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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

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*Xim Pokka*  
*Procedur*

GOLDEN CONSTRUCTIONS  
*Partner*

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT MADE THIS the 5<sup>TH</sup> Day of SEPT, 2023  
AT SILIGURI

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

*Q 2062165263/23*

*DM*  
Addl. District Sub-Registrar  
Bhakti Nagar, Jalpaiguri

**05 SEP 2023**

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*Sri Dinesh Poddar*  
*Sri Pramod Kumar Sinhal*

GOLDEN CONSTRUCTIONS  
*Gaurav Sinhal*  
Partner

**BETWEEN**

**1. SRI DINESH PODDAR (I T PAN: AFHPP8066K, Adhaar No. 6206 0987 5107)** Son of Late Sugriwmall Poddar, **2. SRI PRAMOD KUMAR SINHAL (I T PAN: AJCPS8358N, Adhaar No. 4918 5226 9014)** son of Late Ram Kumar Sinhal both Hindu by religion, both business by occupation, both Indian by Nationality, No.1 residing at Neelkamal Apartment, Block-C, Pranami Mandir Road, P.O. Haiderpara-734006, P.S. Bhaktinagar, Siliguri, Dist. Jalpaiguri in the state of West Bengal, No.2 residing at Shanti Apartment, West Ashrampara, P.O. & P.S. Siliguri-734001, Dist. Darjeeling in the state of West Bengal, hereinafter collectively called "**The Owners**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, legal representatives, executors, administrators and assigns) of the **ONE PART**.

**A N D**

**GOLDEN CONSTRUCTIONS (PAN : AAUFG1126F)**, a partnership firm, having its Office/Principal place of business at Kapil Centre, 1<sup>st</sup> Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, represented by one of its Partners, **SRI GAURAV SINHAL** (Adhaar No. 2927 0125 6996), Son of Sri Pramod Kumar Sinhal resident of Jayram House, Pani Tanki More, Sevoke Road, P.O. & P.S. Siliguri-734001, District- Darjeeling in the State of West Bengal, hereinafter referred to as "**The Developer**" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context, its partners, heirs, legal representatives, successors in office, executors, administrators, successors and assigns) of the **OTHER PART**.



*Kishu Poddar*

*Harsh*

GOLDEN CONSTRUCTIONS

*(Kishu Poddar)*

Partner

## WHEREAS

**A.** The Owner parties jointly acquired all that piece & parcel of land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven), Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five), Corresponding then L R Khatian No. 244(Two Four Four), 245(Two Four Five) & 143(One Four Three), RS Sheet No. 11(One One), Corresponding LR Sheet No. 110(One One Zero), J.L. No. 2(Two), Mouza- Dabgram, Pargana- Baikunthapur, P.S. Bhaktinagar, ADSRO-Bhaktinagar, Block & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri by 4(Four) Separate Deeds of Conveyance being i) Deed No. 071101681 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No. 0711-2021 Pages 48216 to 48248 registered on 22.02.2021 ii) Deed No. 071101662 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No. 0711-2021 Pages 48249 to 48274 registered on 22.02.2021 iii) Deed No. 071101664 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No. 0711-2021 Pages 48275 to 48304 registered on 22.02.2021 and iv) Deed No. 071101663 for the year 2021 registered at the office of ADSR, Bhaktinagar, District- Jalpaiguri recorded in Book No. I, Volume No. 0711-2021 Pages 47259 to 47283 registered on 22.02.2021

**B.** Being owner of the said land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in the manner aforesaid, the Owners are having absolute right, title & interest therein and are enjoying and possessing the said land in their

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GOLDEN CONSTRUCTIONS  
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actual and khas possession by paying Khajana to the Govt. of West Bengal regularly without any claim whatsoever from any person/party whomsoever. The individual undivided share of the member of owner parties in the said land has been mutated in the name of respective owners in the records of BLLRO Rajganj as per LR-ROR and following 2(Two) LR Khatians have been prepared in the name of the owner parties:-

Name of the Owner	LR Khatian No.	LR Plot No.	Area(Acres)
SRI DINESH PODDAR	870	258	0.1407
SRI PRAMOD KUMAR SINHAL	871	258	0.1407
TOTAL Land			0.2814

The owner parties hereof have also got the classification of their respective share in land from "Sahari" to "Bastu" vide Memo No. 952/SDLLRO(S)/JAL/2021 and Memo No. 951/SDLLRO(S)/JAL/2021 both dated 05.10.2021.

