed Ground Plus Four Storied Residential Cum Commercial Building to be constructed on Schedule "A" land Together with undivided proportionate share in the land and proportionate right, title and interest over the roof, common facilities and amenities on pro rata basis, more particularly described in the **SCHEDULE "B"** below.

2. **TIME** : That as mutually agreed the Developer shall handover the proposed Landowner's Shops, Residential Flats and Parking Spaces described in the Schedule "B" below on the completion of the said building as mentioned herein.

VIII) DEVELOPER'S ALLOCATION:-

1. **DEVELOPER'S ALLOCATION** : That in consideration of the above the Developer shall be entitled to Three Numbers of Commercial Spaces and 50% (Fifty Percent) Car Parking Spaces at the Ground Floor and Three Numbers of Residential Flats in Each Floors in the said proposed Ground Plus Four Storied Residential Cum Commercial Building to be constructed on Schedule "A" land Together with undivided proportionate share in the land and proportionate right, title and interest over the roof, common facilities and amenities on pro rata basis, more particularly described in the **SCHEDULE "C"** below.
2. That the Developer shall be entitled to realise and receive all advances, sale considerations, etc. in any form from any intending Purchasers an 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 Developer's Allocation described in the Schedule "C" below.
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 Developer's Allocation described in the Schedule "C"

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below wholly or in part/s to any person or party upon 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 Landowner shall no claim and/or objection in this regard whatsoever.

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 Schedule "D" 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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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 S.M.C. 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 shops, flats, parking spaces, etc. thereon shall be settled by the Developer.
11. That the Developer shall upon completion of the said building shall handover Landowner's Allocation to the Landowner as mentioned herein.
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

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Said Afzal
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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 Landowner 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 Landowner and the Developer shall be entitled absolutely to their respective defined allocations as mentioned herein.
15. That the Developer as Attorney of the Landowner can sign and execute all agreement of sale, sale deeds, conveyances, lease, mortgage, instruments of transfer and / or any other documents or transfer the Developer's may enter into with any person who desire to acquire units in the said building complex in respect of the Developer's Allocation.
16. That the Developer shall have no claim/objection over the Landowner's Allocation and shall sign as Confirming Party in respect of Deeds of Conveyance/Sale in respect of the Landowner's Allocation.

X) INSPECTION:-

1. That the Landowner 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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Suresh Ghosh
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2. That the Landowner or his 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 Landowner indemnified against all fines, penalties and losses incurred by reason of the breach of the Developer of any such laws, bye-laws and regulations.

Sudhakar Kumar Ghosh

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XIII) POWER OF ATTORNEY:-

1. That the Landowner 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, gift, mortgage, let-out, lease-out, exchange or transfer otherwise the Developer's Allocation in the said building complex and to sign execute and register the deeds/documents therein in respect of Developer's Allocation.
2. That in case of death of the Landowner, then in that event his 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 Landowner in pursuance hereof from time to time, the Developer shall not do any such acts, deeds, matters and things whereby the rights of the Landowner 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 shops, flats, parkings, etc. shall bear the same proportionately.
2. That the Landowner and the Developer shall bear their respective proportionate statutory impositions and/or tax liabilities.

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Sandeep Anand
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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 complex 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/s, 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 Landowner 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 Landowner 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 Landowner if delivered by hand with due acknowledgement

Indira Kumar Ghosh

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at the office of the Landowner and shall likewise be deemed to have been served on the Developer by the Landowner 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 "A" land then the Landowner shall be liable to settle the disputes.

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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Sandeep Anand
PARTNER

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SCHEDULE "A"
(DESCRIPTION OF THE LAND)

All that piece or parcel of **VACANT LAND** measuring about **0.2970 ACRE**, situated within **MOUZA DABGRAM**, appertaining to and forming part of **R.S. PLOT No. 84/559**, corresponding to **L.R. PLOT No. 29**, Recorded in **R.S. KHATIAN No. 120, L.R. KHATIAN No. 42**, under **R.S. SHEET No. 9, L.R. SHEET No. 32, J.L. No. 2**, Pargana Baikunthapur, within the limits of limits of **WARD No. 41** of Siliguri Municipal Corporation bearing Holding No. 622, **Anil Biswas Sarani, Baikunthapally**, Police Station Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is bound and butted as follows:-

By the North : Land and House of Swapan Biswas,
By the South : 24 Feet wide Road,
By the East : 19 Feet wide Road,
By the West : Land and House of Balaram Tirkey and Others.

