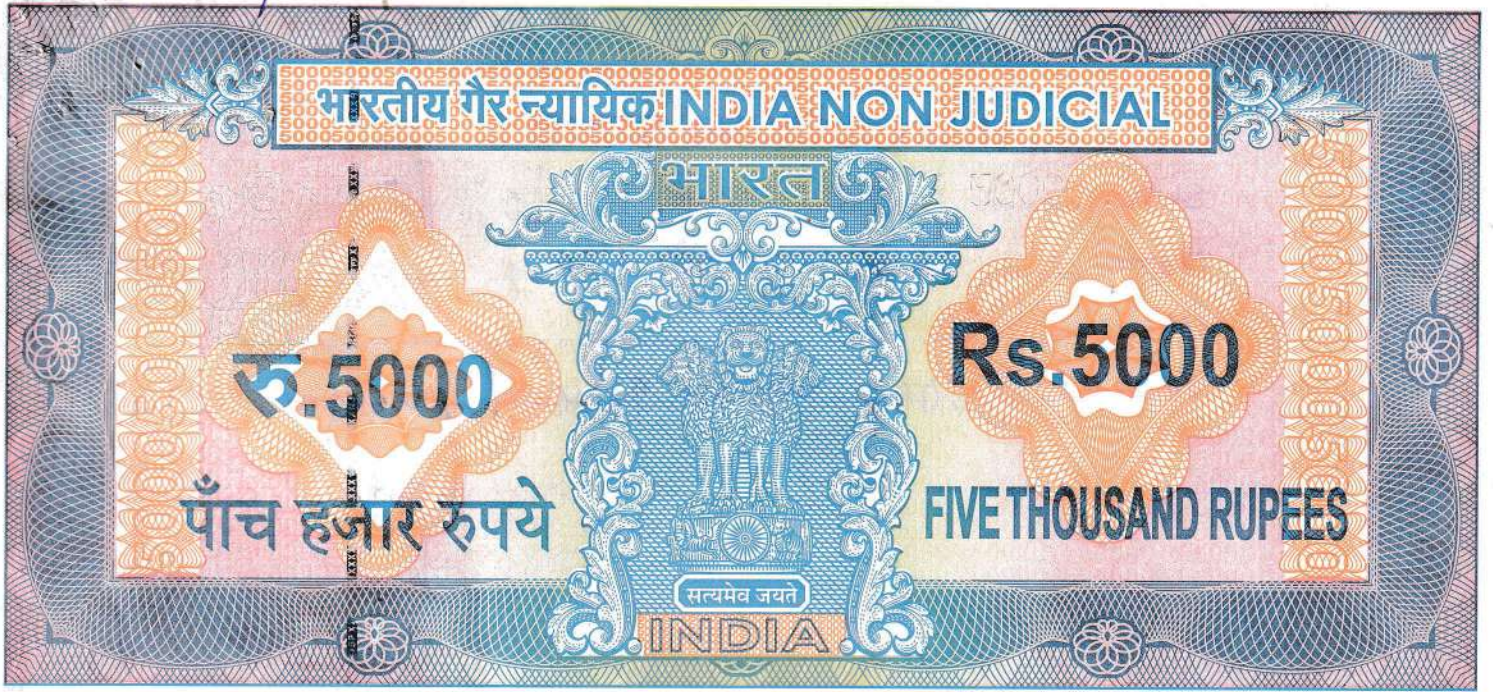


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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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SUNRISE BUILDERS

Trideeb Ghosh

Partner

Raji Choudhury



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS ^{23rd} DAY OF AUGUST, TWO THOUSAND TWENTY THREE

BETWEEN

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.

[Signature]
Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

Contd.....P/2

23 AUG 2023

NON JUDICIAL STAMP

Sl. No. 2530 Dated 21/08/23
Name Sunrise Builders
Of 87g
Value Rs. 5000/- (Rupees Five thousand only)

Sandhya Saha Gosh
GOVT. STAMP VENDOR
Siliguri Court
LN No - 174RM OF 2015



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

23 AUG 2023

SUNRISE BUILDERS

Trideeb Ghosh
Partner

Raji Chowdhury.

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THIS INDENTURE IS MADE ON THIS ^{23rd} DAY OF AUGUST, TWO THOUSAND TWENTY THREE

B E T W E E N

SUNRISE BUILDERS, [PAN NO. ADQFS8857G] a Partnership Firm, having its office at Sree Maa Bhawan Road, Haiderpara, Siliguri, P.O. Haiderpara, P.S. Bhaktinagar, Pin No. 734006, Dist. Jalpaiguri, represented by one of its partner namely **SRI TRIDEEB GHOSH, [PAN NO. AQLPG4483C] [AADHAR NO. 488207577129]**, Son of Sri Dilip Ghosh, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of Jatin Das Sarani, Ashrampara, Siliguri, P.O. & P.S. Siliguri, Pin No. 734001, Dist. Darjeeling (W.B.) - hereinafter called the **DEVELOPER/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to its representatives, executors, directors, administrators and assigns) of the **ONE PART**.

