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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

Adm. District Sub-Registrar,
Siliguri-II at Bagdogra

07 AUG 2020

স্বাক্ষর

STAR CONSTRUCTION
Rohita Majumdar
Partner

STAR CONSTRUCTION
Biswan
Partner

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 07TH DAY
OF AUGUST, TWO THOUSAND TWENTY

BETWEEN

Star Construction

Biswan

Partner

Contd.....P/2

1453 Date 22/11/23
Star Construction
of sly

Rs. 10/- Rupees (Ten)

Ritu Yadav
Stamp Vendor
Sig. Court
L.No.-170/R.M.

2-1982-1550

STAR CONSTRUCTION

N.A. Majumdar

Partner

STAR CONSTRUCTION

Saurabh Eiran

Partner

SMT. ATOSHI BARMAN, (PAN No. AJSPB7407P) (AADHAR No. 974513630455) Wife of Sri Surat Barman, Hindu by religion, Indian by Nationality, Housewife by occupation, resident of Ghokla jote, Barogharia, Matigara, Post Office and Police Station Matigara, District Darjeeling (W.B.) – hereinafter collectively called the **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

STAR CONSTRUCTION, (PAN No. AEEFS3235B) -- a Partnership Firm, having its office at C/O Star Royal, Ground Floor, Naya Busty Road, Behind Kali Bary, Champasari, P.O. & P.S. Pradhan Nagar, S.M.C. Ward No. 46, District Darjeeling represented jointly by two of its partner (1) **SRI SAURABH EIRAN**, (PAN : AAYPE6083B) (AADHAR : 576288576089) Son of Sri Suresh Agarwal & (2) **SRI BHOLA MAJUMDAR**, (PAN : AJPPM4043F) (AADHAR : 547948322057) Son of Sri Ramakanta Majumdar, both Hindus by religion, Indian by nationality, business by occupation, Indians by citizen, No. 1 resident of Hat Bazar, Kurseong, Post Office and Police Station – Kurseong, Pin No. 734203, District Darjeeling, No. 2 resident of Bhanubhakta Sarani, Post Office and Police Station Pradhan Nagar, District of Darjeeling - 734003 (W.B.) -- hereinafter referred to as the **DEVELOPER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context be demand to include its partner/s, successors-in-office, representatives, administrators and assigns) of the **OTHER PART**.

WHEREAS:

- A. Whereas one Sri Haripada Majumder, Son of Late Hara Sundar Majumder, was the absolute recorded owner of Land measuring 6.94 Acre, recorded in R.S. Khatian No. 9/1, comprised in R.S Plot No. 91, 97, 99, 104, 101, 87/151, 83, 96, 209, 208 & 211, J.L No. 81, Situated within Mouza Gourcharan, Pargana Patharghata, Within Patharghata Gram Panchayat Area, P.S. Matigara, Dist. Darjeeling.
- B. Whereas being the owner in such possession said Haripada Majumder, Son of Late Hara Sundar Majumder, died intestate leaving behind (i) Smt. Kalpana Majumder, (ii) Smt. Jharna Roy, Wife of Late Dipak Roy, (iii) Smt. Banani Bhattacharya, Wife of S.N. Bhattacharya, (iv) Smt. Tapati Iyer, Wife of N. Dinesh Kumar Iyer, (v) Sri Sourya Bhattacharjee, Son of Late Manik Bhattacharjee, (vi) Smt. Gargi Ali Bhattacharjee, Wife of Sayed Zishan Ali, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the abovenamed legal heirs become the joint owners of the Land measuring

30/03/2010

STAR CONSTRUCTION

Shela Majumder

Partner

STAR CONSTRUCTION

Biswan

Partner

6.94 Acre. Therefore by virtue of inheritance (1) Smt. Kalpana Majumder, acquired undivided share of land measuring 76 Decimals, and a L.R. Khatian has been issued in her favour being L.R. Khatian No. 1221, (2) Smt. Jharna Roy, Wife of Late Dipak Roy, acquired undivided share of land measuring 76 Decimals, and a L.R. Khatian has been issued in her favour being L.R. Khatian No. 1222, (3) Smt. Banani Bhattacharya, Wife of S.N. Bhattacharya, acquired undivided share of land measuring 76 Decimals, and a L.R. Khatian has been issued in her favour being L.R. Khatian No. 1223, (4) Smt. Tapati Iyer, Wife of N. Dinesh Kumar Iyer, acquired undivided share of land measuring 76 Decimals, and a L.R. Khatian has been issued in her favour being L.R. Khatian No. 1224, all daughter of Late Haripada Majumder, (5) Sri Sourya Bhattacharjee, Son of Late Manik Bhattacharjee, acquired undivided share of land measuring 38 Decimals, and a L.R. Khatian has been issued in his favour being L.R. Khatian No. 1226, (6) Smt. Gargi Ali Bhattacharjee, Wife of Sayed Zishan Ali, acquired undivided share of land measuring 37 Decimal, and a L.R. Khatian has been issued in her favour being L.R. Khatian No. 1227, of Mouza Gourcharan, J.L NO. 81, P.S. Matigara, Dist Darjeeling, Total Land measuring 379 Decimals, Previous Khatian No. 9/1, Plot No. 97 & 99, having permanent heritable and transferable right, title and interest therein.