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Sudhir Kumar Singh

MANOKAMANA REALESTATE
Sandeep Agarwal
PARTNER

SCHEDULE -"B"
(BEING FIRST PARTY/ LANDOWNER'S ALLOCATION IN THE SAID
PROPOSED GROUND PLUS FOUR STORIED RESIDENTIAL CUM
COMMERCIAL BUILDING)

Ground Floor	(a) Three Numbers of Commercial Spaces No. 1, 2, 3, 4 (West Side). (b) 50% (Fifty Percent) Car Parking Spaces.
First Floor	Three Residential Flats No. 1A, 1D, 1E.
Second Floor	Three Residential Flats No. 2B, 2C, 2F.
Third Floor	Three Residential Flats No. 3A, 3D, 3E.
Fourth Floor	Three Residential Flats No. 4A, 4D, 4E.

Together with undivided proportionate share in the **Schedule "A" Land** and proportionate right, title and interest over the roof, common facilities and amenities on pro rata basis.

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SCHEDULE -"C"
(BEING SECOND PARTY/ DEVELOPER'S ALLOCATION IN THE SAID PROPOSED GROUND PLUS FOUR STORIED RESIDENTIAL CUM COMMERCIAL BUILDING)

Ground Floor	(a) Three Numbers of Commercial Spaces No. 5, 6, 7 (East Side). (b) 50% (Fifty Percent) Car Parking Spaces.
First Floor	Three Residential Flats No. 1B, 1C, 1F.
Second Floor	Three Residential Flats No. 2A, 2D, 2E.
Third Floor	Three Residential Flats No. 3B, 3C, 3F.
Fourth Floor	Three Residential Flats No. 4B, 4C, 4F.

Together with undivided proportionate share in the Schedule "A" Land and proportionate right, title and interest over the roof, common facilities and amenities on pro rata basis.

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SCHEDULE "D"
(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 of Otis/Kone or equivalent brand.
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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Sandeep Agarwal
PARTNER

	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.
Other Amenities	1. Community hall. 2. Gym 3. CCTV camera Surveillance.

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

Continued to next page



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:-

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

1. Dilip Agarwal
S/o Omprakash Agarwal
Punjabi Para
P.O. Siliguri
P.S. - Siliguri
Dist. Darjeeling
734001

Sudhir Kumar Ghosh

FIRST PARTY / LANDOWNER

2. Swanya Ghosh
W/o Sri Sudhir K. Ghosh
Jyoti Nagar, 2nd Mile,
Serake Road, Siliguri

MANOKAMANA REALESTATE

Sandeep Agarwal
PARTNER

SECOND PARTY / DEVELOPER

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

N Saraf

NIKUNJ SARAF
Advocate :: Siliguri
Regn. No. WB/1287/2008.



Sudhir Kumar Ghosh

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

Sudhir Kumar Ghosh

SIGNATURE



Sandeep Agarwal

	THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
LEFT HAND					
RIGHT HAND					

MANOKAMANA REALESTATE

Sandeep Agarwal
PARTNER

SIGNATURE

WITNESS / IDENTIFIER

 <i>Dilip Agarwal</i>	<p>LEFT THUMB IMPRESSION</p>	
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Dilip Agarwal

SIGNATURE

Major Information of the Deed



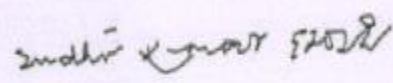
Deed No :	I-0711-03719/2023	Date of Registration	23/05/2023
Query No / Year	0711-2001309085/2023	Office where deed is registered	
Query Date	22/05/2023 1:56:24 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	N S Associate Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 8637372499, Status : Advocate		
Transaction	[0110] Sale, Development Agreement or Construction agreement		
Set Forth value	Additional Transaction [4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4308] Other than Immovable Property, Agreement [No of Agreement : 1]		
Stampduty Paid(SD)	Market Value Rs. 2,26,80,005/-		
Remarks	Registration Fee Paid Rs. 21/- (Article:E, E, E)		
	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: Anil Biswas Sarani, Mouza: Dabgram Sheet No - 9, , Ward No: 41 JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed ROR		Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
			Bastu	Bastu				Width of Approach Road: 24 Ft., Adjacent to Metal Road.
L1	RS-84/559	RS-120	Bastu	Bastu	0.297 Acre		2,26,80,005/-	
Grand Total :					29.7Dec	0 /-	226,80,005 /-	

Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			Signature
	Name	Photo	Finger Print	
1	Shri Sudhir Kumar Ghosh, (Alias: Shri Sudhir Ghosh) (Presentant) Son of Late Jiban Krishna Ghosh Executed by: Self, Date of Execution: 01/02/2023 , Admitted by: Self, Date of Admission: 23/05/2023 ,Place : Office	 23/05/2023	 LTI 23/05/2023	 23/05/2023
Ramkrishna Sarani, Jyotinagar, Sevoke Road, Ward No.41, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:-734001 Sex: Male, By Caste: Hindu, Occupation: Service, Citizen of: India, PAN No.:: adxxxxxx4p, Aadhaar No: 74xxxxxxxx4097, Status :Individual, Executed by: Self, Date of Execution: 01/02/2023 , Admitted by: Self, Date of Admission: 23/05/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature	
1	Manokamana Real Estate 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.:: abxxxxxx5b,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative	

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			Signature
	Name	Photo	Finger Print	
1	Shri Sandeep Agarwal Son of Shri Omprakash Agarwal Date of Execution - 01/02/2023, , Admitted by: Self, Date of Admission: 23/05/2023, Place of Admission of Execution: Office	 May 23 2023 11:48AM	 LTI 23/05/2023	 23/05/2023
Punjabi Para, Ward No. 13, 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: 35xxxxxxxx9812 Status : Representative, Representative of : Manokamana Real Estate (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri Dilip Kumar Agarwal Son of Shri Omprakash Agarwal Punjabi Para, Ward No. 13, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001			
	23/05/2023	23/05/2023	23/05/2023
Identifier Of Shri Sudhir Kumar Ghosh, Shri Sandeep Agarwal			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri Sudhir Kumar Ghosh	Manokamana Real Estate-29.7 Dec

Endorsement For Deed Number : I - 071103719 / 2023

On 23-05-2023

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 11:35 hrs on 23-05-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Shri Sudhir Kumar Ghosh Alias Shri Sudhir Ghosh, 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 2,26,80,005/-

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

Execution is admitted on 23/05/2023 by Shri Sudhir Kumar Ghosh, Alias Shri Sudhir Ghosh, Son of Late Jiban Krishna Ghosh, Ramkrishna Sarani, Jyotinagar, Sevoke Road, Ward No. 41, P.O: Sevoke Road, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Service
Identified by Shri Dilip Kumar Agarwal, , Son of Shri Omprakash Agarwal, Punjabi Para, Ward No. 13, P.O: Siliguri, 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 23-05-2023 by Shri Sandeep Agarwal, Partner, Manokamana Real Estate (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

Identified by Shri Dilip Kumar Agarwal, , Son of Shri Omprakash Agarwal, Punjabi Para, Ward No. 13, P.O: Siliguri, 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 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 22/05/2023 2:27AM with Govt. Ref. No: 192023240064444381 on 22-05-2023, Amount Rs: 21/-, Bank: CANARA BANK (CNRB0000344), Ref. No. GRIPS2023052256290 on 22-05-2023, Head of Account 0030-03-104-001-16

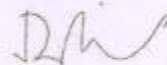
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 40,020/- and Stamp Duty paid by Stamp Rs 100.00/-, by online = Rs 39,920/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 768, Amount: Rs.100.00/-, Date of Purchase: 13/12/2022, Vendor name: S S Roy
2. Stamp: Type: Court Fees, Amount: Rs.10.00/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 22/05/2023 2:27AM with Govt. Ref. No: 192023240064444381 on 22-05-2023, Amount Rs: 39,920/-, Bank: CANARA BANK (CNRB0000344), Ref. No. GRIPS2023052256290 on 22-05-2023, 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 79046 to 79077

being No 071103719 for the year 2023.



Biswarup Goswami

Digitally signed by BISWARUP
GOSWAMI
Date: 2023.05.25 14:36:56 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/05/25 02:36:56 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)