A N D

SRI RAJU CHOWDHURY, [PAN NO. AFPPC7519E] [AADHAR NO. 911428624360] Son of Late Kalika Ranjan Chowdhury, Hindu by Religion, Indian by Nationality, Business by occupation, resident of Himachal Sarani by Lane - 2, Haiderpara, Ward No. 40 of S.M.C., P.O. Haiderpara, P.S. Bhaktinagar, Pin No. 734001, District Jalpaiguri (W.B.) - hereinafter called the **OWNER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART**.

WHEREAS one Smt. Gita Chowdhury, Wife of Sri Kalika Ranjan Chowdhury, became the absolute owner of Land measuring 8.25 Decimal or 5 Katha, recorded in R.S. Plot No. 186/663, recorded in R.S. Khatian No. 720, Situated within Mouza Dabgram, J.L. No. 2, Touzi No. 3, Pargana Baikunthapur, Sheet No. 12 (R.S.), Police Station Rajganj now Bhaktinagar, District Jalpaiguri, by virtue of a registered Deed of Sale being No. I-1164 for the year 1982 recorded in Book No. I Volume No. 18 Pages from 21 to 25 same was registered at Sadar Joint Sub-Registrar Jalpaiguri, executed by Sri Gajanand Sharma, Son of Sri Kundanmal Sharma. Thereafter said Smt. Gita Chowdhury, Wife of Sri Kalika Ranjan Chowdhury, constructed a Tin Shed Structure measuring 400 Sq. Ft. upon her said plot of Land measuring 8.25 Decimal or 5 Katha, and since having permanent, heritable and transferable right; title and interest therein, free from all encumbrances and charges whatsoever.

A N D

SUNRISE BUILDERS

Trideep Ghosh

Partner

Raju Chowdhury

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WHEREAS being owner in such possession said Smt. Gita Chowdhury, Wife of Sri Kalika Ranjan Chowdhury, had mutated her name at the office of the B.L. & L.R.O. Rajganj in respect of her said landed property therefore a new khatian had been issued in her favour vide L.R. Khatian No. 597, Bearing L.R. Plot No. 79/364, Situated within Mouza Dabgram, J.L. No. 2, Touzi No. 3, Pargana Baikunthapur, Sheet No. 12 (R.S.) & 64 (L.R.), Police Station Bhaktinagar, District Jalpaiguri, since then having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

WHEREAS being owner in such possession said Smt. Gita Chowdhury, Wife of Late Kalika Ranjan Chowdhury, transferred her aforesaid total Land measuring 5 Katha or 8.25 Decimals together with Tin Shed Structure measuring 400 Sq. Ft. standing thereon, recorded in R.S. Plot No. 186/663, corresponding to L.R. Plot No. 79/364, recorded in R.S. Khatian No. 720, corresponding to L.R. Khatian No. 597, Situated within Mouza Dabgram, J.L. No. 2, Touzi No. 3, Pargana Baikunthapur, Sheet No. 12 (R.S.) & 64 (L.R.), Under Siliguri Municipal Corporation Area Ward No. 40, Within the jurisdiction of Police Station Bhaktinagar, District Jalpaiguri, to and in favour of her son cum the present land owner namely Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury, by virtue of a registered Deed of Gift being No. I-6448 for the year of 2021 recorded in Book No. I Volume No. 711 Pages from 174234 to 174254 and the same was registered at the office of the Additional District Sub-Registrar Bhaktinagar.

A N D

WHEREAS by virtue of said gift deed the present land owner namely Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury, became the absolute owner of Land measuring 5 Katha or 8.25 Decimals together with Tin Shed Structure measuring 400 Sq. Ft. standing thereon, recorded in R.S. Plot No. 186/663, corresponding to L.R. Plot No. 79/364, recorded in R.S. Khatian No. 720, corresponding to L.R. Khatian No. 597, Situated within Mouza Dabgram, J.L. No. 2, Touzi No. 3, Pargana Baikunthapur, Sheet No. 12 (R.S.) & 64 (L.R.), Under Siliguri Municipal Corporation Area Ward No. 40, Within the jurisdiction of Police Station Bhaktinagar, District Jalpaiguri, and since then having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

SUNRISE BUILDERS

Trideeb Ghosh
Partner

Raju Chowdhury.