The Plot of land owned & possessed by the Owners hereof, is more fully described in Schedule hereto and referred to as "Scheduled land" hereinafter.

**C.** Each the parties hereby declare that the land owned by each of the parties is free from all encumbrances, charges, liens, lispenses, attachments, trusts whatsoever or howsoever.

**E.** The Owners have already obtained a sanctioned building plan from Jalpaiguri Zilla Parishad vide building plan no. HE5R17F87 dated 05.04.2023(approval date 27.07.2023) to construct Multistoried building on the Scheduled Land but



*Sri Dinesh Poddar*  
*Sri Pramod Kumar Sinhal*  
GOLDEN CONSTRUCTIONS  
*Pravraj Sinhal*  
Partner

now due to lack of expertise in construction of multistoried building and marketing, the Owners have agreed to grant an exclusive right of development of their Scheduled land in favour of the Developer for the consideration and on the terms and conditions stated hereinafter.

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties hereto as follows:-

**ARTICLE I - DEFINITIONS**

In this Agreement, unless otherwise specifically mentioned:-

1.1 The Owners shall mean the said **SRI DINESH PODDAR and SRI PRAMOD KUMAR SINHAL**. The aforesaid Owners not only as owner but also as having whatsoever right, title or interest that they have or shall have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Scheduled Land and also their heirs, successors, legal representatives, administrative, executors and assigns.

1.2 Developer shall mean the said **GOLDEN CONSTRUCTIONS**, and their partners, successor/successor in office, executors and administrators and assigns at all material times.

1.3 Building(s) shall mean the building to be constructed on the Scheduled Land with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Appropriate Authority/Local body or Development Authority for the time being prevailing as per the plan or plans sanctioned by the said authorities.

1.4 Unit shall mean the constructed area and/or spaces, parking spaces, servant quarter, space on the roof in the

*A. M. Khan*  
*Rudra*  
GOLDEN CONSTRUCTIONS  
*Partner*  
Partner

Residential complex intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the Residential complex or buildings to be constructed on the said land.

1.5 Super built-up area shall mean the total constructed area which will include common pathway, staircases, passageways, water tanks, reservoirs, statutory vacant space together with the width of the walls and such other areas used for accommodating common services to the building to be constructed on the Scheduled Land.

1.6 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building/s to be constructed on the said land.

1.7 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building or buildings as sanctioned by appropriate authority vide building Plan No.HE5R17F87 dated 05.04.2023(approval date 27.07.2023) including modification or variation thereof which may be made from time to time.

1.8 Built up Area shall mean the space or spaces in the new Residential complex available for independent use and occupation after making due provisions of common facilities and the space required therefore.

**1.09 The Owner's Allocation shall be:-**

1. The owner parties collectively shall be entitled to be allocated Residential Flats with common/undivided right in the common facilities/spaces in the following manner:-



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 Pramo Kumar Sinhal  
 GOLDEN CONSTRUCTIONS  
 Partner

Flat Allocated	Members of Owner Party
Flat No., Floor, Super Built up Area	Sri Dinesh Poddar & Sri Pramod Kumar Sinhal Jointly.
Flat No. 7, First Floor	1226 Sq.ft.
Flat No. 7, Second Floor	1226 Sq.ft.
Flat No. 6, Second Floor	1104 Sq.ft.
Flat No. 6, Third Floor	1104 Sq.ft.
Flat No. 5, Third Floor	658 Sq.ft.
Flat No. 5, Fourth Floor	658 Sq.ft.
Flat No. 4 Third Floor	862 Sq.ft.
Flat No. 4 Fourth Floor	862 Sq.ft.
Flat No. 3 First Floor	918 Sq.ft.
Flat No. 3 Second Floor	918 Sq.ft.
Flat No. 3 Third Floor	918 Sq.ft.
Flat No. 1 Fourth Floor	1241 Sq.ft.
Total allocation of Land Owner	11695 Sq.ft

**1.10 The Developer's Allocation shall be:-**

1. The Developer shall be entitled to be allocated Residential Flats with common/undivided right in the common facilities/spaces in the following manner:-

Flat No., Floor, Super Built up Area	Developer's Allocation
Flat No.7, Third Floor	1226 Sq. ft.
Flat No.7, Fourth Floor	1226 Sq.ft.
Flat No.6, First Floor	1104 Sq.ft.
Flat No.6, Fourth Floor	1104 Sq.ft.
Flat No.5 First Floor	658 Sq.ft.
Flat No.5 Second Floor	658 Sq.ft.
Flat No.4, First Floor	862 Sq.ft.
Flat No.4, Second Floor	862 Sq.ft.

