

SL-1045/2023

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MAMTA BUILDCON  
mamta porrad  
Proprietor

DEVELOPMENT

AGREEMENT

THIS AGREEMENT IS MADE ON THIS THE  
08<sup>th</sup> DAY OF FEBRUARY, TWO THOUSAND AND TWENTY THREE.

BETWEEN

CERTIFIED THAT THE DOCUMENT IS ADMITTED TO REGISTRATION  
THE SIGNATURE SHEET AND THE ENDORSEMENT SHEETS ATTACHED  
TO THIS DOCUMENT ARE THE PARTS OF THIS DOCUMENT.

[Signature]

[Signature]  
Addl. District Sub-Registrar,  
Sikuri-II at Bagdogra

**MAMTA BUILDCON**  
*mamta prasad*  
**Proprietor**

✓ **MRS. DOLLY GUPTA**, (PAN-ADVPG6329E, ADHAR No.-8984-4136-0718), Daughter of Sri Vidyanand Gupta, Hindu by faith, Indian by Nationality, Housewife by occupation, residing at Lala Basti(Rabindra Nagar), P.O. & P.S. Bagdogra, District Darjeeling, Pin-732139 within the State of West Bengal- hereinafter called the **LAND OWNER** (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include her heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

A N D

✓ **M/S MAMTA BUILDCON**, - a Proprietorship Firm situated at Kusum Vihar Road No. 7/C, Mohrabadi, P.O. Mohrabadi, P.S. Bariatu, District Ranchi, PIN-834008, represented by its Proprietor **MRS. MAMTA PRASAD** (PAN-BSMPP7895R, ADHAR No. 8028-4277-9360), Wife of Sri Birendra Parasad Gupta, , resident of Kusum Vihar Road No. 7/C, Mohrabadi, P.O. Mohrabadi, P.S. Bariatu, District Ranchi, PIN-834008, hereinafter called the **"DEVELOPER"/SECOND PARTY** (which expression shall unless excluded by or repugnant to the context be demand to include its successors-in-office, executors, administrators, representatives and assigns) of the **SECOND PART**.

**WHEREAS:**

- A. One Maneshwari Bewa @Sameswari Bewa (since deceased), wife of Late Dhaneshwari Singha, was the recorded owner of the land measuring 3Decimals, appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, recorded in Khatian No. 245, J.L. No. 70, Mouza-Bairatisal, Pargana Patharghata, Police Station Matigara, District Darjeeling and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.

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- B. AND WHEREAS being owner in such possession said Maneshwari Bewa @Sameswari Bewa died intestate leaving behind her son Jagadish Singha and two daughters namely 1.Smt. Dhemchiswari Singha @ Dhemeshwari Singha @ Sarajni Singha and 2.Temeshwari Singha @ Temeswari Singha @ Nirubala Singha as her only legal heirs and successors as per the provision of Hindu Succession Act, 1956 and accordingly by virtue of an inheritance the above named legal heirs became the joint owners of the aforesaid land measuring 3Decimals, each having 1/3<sup>rd</sup> share therein having permanent, heritable and transferrable right, title and interest therein.
- C. AND WHEREAS being the joint owners in such possession one of the legal heir of Maneshwari Bewa @Sameswari Bewa namely Jagadish Singha died intestate leaving behind his wife Smt. Bishakha Singha @ Bishuya Singha as his only legal heir and successor as per the provision of Hindu Succession Act, 1956 and accordingly by virtue of an inheritance the above named legal heir namely Smt. Bishakha Singha @ Bishuya Singha became the joint owners of the undivided 1/3<sup>rd</sup> share of aforesaid land measuring 3Decimals, left by the deceased Jagadish Singha having permanent, heritable and transferrable right, title and interest therein.
- D. One Smt. Dhemchiswari Singha @ Dhemeshwari Singha @ Sarajni Singha, was the recorded owner of the land measuring 3Decimals, appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, recorded in Khatian No. 145, J.L. No. 70, Mouza-Bairatisal, Pargana Patharghata, Police Station Matigara, District Darjeeling and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.