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WEHEREAS being owner in such possession said Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury, desirous to construct a Multi-storied Building upon his said plot of Land measuring 5 Katha or 8.25 Decimals by demolishing the existing structure thereon therefore he had entered into a registered Development Agreement I-6467 for the year of 2021 recorded in Book No. I Volume No. 711 Pages from 175334 to 175367 and the same was registered at the office of the Additional District Sub-Registrar Bhaktinagar, with DARJEELING BUILDERS PRIVATE LIMITED, a Private limited Company, (1) Smt. Susmita Chanda, Wife of Sri Subhasish Chanda, (2) Sri Shantanu Chanda @ Santanu Chanda, Son of Sri Ramendra Chanda @ Ramendra Kishore Chanda, (3) Sri Sanjoy Kumar Guchhait, Son of Sri Gour Mohan Guchhait, and further said Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury, also executed a registered Development Power of Attorney I-6506 for the year of 2021 recorded in Book No. I Volume No. 711 Pages from 176009 to 176037 and the same was registered at the office of the Additional District Sub-Registrar Bhaktinagar, to and in favour of the said developer.

A N D

WEHEREAS being owner in such possession said Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury, had mutated his name at the office of the B.L. & L.R.O. Rajganj in respect of his said landed property therefore a new khatian had been issued in his favour vide L.R. Khatian No. 610, Bearing L.R. Plot No. 79/364, Situated within Mouza Dabgram, J.L. No. 2, Touzi No. 3, Pargana Baikunthapur, Sheet No. 12 (R.S.) & 64 (L.R.), Police Station Bhaktinagar, District Jalpaiguri, since then having permanent heritable transferable right therein free from all encumbrances and charges whatsoever.

A N D

WEHEREAS thereafter the said Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury, to construct the said G+3 Storied Residential cum Commercial Building upon the said plot of Land measuring 5 Katha or 8.25 Decimals prepared a Sanctioned Building Plan vide No. SWS-OBPAS/0104/2022/0393 duly approved by Siliguri Municipal Corporation Dated 02.06.2022.

A N D

WHEREAS due to some reason said Sri Raju Chowdhury, Son of Late Kalika Ranjan Chowdhury and the said developer namely DARJEELING BUILDERS PRIVATE LIMITED, a Private Limited Company, represented by its director namely (1) Smt. Susmita Chanda Wife of Sri Subhasish Chanda, (2) Sri Sanjoy

SUNRISE BUILDERS

Tarideeb Ghosh

Partner

Raji Choudhury

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Development Agreement & Development Power of Attorney by virtue of a registered Cancellation of Development Agreement being No. I-6214.. for the year of 2023 and a Cancellation of Development Power of Attorney being No. IV-123.. for the year of 2023 both registered at the office of the Additional District Sub-Registrar Bhaktinagar.

A N D

WHEREAS the Second Party hereof further desirous to continue the construction work of the said G+3 Storied Residential cum Commercial Building over his said land measuring 5 Katha, fully described in the Schedule "A" below.

A N D

WHEREAS now in order to continue the construction work over the Land measuring 5 Katha by way of constructing a G+3 Storied Residential cum Commercial Building therein, the Second Party hereof took a decision to that effect, but even after taking such decision for constructing the building, the Second Party has also realized about his paucity of fund, skill and expertise knowledge to construct the aforesaid building on the land. As such the Second Party was in search of a Developer for the development of the "A" Schedule land.

A N D

WHEREAS the First Party hereof, who are running their business of land development and construction within the Siliguri and its vicinity, after knowing the aforesaid intention of the Second Party/Land owner, had approached him to deliver the actual and physical possession of the said land measuring 5 Katha, more fully described in the schedule "A" herein below unto their favour to develop the same as per sanction plan, on the land with its expertise knowledge, skill and performance and to that extent both the parties to overcome all sorts of future complications and misunderstanding have seceded to reduced into writing all their mutually agreed terms and condition upon which they have arrived at in a written format.

A N D

WHEREAS the Second Party further declares that the below scheduled land is not acquisitioned/requisitioned either by the Central Government or State Government and no part of the same are under alignment or have been vested in the Government and title of the property is remains free from all encumbrances and the Landlord/Second Party have good marketable and

SUNRISE BUILDERS

Trideeb Ghosh

Partner

Raji Chowdhury

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AND WHEREAS to avoid all ambiguity regarding the measuring of certain words and phrases used in the presents, are define as follows:-

- i. "Building" Shall mean the R.C.C./ Brick Built, having a Multi-storied Building to be constructed on the below "A" schedule plot of land, owned by the Second Party, according to the drawing, plans/ specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other authority and constructed in conformity therewith.
- ii. "Architect/Engineer" shall mean person of firm appointed or nominated by the land-developer as Architect/Engineer for the supervising of the construction of the Multi Storied Building.
- iii. "Building Plan" shall mean drawing plan and specification for the construction of the building on the plot of land described in below "A" schedule land, already sanctioned by the Siliguri Municipal Corporation and/or renewal of the same, caused to be made by the Siliguri Municipal Corporation and other authority.
- iv. "Common area and facilities" shall mean items mentioned in Section 3(D) of the West Bengal Apartment Ownership Act, 1972. "Common expenses" shall mean the proportionate share of all grounds rent. Property maintenance charges and dues and outgoing paid by the Second Party and other purchasers/owners of the other constructed area of the buildings. All other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of their flats/apartments and garage, as may be determined jointly by the owner and the other purchasers of the building.
- v. "Transferee/Purchaser" shall mean purchasers to whom any flat/apartment and garage in the building any be transferred or sold for consideration.
- vi. "The said plot of land" shall mean all that piece or parcel of land particularly mentioned in the Schedule "A" below.