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*Gaurav Sishodia*  
Partner

Flat No.3, Fourth Floor	918 Sq.ft.
Flat No.2, First Floor	1297 Sq.ft.
Flat No.2, Second Floor	1297 Sq.ft.
Flat No.2 Third Floor	1297 Sq.ft.
Flat No.2 Fourth Floor	1297 Sq.ft.
Flat No.1 First Floor	1241 Sq.ft.
Flat No.1 Second Floor	1241 Sq.ft.
Flat No.1 Third Floor	1241 Sq.ft.
	17529 Sq.ft.

The Total No. of Car Parking spaces & other spaces to be constructed/provided in the proposed building/complex shall be allocated in the ratio of 40% to Land Owner and 60% to Developer.

However, the allocation of 40% and 60% of Car Parking spaces & other spaces will be made final according to the physical measurement after the construction of the project. The Top roof right of Owners shall be 40% of total roof area after keeping provision of common amenities for all the flat owners. Maximum Top roof area for common amenities not to exceed 50% of total Top roof area.

The owners allocation as stated above is the total area to be allocated to the owners for permitting the Developer to develop the Scheduled Land and getting allocation of Developer's area/allocation.

1.10 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.



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Partner

1.11 Transferee shall mean a person, persons, Firm, Limited Company, Association of persons to whom any space and/or unit in the Residential complex to be constructed at the said premises has been transferred.

1.12 Words importing singular shall include plural and vice versa and shall include all the other genders, i.e. masculine, feminine and neutral genders.

## **ARTICLE II - COMMENCEMENT**

2.0 This Agreement shall be deemed to have commenced on and with effect from 01<sup>st</sup> day of January 2023 when a Memorandum of understanding was reached between the parties to this effect.

## **ARTICLE III - OWNERS' RIGHTS & REPRESENTATIONS**

3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of Schedule-1 Land .

3.2 Excepting the Owners, no other person or persons have any claim or interest and/or demand over and in respect of Scheduled Land.

3.3 The Land owned by the Owner is free from all encumbrances, lien, lispenses, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

3.4 There is no bar, legal or otherwise, for the Owners to obtain any certificates, sanctions, consents or permissions that may be required for transferring the proportionate undivided share or interest in the land owned by him to the

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respective purchasers of Flats/units in the new building/s to be constructed on the aid land.

3.5 There is no subsisting agreement for sale and/or development of the land owned by the owner with any other party or parties.

**ARTICLE IV - DEVELOPER'S RIGHTS**

4.1 The Owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the Scheduled Land in accordance with the plan or plans sanctioned by the Appropriate Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, and other papers and documents as may be required by the Developer for the purpose of construction shall be prepared by the Developer at its own cost and shall be signed by the Owners themselves or (through duly authorized representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

**ARTICLE V - CONSIDERATION**

5.1 In consideration of the owners allowing the Developer to develop the said premises, the Developer shall allocate owner's area as mentioned in Clause No.1.09 under Article -I, Definitions hereinabove. It is hereby clarified that the Owners hereby grant a right to develop the land in favour of the Developer by virtue of this agreement, the legal and beneficial possession of the land shall remain with the Owners which the Owners shall deliver to the Developer



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and/or its prospective customers to the extent of Developer's Allocation upon completion of building.