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- E. One Temeshwari Singha @ Temeswari Singha @ Nirubala Singha, also was the recorded owner of the land measuring 3Decimals, appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, recorded in Khatian No. 109, J.L. No. 70, Mouza-Bairatisal, Pargana Patharghata, Police Station Matigara, District Darjeeling and she had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.
- F. One Jagadish Singha, was the recorded owner of the land measuring 4Decimals, appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, recorded in Khatian No. 98, J.L. No. 70, Mouza-Bairatisal, Pargana Patharghata, Police Station Matigara, District Darjeeling and he had been enjoying and possessing the said land having permanent, heritable and transferable right, title and interest therein.
- G. AND WHEREAS being owner in such possession said Jagadish Singha died intestate leaving behind his wife Smt. Bishakha Singha @ Bishuya Singha as his only legal heir and successors as per the provision of Hindu Succession Act, 1956 and accordingly by virtue of an inheritance the above named legal heir became the owner of the aforesaid land measuring 4Decimals, having permanent, heritable and transferrable right, title and interest therein.
- H. WHEREAS under the aforesaid facts and circumstances above said 1.Smt. Dhemchiswari Singha @ Dhemeshwari Singha @ Sarajni Singha and 2.Temeshwari Singha @ Temeswari Singha @ Nirubala Singha and 3.Smt. Bishakha Singha @ Bishuya Singha became the owner of Land measuring 13Decimals and they were in actual Khas and Physical possession of the said land having permanent, heritable and transferrable right, title and interest therein and they had jointly transferred their afore said land through their lawful

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constitute attorney Sri Haris Chandra Roy Basunia, son of Late Gaurhari Roy Basunia (vide GPA No. IV-00714 for the year 2013, Book No. IV, CD Volume No. V, pages from 1108 to 1120, registered at the office of A.D.S.R.-Siliguri, on 10.06.2013) to and in favour of present owner namely MRS. DOLLY GUPTA, Daughter of Sri Vidyanand Gupta by virtue of a registered Deed of sale, being No. I-7714 for the year 2013, entered into Bok No. I, CD Volume No. 18, recorded in Pages from 1421 to 1437, registered at the office of the A.D.S.R. Bagdogra and recorded her name in ROR and new L.R. Khatian being No. 7478 appertaining to L.R. Plot No. 330 under Mouza-Bairatisal has been published in her name.

- I. Thus MRS. DOLLY GUPTA, Daughter of Sri Vidyanand Gupta (the Owner named herein) is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entirety of the land measuring 13Decimals, recorded in L.R. Khatian No. 7478 , appertaining to and forming part of R.S. Plot No. 307 corresponding to L.R. Plot No.330, J.L. No. 070, Mouza Bairatisal, Pargana Patharghata, P.S Matigara, Dist Darjeeling, more fully and particularly described in the Schedule-"A" below hereunder written and hereinafter referred to as "the said premises".
- J. For the purpose of an integrated development of the said premises, the Owner has decided to develop the said premises by constructing a multistoried buildings thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, they have approached the Developer herein to develop the said premises by constructing a multistoried building thereon, to which the Developer has agreed on the terms and conditions stated hereunder.
- K. The said premises is free from all encumbrances, charges, liens, lispensens, attachments, trusts whatsoever or howsoever.

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- L. All costs, charges and expenses in connection with the preparation of the Plan or Plans for construction of the building at the said premises, getting the same approved and/or sanctioned by the competent authority and for completing the construction of the building at the said premises in accordance with the said plan or plans with or without any modification, shall be borne and met by the Developer.
- M. The Owner has agreed to grant an exclusive right of development of the said premises in favour of the Developer, which they hereby do, for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint contractors, if required, for the development of the premises.

**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 **Owner** shall mean the said **MRS. DOLLY GUPTA**, (PAN-ADVPG6329E, ADHAR No.-8984-4136-0718), Daughter of Sri Vidyanand Gupta, Hindu by faith, Indian by Nationality, Housewife by occupation, residing at Lala Basti(Rabindra Nagar), P.O. & P.S. Bagdogra, District Darjeeling, Pin-732129 within the State of West Bengal the aforesaid person not only as Owner but also as having whatsoever right, title or interest that they or any person claiming under, through or in trust for them may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the Third Schedule hereunder written including their heirs, legal representatives, executors and assigns.

- 1.2 **Developer** shall mean the said **M/S MAMATA BUILDCON**, - a Proprietorship

MAMTA BUILDCON  
Mamta Prasad  
Proprietor

Bariatu, District Ranchi, PIN-834008, represented by its Proprietor **MRS. MAMATA PRASAD** (PAN-BSMPP7895R, ADHAR No. 8028-4277-9360), Wife of Sri Birendra Parasad Gupta, , resident of Kusum Vihar Road No. 7/C, Mohrabadi, P.O. Mohrabadi, P.S. Bariatu, District Ranchi, PIN-834008its executors, representatives, administrators and assigns including its Partners at all materials times.