NOW THE AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES UNDER THE TERMS AND FOLLOWS:-

1. That the Second Party wills all responsibility and assertion hereby declares that the piece of land, described in the schedule "A" below is free from all liens, charges and encumbrances whatsoever and its title is saleable and marketable one.

SUNRISE BUILDERS

Tarideeb Ghosh
Partner

Rajiv Choudhury

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2. That as per mutual settlement in between the parties herein below arrived at the Second Party shall allow the First Party/Developer to construct Multi-storied Building, according to the sanction plan, on the below "A" schedule plot of land, now owned by the Second Party and for the purpose of construction, the Second Party shall hand over the actual, khas and physical possession of the below "A" schedule land to the first party immediately, after execution of this indenture and building shall be carried out at the cost, design and architectural performance of the first party only.
3. That it was further agreed upon that after sanction of the plan, covering schedule "A" land, as above noted, the first party shall complete the project within the period of 24 (Twenty Four) Months from the date of approval of building plan. It is further agreed between the parties that the Developer shall pay rental amount of Rs. 10,000/- (Rupees Ten Thousand) only per month for the alternative accommodation of the Land owner from the date of handing over of the possession of the said Land to the Developer till the date of handing over possession of his allotted Flats i.e. Owner's Allocation to him by the developer.
4. That before starting the construction of the below scheduled land, the Second Party shall also clear all pending municipal taxes, ground rent etc. in respect of the below "A" schedule property. After execution of this agreement and during the continuance of the construction of the proposed Multi-storied Building, if the Government, Semi-government institution or any private individual initiate/file any suit in respect of any dispute or matter concerning the below "A" schedule land and/or for any acts of god, the construction is being delayed, in that event the period of such delay shall be excluded for completion of such constructions.
5. The First party shall have every liberty to handover the different constructed area from Developer's allocation to different intending purchaser(s) against valuable consideration and the Second Party shall be bound to execute proper sale deed to and in favour of those intending buyers, as per the choice of the first party/developer and the said Second Party shall not claim any constructed portion or any profit, arising out of sale consideration from the said Developer's allocation. It is further noted that if any intending buyers intendeds to have registered its Deed of Agreement for purchasing any constructed area of the building, out of the Developer's allocation, then also the Second Party shall be bound to execute proper indenture and shall place the same for its due registration to the concern registering authority.

6. That it is be noted that with the execution of this deed of agreement, the Second Party shall also execute a Development Power of Attorney in favour of the First Party/Developer and the same would be binding and shall be in effect for constructing the present "A" schedule land, as well as vesting right to transfer to the different intending Buyer(s) **OF THE AREA, MEANT FOR AND OUT OF THE "C" SCHEDULE ALLOCATION** i.e. the developer's area within the meaning of the Transfer of Properties Act, 1862. By the said Development Power of Attorney, the Second Party shall also empower the First Party to negotiate with the intending purchaser to sell and to sell, as aforesaid of different constructed area of the building from those intending purchaser(s) by acknowledgement thereof.
7. That during continuance of the construction, the Second Party shall not assign or transfer the construction-project, either wholly or in part to any developer, contractors or person without the consent of the First Party. And the First Party shall allow the Second Party to inspect the construction work of his portion i.e. owner's allocation only.
8. That for the purpose of the smooth construction, the First Party shall have every liberty to have water, electricity or other amenities from the appropriate authority, provided that the First Party shall be responsible for the consumption charges of the facilities or amenities. And the First Party shall allow the Second Party to inspect the construction work of his portion i.e. owner's allocation only.
9. That the owner shall obtain electric connection from the W.B.S.E.D.C.L. in his name for Owner's allocations at his own costs. And the First Party shall bear the cost for installation of transformer of one flat out of owner's allocation and the Second Party shall bear the cost for installation of transformer of remaining two flats out of owner's allocation of the proposed constructed building.
10. It is clearly understood and agreed by and between the Owner and the Developer that if any act, deed or thing is required to be done or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or any more act implemented by the Government, it shall be jointly responsibility of the Owner and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and Rules framed thereunder from time to time and for such purpose the Owner and the Developer shall co-operate with each other at all materials times hereafter.