### **ARTICLE VI - PROCEDURE**

6.1 The Land Owner's shall grant a Power of Attorney in favour of Developer or any person nominated by the Developer above named for execution of Deed of conveyance, admit the execution thereof and present the same before any registering authority in respect of area falling under Developer's allocation. The Owners shall also confer power in favour of the Developer or any person nominated by the Developer for obtaining necessary permission and/or sanctions from different authorities such as Gram Panchayat, SJDA and all other Government and Semi government departments and authorities for Building Plan, LUCC, Aviation, Pollution, in connection with the development of the new building at the said premises and also for pursuing and following up the matter with the Gram Panchayat/ Panchayat Samity/Siliguri Jalpaiguri Development Authority and other statutory authorities and for all other matter concerning or related to the project of development. The General Power of Attorney so granted by the Owners shall remain in force until completion of the sale of the project finally or till the validity of this agreement. The General Power of Attorney as stated above shall be co-existent and co-terminus with the this Development Agreement and in view of this, none of the parties can deal with General Power of Attorney independently.

### **ARTICLE VII - SPACE ALLOCATION**

7.1 The Developer shall on completion of the new Residential complex, put the Owners in undisputed

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possession of the Owners' allocation together with all rights in common in the common portions and common facilities.

7.2 The Owner shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners' allocation in the new building/s at his will, subject to the conditions laid down elsewhere in this agreement.

7.3 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building/s with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7.4 The Land Owners if required by the Developer, shall execute the Deed(s) of Conveyance in respect of the proportionate undivided share or interest in the land belonging to him/them which is attributable to the Developer's Allocation/ portions in favour of the Developer or its nominee or nominees in such part or parts as shall be required by the Developer from time to time.

**ARTICLE VIII - BUILDING**

8.1 The Developer shall at its own costs, construct erect and complete the Residential complex on the Scheduled land as described in schedule hereto in accordance with the plan with good and standard materials as may be specified by the Architects . The new building/s shall be a Residential complex and having elevation and features permissible under the rules and regulation applicable to the



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said premises as may be approved by the Local Body/Development Authority.

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

8.3 The Developer shall install and erect in the said new building/s, at its own costs, pumps, tube-well, water storage tanks, and other facilities as are required to be provided in a Residential complex having self-contained units for sale of constructed areas therein on ownership basis and as mutually agreed to.

8.4 The Developer shall be authorized in the name of the Owners so far as is necessary, to apply for and obtain allocation of building/s materials allocable to the Owners for the construction for the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building/s and other inputs and facilities required for the construction and enjoyment of the Residential complex for which purpose the Owners shall execute in favour of the nominee of the Developer, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

### **ARTICLE IX - COMMON FACILITIES**

9.1 The Developer shall pay and bear all Local/Development Authority charges, Panchayet Taxes, and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the

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said premises accruing, till the date of the Owners receiving the Owners' Allocation as stated herein in the new building/s and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc. in respect of the Developer's Allocation only.

9.2 The Developer shall complete the Construction of the proposed building within Such time as mentioned in these presents elsewhere and as soon as the Residential complex is/are completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the building/s and after 15(Fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all panchayet and property taxes, rates, duties, dues and other public outgoing and impositions whatsoever (hereinafter for the sake of brevity, referred to as "the said Rates") with effect from the date of delivery of possession of the said Owners' Allocation, payable in respect of the said Owners' Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Residential complex if they are levied on the building/s as a whole.

9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said Rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners 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, consequent upon a default by the Owners or the Developer in this behalf.



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Gaurav G. S. S.  
Partner

9.4 As and from the date of service of notice of possession, both Owners and Developer shall be responsible to pay and bear and shall forthwith pay on demand the proportionate service charges in respect of the respective allocation in new building/s which will be fixed and/or determined mutually from time to time for the common facilities in the new building/s.

The said charges include proportionate share of water, fire and scavenging charges and taxes, light, sanitation, maintenance, operation, renovation, replacement, repair and renewal charges and management of the common facilities, renovation, replacement, repair and maintenance charge and expenses for the building/s and of all common wiring pipes, electrical and mechanical equipment switch-gear, transformers, generators, pumps, motors and other electrical and mechanical installations, appliances, and equipment, stairways, corridors, halls, passageways, pathways and other common facilities whatsoever as may be mutually agreed upon from time to time PROVIDED THAT if any additional maintenance or repair is required for the Owners' Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional maintenance or repair charges, as the case may be.

9.5 Any transfer of any part of both Owners' and developer's Allocation in the new building/s shall be subject to the other provisions hereof and the Owners and Developer shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owners' and Developer's Transferees do not pay the said Rates and service charges for the common facilities. It is made clear that the Owners and developer shall be responsible for payment of their respective share of all panchayet and property taxes and other outgoing and impositions in

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respect of the portions allocated to the Owners to the authorities concerned only.