- 1.3 **Premises** shall mean ALL THAT the entirety of the premises more fully and particularly described in the Schedule-"A" hereunder written.
- 1.4 **Buildings** shall mean the multi storied buildings proposed to be constructed as on the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the ATHARKHAI Gram Panchayat for the time being prevailing as per the plan or plans to be sanctioned by the ATHARKHAI Gram Panchayat or any other competent authority.
- 1.5 **Unit** shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building to be constructed at the said premises.
- 1.6 **Super built-up area** shall mean the total constructed area which will include, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said Premises.
- 1.7 **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 to be constructed at the said premises.

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1.8 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned by the ATHARKHAI Gram Panchayat or any other competent authority including modification or variation thereof which may be made from time to time.

1.9 Saleable Area shall mean the space or spaces in the building available for independent use and occupation after making due provisions of common facilities and the space required therefor.

1.10 Owner Allocation shall be 40% sale proceeds of the total sale consideration of the salable units of buildings to be constructed on the said land described in Schedule-A below as per plan or plans to be sanctioned by Atharkhai Gram Panchayat or any other sanctioning authorities as consideration for permitting the Developer to develop the said land and commercially exploit the same.

1.11 Developer's Allocation Area shall mean the remaining 60% of Sale proceeds of the salable unit of proposed building to be constructed on the said land by the Developer as per plan or plans to be sanctioned by the Atharkhai Gram Panchayat or any other sanctioning authorities which shall absolutely belong to the Developer after providing for the Owner Allocation as described in aforesaid Clause 1.10 aforesaid this agreement, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of entire salable units in the building as determined and ascertain by the Developer of the available space there at.

1.12 Transfer with 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



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1.13 **Transferee** shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building to be constructed at the said premises, has been transferred.

1.14 **Words** importing singular shall include plural and vice versa.

1.15 **Words** importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

**ARTICLE II - COMMENCEMENT**

2.0 This Agreement shall be deemed to have commenced on and with effect from the date of its execution.

**ARTICLE III - OWNER'S RIGHTS & REPRESENTATIONS**

3.1 **The Owner** is absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said premises, more fully and particularly described in the **Schedule-A** hereunder written.

3.2 Excepting the Owner, no other person or persons has/have any claim or interest and/or demand over and in respect of the said premises and/or any portion thereof.

*Amend* 3.3 The said premises is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.

3.4 There is no vacant land at the said premises within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.

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3.5 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the Owner or any person claiming under her.

3.6 It is agreed and understood by and between the all parties hereto that the Owner shall sign all such forms and papers as would be required by the Developer for the purpose of obtaining such clearance certificates for transfer of the undivided proportionate share of land along with the flat, parking space and other constructed area.

3.7 All Panchayat rates and taxes, land revenue/khajna payments, electricity consumption charges and other outgoings related to the said premises have been cleared by the Owner and if any amount is found due hereafter as accruing before the Date of this Agreement, the same shall be cleared/paid by the Owner and the Developer shall not be liable to pay the same or any part thereof.

#### ARTICLE IV - DEVELOPER'S RIGHTS

4.1 The Owner hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the said Premises upon construction over the existing structures standing thereon and constructing the building at the said premises in accordance with the plan or plans to be sanctioned by the Atharkhai Gram Panchayat or any other competent authority with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto.

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and

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representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction. All costs, charges and expenses required to be paid or deposited for submission of such plan or plans to the Atharkhai Gram Panchayat or and other authorities shall be borne and met by the Developer.

- 4.3 Nothing in these presents shall be construed as a demise or any assignment creating any charge or conveyance in law by the Owner of the said premises or any part thereof to the Developer or as creating any right, title or interest in respect thereof of the Developer other than an exclusive and irrevocable license to the Developer to commercially exploit the same in terms hereof and to deal with the entire salable premises in the building to be developed at the said premises in the manner hereinbefore and hereinafter stated.
- 4.4 On requirement capital to construct the buildings over and upon the land mentioned in Schedule-"A" the Developer may take loan from any bank or financial institution by mortgage of the property of Land owner.