11. It is further agreed by the Owner that any reduction of the area comprising the Owners' Allocation in complying with the allotment as per the provisions of The Real Estate (Regulation and Development) Act, 2016 or any more act implemented by the Government, such reduction shall be effected out of the Owner's Allocation mentioned herein and the Owner shall agree to such reduction without raising any objection in respect thereof.
12. That for the smooth construction, the First Party shall have every liberty to appoint engineer, architect or supervisor for the constructional works of the land at its cost.
13. That the parties hereof have entered into this agreement purely on principal to principal and nothing stated herein shall be deemed to be constructed as the joint venture or partnership of the parties.
14. That it is specifically mentioned here that soon with the execution of this agreement, the Second Party co-operate the First Party for the smooth construction of the building, for approval of the sanction plan by executing all necessary papers to that respect, as would be time to time required said Multi-storied Building along with proportionate undivided share in the land measuring, described in Schedule - "A" above.
15. That in case of death of any of the parties to this Agreement, the terms and conditions of this Agreement shall not be changed or any addition, modification or deletion as provided by law. The legal heirs of the second party will be bound to execute the General Power of Attorney in favour of the Developer in respect of Developer's Allocation after death of of the second party.
16. That if the First party fails to complete the construction of the said building within the stipulated period due to breach of contract of the Agreement by the Second parties, due to sufficient reasons including natural calamity, restraint by the Court Order, Stoppage of the supply of the building materials by the Suppliers or by other sufficient reasons. The Second party shall extend the time for construction as per requirement of the First party.
17. In case if any dispute between the parties hereto, recourse shall first and always be taken to mutual amicable discussion & conciliation, failing which reference or question arising out of the unresolved dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and / or any other statutory modification and / or enactment relating thereto.

18. Courts in the District of Jalpaiguri shall only have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

(OWNERS/SECOND PARTY ALLOCATION AND DEVELOPERS/FIRST PARTY ALLOCATION)

19.1. **OWNER'S ALLOCATION** : shall mean Entire Second Floor with proportionate share of Staircase Area (consisting of one 3 BHK and two 2BHK Flats), 2 Nos. of Garage Space each measuring 100 Sq. Ft. (Front 8 Sq. Ft. x 12½ Sq. Ft.) more or less at the Ground Floor (out of which one Garage space at the Front side of the Ground Floor and another at the Back Side of first one), and One Staff Room Space measuring 100 Sq. Ft. (more or less) at the Ground Floor (Back Side) of the G+3 Storied Residential cum Commercial Building to be constructed on the schedule "A" herein below.

That it is agreed between the parties that the First Party/Developer will pay a sum of Rs. 5,00,000/- (Rupees Five Lakh) only to the Second Party/Owner at the time of handing over the Owner's allocation to the Second Party/Owner.

19.2. **DEVELOPER'S ALLOCATION** : shall mean entire building to be constructed on the Land mentioned in the schedule "A" land, except the Owner's allocation specifically mentioned above.

N.B. That the aforesaid flats of owner's allocation will be charged 20% super built-up area. It is hereby pertinent to mention that the First Party/Developer will construct one Puja Ghar with water connection at the Second Floor i.e. Owner's Allocation.

(POWER OF ATTORNEY)

20.1 The Second Party/Land Owner shall sign, execute a register Development Power of Attorney in favour of First Party/Developer/or its nominee or nominees for :

a) compliance of the obligations on the part of the developer to be observed, fulfilled and performed hereunder,

b) the proper and uninterrupted exercise of implementing the rights and authorities granted or intended to granted to the developer hereunder (including those relating to entering into agreement to sale, construction works etc.)

SUNRISE BUILDERS

Trideeb Ghosh

Partner

Raji Choudhury

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- 20.2 It is further understood that to facilitate the proposed Multi-storied building by the developer various matters and things not herein specified may be required to be borne by the developer and for which the developer may need authority of the Land Owner and various applications and other documents may be required to be signed or made by the Land Owner from time to time relating to which specific provisions may not have been mentioned herein and the Land Owner agrees to do at the cost and expenses of the developer all such acts, matters and things and execute such applications, papers and/or authorizations as may be required by the developer.
- 20.3 By the said Development Power of Attorney, the Second Party shall also empower the First Party to negotiate with the intending purchaser to sell and to sell, as aforesaid of the Developer's Allocation, covering on the schedule "A" herein below of the proposed building from those intending purchaser(s) by acknowledgement thereof. By virtue of the power and authorities granted by the Land owner in pursuance hereof from time to time, the Developer shall not do any such acts, matters and things whereby the rights of the owner hereunder or otherwise are affected and/or which go against the spirit of this agreement, it is expressly agreed that the owner shall not be absolved for any of their obligations hereunder notwithstanding the power of authority being granted by it to the developer or its nominee or nominees in that regard.
- 20.4 The Land Owner agrees not to revoke the power of attorney granted by the Land Owner for the purpose and as herein contained during the subsistence of this agreement not prejudicial to the original contains of the agreement.