9.6 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said Residential complex at the said premises.

### ARTICLE X - COMMON RESTRICTIONS

10.1 Both the Owners' and Developer's Allocation in the new building constructed on the Scheduled land shall be subject to the same restriction on transfer and use in the Residential complex intended for the common benefits of all occupiers of the Residential complex.

10.2 The Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the Residential complex or any portion thereof of 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 occupiers of the Residential complex.

10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.

10.4 Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless:

a) Such party shall have observed and performed all terms and conditions on their respect/part to be observed and/or performed, and



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Partner

b) The proposed Transferees have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in his possession.

10.5 Both the parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies as the case may be 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.

10.6 The respective Allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the residential complex in good working condition and repair and in particular so as not to cause any damage to the complex or any other space or accommodation therein and shall keep other occupiers of the complex indemnified from and against the consequences of any breach.

10.7 The parties hereto shall not do or cause or permit to be done any act or things which may render void or voidable any insurance of the new building or buildings or any part thereof and shall keep each other and other occupiers of the said building/s harmless and indemnified from and against the consequences of any breach.

10.8 No goods or other items/materials shall be kept by the Owners or by the Developer for display or otherwise in the corridors or other places for the common use in the complex and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building/s and in case any such

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hindrance is caused, the Developer or the Owners, as the case may be, shall be entitled to remove the same at the risk and cost of the other.

10.9 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the complex or in the compound corridors or any other portion or portions of the new building/s.

### **ARTICLE XI - OWNER'S OBLIGATIONS**

11.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.

11.2 The Owners hereby agree and covenant with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and/or disposing of any part of the Developer's Allocation in the new building.

11.3 The Owners hereby agree and covenant 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.

### **ARTICLE XII - DEVELOPER'S OBLIGATIONS**

12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the new building/s at the said premises in terms of the sanctioned plan/s within Such time as be allowed by competent authority.



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12.2 The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Residential complex at the said premises, subject to the terms and conditions herein contained.

12.3 The Developer shall be solely responsible for any liability civil or criminal arising out of any accident/incident that may happen in course of construction of the proposed building and the owners will have no responsibility in this regard.

12.4 The Developer shall comply with all laws, Rules/Regulations of construction of the proposed building and the owner will not be liable for any violation of any law, Rules/regulation by the Developer.

### **ARTICLE XIII - OWNERS' INDEMNITY**

13.1 The Owners hereby undertake that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance provided the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed.

13.2 The Owners hereby undertake to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the Owners' allocation and Developer's Allocation at the said premises.

*James P. Peller*  
*[Signature]*

GOLDEN CONSTRUCTIONS  
*Lawrence S. Sobel*  
Partner

#### **ARTICLE XIV - DEVELOPER'S INDEMNITY**

14.1 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building/s at the said premises.

14.2 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said premises.

#### **ARTICLE XV - MISCELLANEOUS**

15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.

15.2 It is understood that from time to time to facilitate the construction of the new building/s at the said premises by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the Developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the Owners hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the



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Owners also undertake to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the Owners and/or go against the spirit of this Agreement.

15.3 The Developer shall at the time of his choice frame Scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Association/ Holding Organization and hereby give their consent to abide by the same.

15.4 As and from the date of completion of the new building, the Developer and/or its transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.

15.5 This Development Agreement cancels/supersedes all other Development agreement(s) entered by and between the parties hereto previously.

15.5 The Developer shall decide the name of the new building in consultation with the Owner.

### **ARTICLE XVI - FORCE MAJURE**

16.1 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.

X- Partner  
X- Partner  
GOLDEN CONSTRUCTION  
Gaurav Singh  
Partner

16.2 Force Majeure shall mean flood, earthquake, riot, war, storm, pandemic/endemic, tempest, civil commotion and/or any other act or commission beyond the control of the parties hereto.

### ARTICLE XVII - ARBITRATION

17 In case if any dispute, difference or question arising between the parties hereto with regards to this Agreement, the same 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.