#### **ARTICLE VI - PROCEDURE**

- 5.1 The Owner shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement to be retained until the completion of the construction of the new building at the said premises.
- 5.2 The Owner shall grant a General Power of Attorney in favour of the Developer as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the buildings at the said premises and also for pursuing and following up the matter with the Atharkhai Gram Panchayat and other statutory authorities and for all other matter concerning or related to the project of development which shall remain in force until completion of the project finally and by virtue of that

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*Mamta Parasad*  
**Proprietor**

General Power of Attorney the Developer will empowered to entered into Agreement or to execute sale deed or any document/s for transfer the salable units to any intending Purchaser/s.

- 5.3 The Owner shall deliver vacant possession of the said premises to the Developer on the execution of this agreement for carrying out the purpose herein mentioned.

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

- 6.1 Subject as aforesaid, the common portion of the said building/s and open spaces (excluding the entire roof of the building) shall belong to the Developer.

- 6.2 The Developer shall subject to the provisions herein contained, be exclusively entitled to the building with exclusive right to choose and enter into agreements with intending purchasers thereof, fix rates, receive payments of advances and consideration money from the intending purchasers and 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 salable units of the building.

- Asad* 6.3 In so far as necessary, all dealings by the Developer in respect of construction and completion of the buildings shall be in the name of the Owner for which purpose the Owner undertakes to give in favour of any one or more of the partners of the Developer firm or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.

#### **ARTICLE VIII - BUILDINGS**

- 7.1 The Developer shall at its own costs, construct erect and complete lift facility buildings on the said premises in accordance with the sanctioned plan with good from time to time.

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The buildings shall be of residential or residential cum commercial type or only residential type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the competent authority.

- 7.2 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.
- 7.3 The Developer shall install and erect in the said buildings, at its own costs, pumps, water storage tanks and other facilities as are required to be provided in a multi-storied buildings at the jurisdiction of Atharkhai Gram Panchayat having self-contained units and constructed for sale of constructed areas therein on Ownership basis and as mutually agreed to.
- 7.4 The Developer shall be authorized in the name of the Owner so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owner for the construction of the buildings and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the buildings and other inputs and facilities required for the construction and enjoyment of the buildings for which purpose the Owner shall execute in favour of the Developer Power(s) of attorney and other authorities as shall be required by the Developer. All costs charges and expenses thereof shall be borne and met by the Developer.
- 7.5 The Developer shall at it's own costs and expenses, construct and complete the said building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.

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*Mamta Passad*  
**Proprietor**

- 7.6 All costs, charges and expenses, including architect's fees during the construction of the building at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the Owner shall perform all the obligations required of her under this Agreement in a diligent and sincere manner.

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

- 8.1 The Developer shall pay and bear all Panchayat taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said premises.
- 8.2 If any separate transformer is required to be installed for the building, the cost of installation of the same including all incidental expenses shall be borne by the Owner and occupants of the new building proportionately. The Developer shall be entitled to recover expenses, if any, that may be borne by it in this regard from the occupiers.
- 8.3 The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said building at the said premises and from selling the entire salable area in the buildings.

#### **ARTICLE X - COMMON RESTRICTIONS**

- 9.1 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 and the architect in writing in this behalf.

- 9.2 The Developer and the Owner shall abide by all laws, bye-laws, rules and

to answer and be responsible for any deviation, violation and/or breach of any of the said laws, bye-laws, rules and regulations.

- 9.3 The parties hereto shall not do or cause or permit to be done any act or thing which may render void or voidable any insurance of the building or any part thereof and shall keep each other and other occupiers of the said building harmless and indemnified from and against the consequences of any breach.
- 9.4 No goods or other items/materials shall be kept by the Owner or by the Developer for display or otherwise in the staircase/landings/corridors/passages or other places for the common use in the building and no hindrance shall be caused in any manner in the free movement in the staircase/landings/corridors/passages and other places for common use in the building and in case any such hindrance is caused, the Developer or the Owner, as the case may be, shall be entitled to remove the same at the risk and cost of the others.
- 9.5 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 new building or in the compounds corridors or any other portion or portions of the building.

**ARTICLE XI - OWNER'S OBLIGATIONS**

- 10.1 The Owner hereby agrees and covenants with the Developer not to cause any interference or hindrance in the construction of the building at the said land by the Developer or by his acts, commissions or omissions do anything so as to delay and/or render the construction thereof impossible.
- 10.2 The Owner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, mortgage to take loan for construction and/or disposing of the building.