ARTICLE I - COMMON FACILITIES

- 21.1 The Developer shall pay and bear Municipal taxes, insurance premium and other statutory outgoing as would be levied by the Government or any statutory authority in respect of the said complex and thereafter the developer and / or its nominee(s) or transferees shall bear such taxes, fees, etc in respect of the developers allocation only.
- 21.2 The Owner and the Developer shall punctually and regularly pay for their Taxes to the concerned authorities or otherwise as may be mutually agreed upon between the owner and the developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be

SUNRISE BUILDERS

Trideeb Ghosh
Partner

Rajiv Choudhury

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ARTICLE II - COMMON RESTRICTIONS

- 22.1 The owner / developer shall not use or permit to use the any area in within the building or any portion thereof for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupier's of the proposed building.
- 22.2 The parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies and shall attend to, answer and be responsible for any deviation, violation and / or breach of any of the said laws, bye-laws, rules and regulations.

ARTICLE III - OWNER'S OBLIBATIONS

- 23.1 The owner hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 23.2 The owner hereby agree and covenants with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sell, accept advance or part payment, execute Deed of Sale/conveyance in the complex.
- 23.3 The owner hereby agree and covenants with the developer not to let out, mortgage, and / or charge the said premises or any portion thereof without the consent in writing of the developer during the period of construction.
- 23.4 The owner agreed that all the original title deeds, documents, khatians, holding tax receipts, khazana receipts and all other documents of the land forming subject matter of these presents.

ARTICLE IV - DEVELOPER'S OBLIGATIONS

- 24.1 The developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-laws of appropriate authority in conformity with the sanctioned plan as aforesaid.
- 24.2 That cost of preparation and execution of all documentation / agreement(s), plan(s) in connection with construction of the building(s) along with legal and registration cost shall be borne by the developer.

SUNRISE BUILDERS

Trideeb Ghosh
Partner

Raj Choudhury

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- 24.3 That the developer shall construct the multistoried building in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto.
- 24.4 That the developer shall be solely liable and responsible to look after, supervise, manage and -administer the progress and day to day work of construction of the proposed multistoried building.
- 24.5 That the developer shall solely be liable and responsible to settle all issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the Developer party at its own cost & expenses and in compliance with/ adherence to the extent law in regard to such matters.
- 24.6 The Developer shall obtain all statutory and mandatory licenses, registrations, sanctions, permissions, consent- etc. from the appropriate authority as applicable from time to time.
- 24.7 The Developer shall get itself registered under The Real Estate (Regulation and Development) Act, 2016 and/ or The West Bengal Housing Industry Regulation Act, 2017, as the case may be as and when the provisions of the said become applicable to the Developer.
- 24.8 The Developer shall abide by and comply with all Labour Laws in relation to employment and manpower, directly or indirectly, for construction of the building; all laws including bye-laws, rules & regulations, whether statutory, mandatory or local regarding construction of building on the owner's land and owner shall have no liability or responsibility whatsoever in this regard.
- 24.9 The Developer shall complete in all respects the construction of the building within the period of 24 (Twenty Four) Months from the date of approval of building plan. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts or pandemic and consequential lock downs etc. the said time period for completion of construction shall be extended. The essence is of completion of the proposed building properly.

ARTICLE V - OWNER'S INDEMNITY

- 25.1 The owner hereby undertakes, assures and indemnify the developer that the owners shall not disturb or cause unnecessary interferences and shall

render all its cooperation and assistances as and when required by the developer.

- 25.2 The owner hereby undertakes to keep the developer indemnified against all third party 'claims and' actions against the land mentioned in Schedule A.
- 25.3 The owner shall take responsibility and shall sort out any kind of land disputes in respects of title and position arises in future with his own cost. The developer has nothing to do in these presents.

ARTICLE VI - DEVELOPER'S INDEMNITY

26. The developer hereby undertakes to keep the owner indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in connection with the construction of the said building on the Scheduled land.

ARBITRATION

- 27.1 **DISPUTES TO BE SETTLED BY ARBITRATION:** any dispute, controversy or claims between the First Party/Developer and the Second Party/Land Owner arising out of relating to this Agreement of the breach, termination or invalidity thereof, including claims for damages losses and etc. shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to date.
- 27.2 **COMPOSITION OF THE TRIBUNAL:** The arbitral tribunal shall be composed of three arbitrators, one to be appointed by the Developer, one to be appointed by the Owner and a third arbitrator to be appointed by the above named 2(two) arbitrators.
- 27.3 **PLACE OF ARBITRATION:** The place of arbitration shall be Siliguri and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Siliguri.
- 27.4 **LANGUAGE AND APPLICABLE LAW:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- 27.5 **AWARD FINAL AND BINDING:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall

agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

27.6 **SUMMARY PROCEEDINGS AND INTERIM AWARDS** : The arbitrator shall have the right to proceed summarily and to make interim awards.