### ARTICLE XVIII - JURISDICTION

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

### THE SCHEDULES ABOVE REFERRED TO-DESCRIPTION OF THE LAND BELONGING TO OWNERS HEREOF

All that piece & parcel of land measuring 17(Seventeen) Katha 34(Thirty Four) Square Feet in RS Plot No. 396/837(Three Nine Six by Eight Three Seven),Corresponding L R Plot No. 258(Two Five Eight) appertaining to RS Khatian No.655(Six Five Five),Corresponding L R Khatian No. 870(Eight Seven Zero) & 871(Eight Seven One), RS Sheet No.11(One One), Corresponding LR Sheet No. 110,J.L. No.2(Two), Mouza-Dabgram, Pargana- Baikunthapur, P.O. Dabgram-734004 Via Siliguri Town, P.S. Bhaktinagar, ADSRO-Bhaktinagar,



Block & BLLRO- Rajganj, under Dabgram-II Gram Panchayet, District- Jalpaiguri .The Plot of Land is bound and butted as follows:-

By North: Panchanan Sarani Pucca Road

By South: Sold land of Bakharu Singh & Others

By East: Land & House of Rajen Kharati

By West: Land & House of Narayan Mandal

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

WITNESS:-

1. Dipankar Paul  
Dipankar Paul  
S/O Sri Dulal Paul  
Saktigarh. P.O. Siliguri Bazar  
P.S. Bhaktinagar. PIN-734005  
Dist.- Jalpaiguri.

2. Lakan Sah

Lakan sah  
S/O Sri Mahesh Sah  
R.C.Nagar Siliguri

1. X. K. P. K. P.

2. P. K. P. K. P.

OWNERS/FIRST PARTY

GOLDEN CONSTRUCTIONS

Brunar Ghosal

Partner

DEVELOPER/SECOND PARTY












Drafted & Read over by me and typed in my Chamber.

Kalyan Paul












Advocate, Siliguri

En: F/366/221/2015

**EXECUTANT SHEET**

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>X. N. P. P. P.</i> <i>X. N. P. P. P.</i>	Left Hand					
	Right Hand					











*X. N. P. P. P.*  
-----  
Signature

		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
 <i>[Signature]</i> <i>[Signature]</i>	Left Hand					
	Right Hand					

*[Signature]*  
-----  
Signature



**EXECUTANT SHEET**

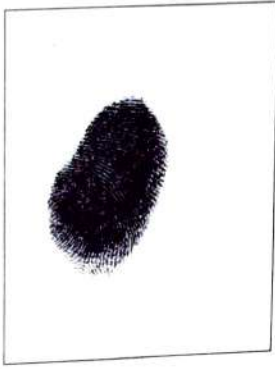
Photo	Left Hand	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
						
						

62  
 GOLDEN CONSTRUCTIONS  
*Praveen Singh*  
 Partner

GOLDEN CONSTRUCTIONS  
*Praveen Singh*  
 Partner  
 -----  
 Signature

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



*Dipankar Paul*

Signature of Identifier



### Major Information of the Deed




Deed No :	I-0711-06531/2023	Date of Registration	05/09/2023
Query No / Year	0711-2002165263/2023	Office where deed is registered	
Query Date	23/08/2023 5:24:40 PM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	PS Choudhury Hakimpara, Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 9832422188, 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]		
Set Forth value	Market Value		
	Rs. 1,13,91,807/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,020/- (Article:48(g))	Rs. 21/- (Article:E, E, E)		
Remarks			

### Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Gram Panchayat: DABGRAM-II, Mouza: Dabgram Sheet No - 11, JI No: 2, Pin Code : 735135




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-396/837	RS-655	Bastu	Bastu	17 Katha 34 Sq Ft		1,13,91,807/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					28.1279Dec	0/-	113,91,807 /-	

### Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Shri Dinesh Poddar (Presentant)</b> Son of Late Sugriwmall Poddar Executed by: Self, Date of Execution: 05/09/2023 , Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office	 <small>05/09/2023</small>	 <small>LTI 05/09/2023</small>	 <small>05/09/2023</small>



Pranami Mandir Road, 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.:: Afxxxxxx6k, Aadhaar No: 62xxxxxxxx5107, Status :Individual, Executed by: Self, Date of Execution: 05/09/2023, Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office



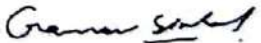
2	Name	Photo	Finger Print	Signature
	<b>Shri Pramod Kumar Sinhal</b> Son of Late Ram Kumar Sinhal Executed by: Self, Date of Execution: 05/09/2023, Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office	 <small>05/09/2023</small>	 <small>LTI 05/09/2023</small>	 <small>05/09/2023</small>