**MAMTA BUILDCON**

Mamta Parashar

Proprietor

- 10.3 The Owners hereby agrees and covenants with the Developer not to let out, mortgage, and/or charge the said land or any portion thereof without the consent in writing of the Developer during the period of construction.
- 10.4 The Owners hereby agrees and covenants with the Developer to put signatures on the documents to take finance for construction and to mortgage their property as mentioned in Schedule-"A" below

**ARTICLE XII - DEVELOPER'S OBLIGATIONS**

- 11.1 The Developer hereby agrees and covenants with the Owner to complete the construction of the building at the said land in terms of the sanctioned plan/s within a period of 36 months (Thirty Six) months from the date of obtaining the sanctioned Plan from the ATHARKHAI Gram Panchayat or other competent authority.
- 11.2 The Developer agrees and covenants with the Owner that the Developer shall handed over 40% sale proceeds of entre salable units or area of Building to be constructed on the said land in the building to be constructed on the said land described in Schedule-"A".
- 11.3 Subject to the Owner performing her obligations under this Agreement, That if the Developer fails to complete the construction of the building at the said land within the time specified in Clause 11.1 hereinabove in that event the Developer shall be afforded a further period of six months to complete such construction, but no further extension shall be allowed. If, however, the Developer is unable to complete the construction of the building at the said land within the extended period, then both the parties will amicably settle the matter.

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11.4 Tax liabilities such as income tax, GST, wealth tax and other liabilities in the nature levied in respect of the construction activity up to the extent of the Developer's share in the allocation, excepting capital gains impositions of Developer allocation, shall be borne by the Developer.

11.5 The Developer hereby agreed with Landowner to hand over **Rs. 15,00,000/-** (Rupees Fifteen Lacs only) out of which **Rs. 10,00,000/-** (Rupees Ten Lacs only) has been paid on 07.02.2023 by RTGS bearing UTR No. BARBR52023020700993157 and UTR No. BARBR52023020700995267, BANK of Baroda each amounting Rs.5,00,000/- (Rupees Five Lacs) and rest **Rs. 5,00,000/-** (Rupees Five Lacs only) will be paid within the Four months from the date of execution of this indenture and the entire amount of **Rs. 15,00,000/-** (Rupees Fifteen Lacs only) will adjusted with the 40% Sale proceeds of Owner's Allocation share.

**ARTICLE XIII - OWNER'S INDEMNITY**

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12.1 The Owner hereby undertakes that the Developer shall be entitled to the said construction and shall enjoy its allocated space without any interference and/or disturbance, provided that the Developer performs and fulfills all the terms and conditions herein contained and on its part to be observed and performed. If the proposed construction is in any manner hindered, hampered, impeded, delayed or obstructed by the willful default or act of the Owners, the Owners undertakes to indemnify the Developer upto the extent of the damages/losses suffered by the Developer as a consequence thereof.

12.2 The Owners hereby undertake to keep the Developer indemnified against all third party claims and actions against the said premises and/or the said new building to be constructed at the said premises or any portion of the said building.

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**MAMTA BUILDCON**  
*Mamta Pooasad*  
**Proprietor**

**ARTICLE XIV - DEVELOPER'S INDEMNITY**

- 13.1 The Developer hereby undertakes to keep the Owner indemnified against all third party claims and actions arising out of any sort of breach of the Developer in or relating to or arising out of the construction of the said building at the said premises.
- 13.2 The Developer hereby undertakes to keep the Owner 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**

14.1 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to be construed as a Partnership between the Developer and the Owner or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons. None of the parties shall be entitled to challenge the legality and/or validity or enforceability of this agreement on the ground of it being inadequately stamped and if the same is required to be stamped / impounded at any time hereafter the charges thereof shall be equally borne by the parties herein.

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14.2 It is understood that from time to time to facilitate the construction of the building 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 Owner and various applications and other documents may be required to be signed or made by the Owner relating to which specific provisions may not have been made herein and the Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owner shall execute any

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**Proprietor**

such additional Power(s) of Attorney and/or authority as may be required by the Developer for the purpose and the Owner also undertakes 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 Owner and/or go against the spirit of this Agreement.

**14.3** Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered Post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by pre-paid Registered post with acknowledgement due to the office of the Developer.