SCHEDULE - "A"
(DESCRIPTION OF LAND)

ALL THAT PIECE OR PARCEL of Bastu Land measuring 5 Katha or 8.25 Decimals, recorded in R.S. Plot No. 186/663, corresponding to L.R. Plot No. 79/364, recorded in R.S. Khatian No. 720, corresponding to L.R. Khatian No. 610, Situated within Mouza Dabgram, J.L. No. 2, Touzi No. 3, Pargana Baikunthapur, Sheet No. 12 (R.S.) & 64 (L.R.), Under Siliguri Municipal Corporation Area Ward No. 40, Road Zone - Himachal Sarani, Within the jurisdiction of Police Station Bhaktinagar, Registry office at Addl. District Sub-Registry Bhaktinagar, District Jalpaiguri, in the State of West Bengal.

The said land is butted and bounded as follows:-

On the North : Land of Maya Debi;
On the South : 18 Ft. Wide S.M.C. Road;
On the East : Land of Sri Dhiren Sarkar & Others;
On the West : Land of Smt. Rama Debi Gupta.

SPECIFICATION OF THE FLATS

- i. All wall 5" thick brick wall with sand cement mortar.
- ii. Foundation: R. C. C. foundation with super structure.
- iii. Plastering: Outside and insides plaster with sand cement mortar.

A. Doors: Main Door (4" x 2½ ") will be made by Seasonal wood and shutter will be made by readymade Flash Door.

B. Other doors frame will be made by Seasonal wood (4" x 2½") and shutter will be made by readymade flash door (single leaf anti termite) and toilets door frame and shutter will be made by readymade good quality PVC.

- v. Flooring: All floors except toilet will be finished by 2 x 2 tiles with 4" skirting. And in toilets floor will be finished by Tiles/marble with 4" skirting.
- vi. Kitchen: Top of the gas slab will be finished by granite and above the gas oven slab up-to 4 fit height finished by 10" x 15" tiles and a steel sink, one bib cock and one aqua guard point. Kitchen will be modular kitchen.
- vii. Toilets: Two toilets will be provided in every flat and inside wall will be finished by tiles up-to 6' height, one white colour hindware commode and another one white colour Indian type pan, two bib cock, 1 shower and one cistern (sleek) in each toilet.
- viii. Plumbing: Inside water lines will be CPVC/UPVC pipe concealed and outside water lines will be surface with PVC pipe connected with common PVC water tank.
- ix. Electric work: All electrical wiring including invertors points will be concealed with necessary Modular Switch (ISI Mark) and wire will be fitted (ISI Mark).
- x. The owner shall have the right to use all common right, amenities, and facilities jointly with all other occupants including the developer's allocated area of common water reservoir, over-head tank, water pump, stair cases, landing, pathway, drainage, septic tank, roof, vacant area of the entire land etc. as per sanction plan.
- xi. All extra work will be done at the cost the owner/Second Party/ies as per Architect instruction and the payment for such extra work shall be made by the Owner/Second Party/ies in advance. Tough the cost of installation of Lift will be bear by the developer solely.
- xii. That the First Party Shall allow to use the lift facility for all co-owners of the said building.

IN WITNESS WHEREOF, the parties of this agreement enter into this agreement in terms of the provision, contained in Article 5 of Schedule 1A of the Indian Stamp Act, 1899 as amended by Art. 5(f) of the W. B. Finance Act 2012 (W.E.F. 01.04.2012) and the do hereby set and subscribe their hands on the day, month and year as mentioned above.

WITNESSES:-

1. Saurav Sarkar
S/o Sri Lakman Sarkar
P.O. & P.S. Siliguri
Dist - Doojeeling
Pin - 734001

SUNRISE BUILDERS

Trideeb Ghosh
Partner

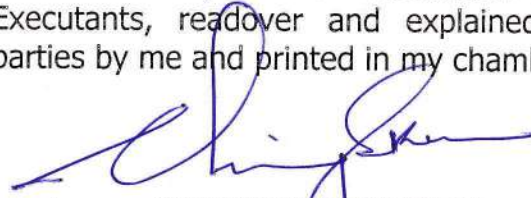
Signature of the First Party/Developer.

Raji Chowdhury.

Signature of the Second Party/Land Owner.

2. Sanjoy Kr Guha
Gouramohan Guha
Embe Fourtune Complex
Block - A - 2K, Kadamtla
Doojeeling. Co B
Pin - 734011

Drafted as per the instruction of the Executants, readover and explained to the parties by me and printed in my chamber:














(CHINMAY SARKAR)

Advocate, Siliguri

Enrolment No. WB/523/2003.

DEVELOPER SHEET

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
	LEFT HAND					
	RIGHT HAND					












SUNRISE BUILDERS

Trideeb Ghosh

Partner

SIGNATURE

EXECUTANT SHEET

PHOTO		THUMB	INDEX FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER
 <i>Raji Choudhury</i>	LEFT HAND					
	RIGHT HAND					

Raji Choudhury

SIGNATURE

Small, faint text at the bottom of the page, possibly a date or reference number.