West 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.:: Ajxxxxxx8n, Aadhaar No: 49xxxxxxxx9014, Status :Individual, Executed by: Self, Date of Execution: 05/09/2023, Admitted by: Self, Date of Admission: 05/09/2023 ,Place : Office

**Developer Details :**

SI No	Name,Address,Photo,Finger print and Signature
1	<b>GOLDEN CONSTRUCTIONS</b> Kapil Centre, 1st Floor, Sevoke Road, City:- Siliguri Mc, P.O:- Sevoke Road, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: Aaxxxxxx6f,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
	<b>Shri Gaurav Sinhal</b> Son of Shri Pramod Kumar Sinhal Date of Execution - 05/09/2023, , Admitted by: Self, Date of Admission: 05/09/2023, Place of Admission of Execution: Office	 <small>Sep 5 2023 1:18PM</small>	 <small>LTI 05/09/2023</small>	 <small>05/09/2023</small>
Pani Tanki More, Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , Aadhaar No: 29xxxxxxxx6996 Status : Representative, Representative of : GOLDEN CONSTRUCTIONS				



**Identifier Details :**

Name	Photo	Finger Print	Signature
<b>Shri Dipankar Paul</b> Son of Late Dulal Paul Saktigarh, City:- Siliguri Mc, P.O:- Siliguri Bazar, P.S:-Bhaktinagar, District:- Jalpaiguri, West Bengal, India, PIN:- 734005			
	05/09/2023	05/09/2023	05/09/2023
Identifier Of Shri Dinesh Poddar, Shri Pramod Kumar Sinhal, Shri Gaurav Sinhal			

**Transfer of property for L1**

Sl.No	From	To. with area (Name-Area)
1	Shri Dinesh Poddar	GOLDEN CONSTRUCTIONS-14.064 Dec
2	Shri Pramod Kumar Sinhal	GOLDEN CONSTRUCTIONS-14.064 Dec

**Endorsement For Deed Number : I - 071106531 / 2023**

**On 05-09-2023**

**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 12:50 hrs on 05-09-2023, at the Office of the A.D.S.R. BHAKTINAGAR by Shri Dinesh Poddar , 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 1,13,91,807/-

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

Execution is admitted on 05/09/2023 by 1. Shri Dinesh Poddar, Son of Late Sugriwmal Poddar, Pranami Mandir Road, P.O: Haiderpara, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734006, by caste Hindu, by Profession Business, 2. Shri Pramod Kumar Sinhal, Son of Late Ram Kumar Sinhal, West Ashrampara, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Shri Dipankar Paul, , , Son of Late Dulal Paul, Saktigarh, P.O: Siliguri Bazar, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

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

Execution is admitted on 05-09-2023 by Shri Gaurav Sinhal,

Indetified by Shri Dipankar Paul, , , Son of Late Dulal Paul, Saktigarh, P.O: Siliguri Bazar, Thana: Bhaktinagar, , City/Town: SILIGURI MC, Jalpaiguri, WEST BENGAL, India, PIN - 734005, by caste Hindu, by profession Private Service

**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 04/09/2023 7:37PM with Govt. Ref. No: 192023240203651751 on 04-09-2023, Amount Rs: 21/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 116353482 on 04-09-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

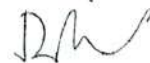
Certified that required Stamp Duty payable for this document is Rs. 20,020/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 15,020/-

**Description of Stamp**

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

2. Stamp: Type: Impressed, Serial no 3540, Amount: Rs.5,000.00/-, Date of Purchase: 29/05/2023, Vendor name: Subhankar Ghosh

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 04/09/2023 7:37PM with Govt. Ref. No: 192023240203651751 on 04-09-2023, Amount Rs: 15,020/-, Bank: HDFC Bank ( HDFC0000014), Ref. No. 116353482 on 04-09-2023, 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 134883 to 134914  
being No 071106531 for the year 2023.



*BW*

Digitally signed by BISWARUP GOSWAMI  
Date: 2023.09.18 13:27:23 +05:30  
Reason: Digital Signing of Deed.

(Biswarup Goswami) 18/09/2023  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BHAKTINAGAR  
West Bengal.