**14.4** The Developer and the Owner shall mutually frame a scheme for the management and administration of the said buildings at the said premises and/or common part thereof. The Developer and the Owner 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.

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

**14.6** The entire roof / terrace of the building, until the completion of the construction and grant of occupancy certificate by the competent authority, shall belong to the Developer exclusively. Further construction shall be carried out by the Developer at its cost on the roof/terrace if necessary sanction/approval is given by the

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Proprietor

Atharkhai Gram Panchayat in the course of the construction of the building in terms of this agreement or at any time thereafter.

**ARTICLE XVI - FORCE MAJEURE**

15.1 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.

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

**ARTICLE XVIII - JURISDICTION**

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

**ARTICLE XVIII - SPECIFICATION OF THE EACH FLAT AGREED TO BE CONSTRUCT**

1. Foundation :: R.C.C. foundation with super structure.
2. Wall :: 125mm thick brick wall finished with lime punning and cement primer.
3. Windows :: Aluminum windows with inserted grill and glass panel.
4. Doors :: Main door frames shall be made of wood and door shall be wooden and all internal doors shall be made of Flash Door.
5. Toilet :: Floor shall be made with anti-skid tiles and wall shall be covered with glazed titles upto 6'-6" height.
6. Kitchen :: Floor shall be made with vitrified floor tiles. Cooking

*Bohly Spk*

*Monta Passed*

- slab shall be made with granite stone with sink, 2'6" height glazed tiles shall be provided at the backside wall of cooking slab.
7. Flooring :: Floor of the flat shall be finished with vitrified floor tiles.
8. Electrification :: Concealed wiring with standard copper wire following connection shall be made.
- i) Bed room: 3 (three) light points, 1 (one) fan point and 1 (one) 5 Amp point.
  - ii) Drawing/ Dining : 3 (three) light points, 2 (two) fan points and 2 (two) 5 Amp point.
  - iii) Kitchen : 1 (One) light point, 1 (One) exhaust fan point and 1 (one) 15Amp. Point.
  - iv) Toilet : 1 (One) light point and 1 (one) exhaust fan point.
  - v) Balcony: 1 (One) light point.
9. Plumbing work :: Outside pipe lines shall be made of PVC pipe and inside shall be made of concealed wiring with P.P.R. pipe fittings.
10. Sanitary :: Standard Indian type pan or commode shall be provided in the toilet. Standard chromium plated tap and shower shall be provided in toilet, kitchen and basin. One porcelain wash basin shall be provided in Dining space.
11. Extra Cost :: Beyond the above mentioned schedule works shall be treated as extra work and rates for the extra works shall be settled / negotiated between the parties. Advance payment for such extra work shall be made by the FIRST PARTY to the SECOND PARTY.
12. Built up Charge :: Built up chargeable area means plinth area share of staircase and 20% super built area.

*Apal*

MAMTA BUILDCON

Mamta Paswad  
Proprietor

13. Super built area Proportionate share of roof, safety tank, well, passage for ingress and egress and common vacant space.

### SCHEDULE-A

ALL THAT PIECE OR PARCEL of land measuring : **13Decimals or 8Kathas** appertaining to and forming part of R.S. Khatian No. **245** corresponding to L.R. Khatian No. **7478**, appertaining to R.S. Plot No. **307** and corresponding to L.R. Plot No. **330**, situated within Mouza - **Bairatisal**, J.L. No. **070**, Pargana - **Patharghata**, Police Station **Matigara**, Additional District Sub-Registry Office Siliguri-II at Bagdogra, under the ATHARKHAI GRAM PANCHAYAT, District **Darjeeling**, PIN-**732139** within the State of West Bengal. Classification of land as per R.O.R. is Rupni, proposed land use - Bastu.

The said land butted and bounded as follows:-

- By the North : Land of Ram Charan Singh;  
 By the South : 35Feet wide Metal Panchayat Road;  
 By the East : Land of Sri Ranjit Roy;  
 By the West : Land of Mr. Ratan lal Agarwal & Others;

*Agarwal*

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.

## WITNESSESS:

1. *Ajay Prasad*

(MR AJAY PRASAD)  
Son of Late Sitaram Prasad  
Bagdogra, P.O:- Bagdogra,  
P.S:-Matigara, District:-Darjeeling,  
West Bengal, India,  
PIN:-734014,

*Dolly Gupta*LAND OWNER

2.