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Dawson Stankay

Signature of Identifier

Major Information of the Deed




Deed No :	I-0711-06227/2023	Date of Registration	23/08/2023
Query No / Year	0711-2002159173/2023	Office where deed is registered	
Query Date	23/08/2023 11:23:25 AM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	Chinmay Sarkar Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9563162008, Status :Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 5,00,000/-]		
Set Forth value	Market Value		
	Rs. 72,00,000/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 10,001/- (Article:48(g))	Rs. 5,007/- (Article:E, B)		
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: Himachal Sarani-Ward No. 40, Mouza: Dabgram Sheet No - 12, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-186/663	RS-720	Bastu	Bastu	5 Katha		72,00,000/-	Width of Approach Road: 18 Ft., Adjacent to Metal Road, ,Last Reference Deed No :0711-I -06448-2021
Grand Total :					8.25Dec	0 /-	72,00,000 /-	



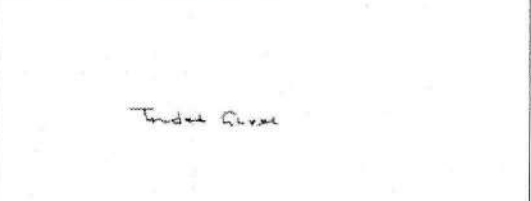
Land Lord Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri RAJU CHOWDHURY (Presentant) Son of Late Kalika Ranjan Chowdhury Executed by: Self, Date of Execution: 23/08/2023 , Admitted by: Self, Date of Admission: 23/08/2023 ,Place : Office			
		23/08/2023	LTI 23/08/2023	23/08/2023
Himachal Sarani By Lane - II, Haiderpara, Siliguri, City:- Siliguri Mc, P.O:- Haiderpara, P.S:- Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx9E, Aadhaar No: 91xxxxxxxx4360, Status :Individual, Executed by: Self, Date of Execution: 23/08/2023 , Admitted by: Self, Date of Admission: 23/08/2023 ,Place : Office				

Developer Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	SUNRISE BUILDERS Sree Maa Bhawan Road, City:- Siliguri Mc, P.O:- Haiderpara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006 , PAN No.:: ADxxxxxx7G,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri TRIDEEB GHOSH Son of Shri Dilip Ghosh Date of Execution - 23/08/2023, , Admitted by: Self, Date of Admission: 23/08/2023, Place of Admission of Execution: Office			
		Aug 23 2023 4:30PM	LTI 23/08/2023	23/08/2023
Jatin Das Sarani, Ashrampara, 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.:: AQxxxxxx3C, Aadhaar No: 48xxxxxxxx7129 Status : Representative, Representative of : SUNRISE BUILDERS (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri SOURAV SARKAR Son of Laxman Sarkar Shraban Nagar, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
	23/08/2023	23/08/2023	23/08/2023
Identifier Of Shri RAJU CHOWDHURY, Shri TRIDEEB GHOSH			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Shri RAJU CHOWDHURY	SUNRISE BUILDERS-8.25 Dec

Endorsement For Deed Number : I - 071106227 / 2023

On 23-08-2023

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 13:58 hrs on 23-08-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Shri RAJU CHOWDHURY ,Executant.

Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 72,00,000/-

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

Execution is admitted on 23/08/2023 by Shri RAJU CHOWDHURY, Son of Late Kalika Ranjan Chowdhury, Himachal Sarani By Lane - II, Haiderpara, Siliguri, P.O: Haiderpara, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Business

Indetified by Shri SOURAV SARKAR, , , Son of Laxman Sarkar, Shraban Nagar, 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 23-08-2023 by Shri TRIDEEB GHOSH, Partner, SUNRISE BUILDERS (Partnership Firm), Sree Maa Bhawan Road, City:- Siliguri Mc, P.O:- Haiderpara, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006

Indetified by Shri SOURAV SARKAR, , , Son of Laxman Sarkar, Shraban Nagar, 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 5,007.00/- (B = Rs 5,000.00/- ,E = Rs 7.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 5,007/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/08/2023 12:31PM with Govt. Ref. No: 192023240183408551 on 23-08-2023, Amount Rs: 5,007/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2005917099 on 23-08-2023, Head of Account 0030-03-104-001-16

Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 10,001/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 5,001/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 2530, Amount: Rs.5,000.00/-, Date of Purchase: 21/08/2023, Vendor name: Sandhya Saha Goon

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 23/08/2023 12:31PM with Govt. Ref. No: 192023240183408551 on 23-08-2023, Amount Rs: 5,001/-, Bank: ICICI Bank (ICIC0000006), Ref. No. 2005917099 on 23-08-2023, 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 126910 to 126935
being No 071106227 for the year 2023.



Digitally signed by BISWARUP
GOSWAMI
Date: 2023.08.25 12:07:10 +05:30
Reason: Digital Signing of Deed.

Biswarup Goswami

(Biswarup Goswami) 2023/08/25 12:07:10 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.