*Vidya Mani*  
Son of late Jugal Kishore  
UPPER Bagdogra  
100 PS. Bagdogra  
Dist Darjeeling  
Pin 734014

**MAMTA BUILDCON***Mamta Prasad***Proprietor****FOR MAMTA BUILDCON  
(DEVELOPER)**

Drafted, read over and explained by me to the parties and computerized in my chamber

*Amit Paul*

Amit Paul  
Advocate, Siliguri  
Enrl. No. F-512/485/04

Finger Prints of SMT. DOLLY GUPTA (LANDOWNER)



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

*Dolly Gupta*

Signature

Finger Prints of SMT. MAMTA PRASAD (DEVELOPER)  
Proprietor of M/s MAMTA BUILDCON



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

**MAMTA BUILDCON**

*Mamta Prasad*

**Proprietor**

Signature

Finger Prints of SRI AJAY PRASAD (IDENTIFIER)



	Thumb
Left Hand	



### Major Information of the Deed



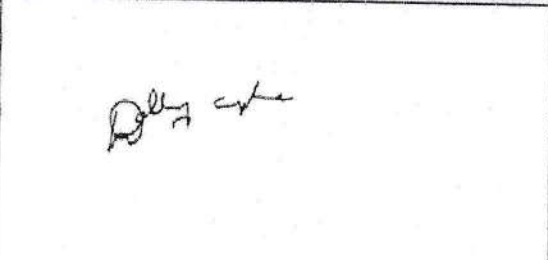
Deed No :	I-0403-00990/2023	Date of Registration	08/02/2023
Query No / Year	0403-2000336091/2023	Office where deed is registered	
Query Date	07/02/2023 11:38:05 PM	A.D.S.R. BAGDOGRA, District: Darjeeling	
Applicant Name, Address & Other Details	Amit Paul Hakimpara,,Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 9434045630, 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], [4311] Other than Immovable Property, Receipt [Rs : 15,00,000/-]		
Set Forth value	Market Value		
	Rs. 47,38,500/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 7,021/- (Article:48(g))	Rs. 15,021/- (Article:E, E, E, B)		
Remarks			

### Land Details :

District: Darjeeling, P.S:- Matigara, Gram Panchayat: ATHARAKHAI, Mouza: Bairatishal, JI No: 70, Pin Code : 732139

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	LR-330 (RS :-)	LR-7478	Bastu	Rupni	13 Dec		47,38,500/-	Width of Approach Road: 35 Ft., Adjacent to Metal Road,
<b>Grand Total :</b>					13Dec	0 /-	47,38,500 /-	



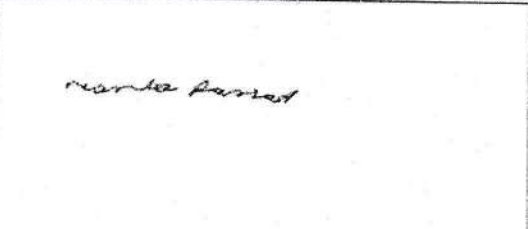
**and Lord Details :**




Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mrs Dolly Gupta (Presentant)</b> Daughter of Mr Vidyanand Gupta Executed by: Self, Date of Execution: 08/02/2023 , Admitted by: Self, Date of Admission: 08/02/2023 ,Place : Office			
	08/02/2023		LTI 08/02/2023	08/02/2023
Lala Basty, City:- Not Specified, P.O:- Bagdogra, P.S:-Matigara, District:-Darjeeling, West Bengal, India, PIN:- 732139 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: adxxxxxx9e, Aadhaar No: 89xxxxxxx0718, Status :Individual, Executed by: Self, Date of Execution: 08/02/2023 , Admitted by: Self, Date of Admission: 08/02/2023 ,Place : Office				

**Developer Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	<b>MAMATA BUILDCON</b> KUSUM VIHAR ROAD, City:- Not Specified, P.O:- MOHRABADI, P.S:-BARIATU, District:-Ranchi, Jharkhand, India, PIN:- 834008 , PAN No.:: BSxxxxx5R,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative			

**Representative Details :**

Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	<b>Mrs MAMTA PRASAD</b> Wife of Mr BIRENDRA PRASAD GUPTA Date of Execution - 08/02/2023, , Admitted by: Self, Date of Admission: 08/02/2023, Place of Admission of Execution: Office			
	Feb 8 2023 1:25PM		LTI 08/02/2023	08/02/2023
KUSUM VIHAR ROAD, City:- Not Specified, P.O:- MAHRABADI, P.S:-BARIATU, District:-Ranchi, Jharkhand, India, PIN:- 834008, Sex: Female, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: BSxxxxx5R, Aadhaar No: 80xxxxxxx9360 Status : Representative, Representative of : MAMATA BUILDCON (as PROPRIETOR)				

Name*	Photo	Finger Print	Signature
<b>Mr AJAY PRASAD</b> Son of Late SITARAM PRASAD BAGDOGRA, City:- Not Specified, P.O:- BAGDOGRA, P.S:-Matigara, District:- Darjeeling, West Bengal, India, PIN:- 734014			
	08/02/2023	08/02/2023	08/02/2023
Identifier Of Mrs Dolly Gupta, Mrs MAMTA PRASAD			

### Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mrs Dolly Gupta	MAMATA BUILDCON-13 Dec

### Land Details as per Land Record

District: Darjeeling, P.S:- Matigara, Gram Panchayat: ATHARAKHAI, Mouza: Bairatishal, JI No: 70, Pin Code : 732139

Sch No	Plot & Khatian Number	Details Of Land	Owner name in English as selected by Applicant
L1	LR Plot No:- 330, LR Khatian No:- 7478	Owner:ডলি গুপ্তা, Gurdian:বৈদ্যনাথ গুপ্তা, Address:নিজ , Classification:রূপনী, Area:0.13000000 Acre,	Mrs Dolly Gupta

Endorsement For Deed Number : I - 040300990 / 2023

On 08-02-2023

**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 13:07 hrs on 08-02-2023, at the Office of the A.D.S.R. BAGDOGRA by Mrs Dolly Gupta ,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 47.38.500/-

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

Execution is admitted on 08/02/2023 by Mrs Dolly Gupta, Daughter of Mr Vidyanand Gupta, Lala Basti, P.O: Bagdogra, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 732139, by caste Hindu, by Profession House wife

Indetified by Mr AJAY PRASAD, , , Son of Late SITARAM PRASAD, BAGDOGRA, P.O: BAGDOGRA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Business

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

Execution is admitted on 08-02-2023 by Mrs MAMTA PRASAD, PROPRIETOR, MAMATA BUILDCON (Sole Proprietorship), KUSUM VIHAR ROAD, City:- Not Specified, P.O:- MOHRABADI, P.S:-BARIATU, District:-Ranchi, Jharkhand, India, PIN:- 834008

Indetified by Mr AJAY PRASAD, , , Son of Late SITARAM PRASAD, BAGDOGRA, P.O: BAGDOGRA, Thana: Matigara, , Darjeeling, WEST BENGAL, India, PIN - 734014, by caste Hindu, by profession Business

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 15,021.00/- ( B = Rs 15,000.00/- ,E = Rs 21.00/- ) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 15,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/02/2023 10:35AM with Govt. Ref. No: 192022230286102958 on 08-02-2023, Amount Rs: 15,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 4568935407635 on 08-02-2023, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,021/- and Stamp Duty paid by Stamp Rs 5,000.00/-, by online = Rs 2,021/-

Description of Stamp

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

2. Stamp: Type: Impressed, Serial no 1315, Amount: Rs.5,000.00/-, Date of Purchase: 08/02/2023, Vendor name: S S Goon

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 08/02/2023 10:35AM with Govt. Ref. No: 192022230286102958 on 08-02-2023, Amount Rs: 2,021/-, Bank: SBI EPay ( SBlePay), Ref. No. 4568935407635 on 08-02-2023, Head of Account 0030-02-103-003-02

Yogen Tshering Bhutia  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BAGDOGRA  
Darjeeling, West Bengal

Certificate of Registration under section 60 and Rule 69.  
Registered in Book - I  
Volume number 0403-2023, Page from 21752 to 21781  
being No 040300990 for the year 2023.



*[Handwritten signature]*

Digitally signed by YOGEN TSHERING  
BHUTIA  
Date: 2023.02.10 15:39:13 +05:30  
Reason: Digital Signing of Deed.

Yogen Tshering Bhutia) 2023/02/10 03:39:13 PM  
ADDITIONAL DISTRICT SUB-REGISTRAR  
OFFICE OF THE A.D.S.R. BAGDOGRA  
West Bengal.

(This d