- C. Whereas being the owner in such possession said (i) Smt. Kalpana Majumder, (ii) Smt. Jharna Roy, Wife of Late Dipak Roy, (iii) Smt. Banani Bhattacharya, Wife of S.N. Bhattacharya, (iv) Smt. Tapati Iyer, Wife of N. Dinesh Kumar Iyer, all are Daughter of Late Haripada Majumder, (v) Sri Sourya Bhattacharjee, Son of Late Manik Bhattacharjee, (vi) Smt. Gargi Ali Bhattacharjee, Wife of Sayed Zishan Ali, jointly Sold and transfer their land measuring 33 Decimals out of their total land measuring 379 Decimals, recorded in L.R. Khatian No. 1221, 1222, 1223, 1224, 1226 & 1227, comprised in L.R. Plot No. 19, J.L No. 81, Touzi No. 91, Situated within Mouza Gourcharan, Pargana Patharghata, P.S. Matigara, District Darjeeling, to and in favour of Minor Hardeep Barman, Son of Sri Surat Barman, represented by and through his father and natural guardian Sri Surat Barman, Son of Sri Birendra Nath Barman, by virtue of a registered Deed of Sale being I-1846 for the year 2009, recorded in Book No. I CD Volume No. 5 Pages from 5444 to 5456 and same was registered at the office Addl. District Sub-Registrar Siliguri II at Bagdogra, and in the same sale deed said (i) Smt. Kalpana Majumder, (ii) Smt. Jharna Roy, Wife of late Dipak Roy, (iii) Smt. Banani Bhattacharya, Wife of S.N. Bhattacharya, was represented by and through their constituted attorney holder namely Sri Dharani Roy, Son of Late Gopal Roy, by virtue of registered General power of Attorney being No. IV-5848 for the year 2008 recorded in Book No. IV CD Volume No. 1 Pages from 25 to 34 and same was registered office at the A.R.A-III, Kolkata & (iv) Smt Tapati Iyer, Wife of N. Dinesh Kumar Iyer, (v) Sri Sourya Bhattacharjee, Son of Late Manik Bhattacharjee, (vi) Smt Gargi Ali

Bhattacharjee, Wife of Sayed Zishan Ali, was represented by and through their constituted attorney holder namely Sri Dharani Roy, Son of Late Gopal Roy, by virtue of registered General Power of Attorney being No. IV-1161 for the year 2009 recorded in Book No. IV CD Volume No. 2 Pages from 6273 to 6282 and same was registered office at the A.R.A-III, Kolkata.

Being owner in such possession said Minor Hardeep Barman, Son of Sri Surat Barman, represented by and through his father and natural guardian Sri Surat Barman, Son of Sri Birendra Nath Barman, mutated his name at the office of the B.L. & L.R.O. Matigara in respect of his said land measuring 33 Decimals and therefore a new khatian has been issued in his favour vide L.R. Khatian No. 1421, being L.R. Plot No. 19, and since then having permanent heritable transferable right therein.

Whereas said Sri Surat Barman, father of the Minor Hardeep Barman, filed an application under the Guardian and Wards Act, 1890 before the Ld. District Judge at Darjeeling registered as Act VIII Case No. 45 of 2013 praying for appointment/declaration of guardian of the minor for his person and property in respect of the Scheduled land, and said Sri Surat Barman, father of the Minor Hardeep Barman, for the welfare, proper care, proper education, maintenance and for the healthy upbringing of the minor also prayed in the aforesaid application to the Ld. District Judge, Darjeeling for an order granting permission to the father and natural guardian to sign, execute and present for registration before the Additional District Sub-Registrar, Siliguri-II at Bagdogra, a Gift Deed absolutely conveying the below schedule property in favor of the minor Donor and the permission of the LD. District Judge, Darjeeling is annexed with the Deed of Gift herewith and forms part of these present.

Being owner in such possession said Minor Hardeep Barman, Son of Sri Surat Barman, represented by and through his father and natural guardian Sri Surat Barman, Son of Sri Birendra Nath Barman, transferred his land measuring 33 Decimals, recorded in L.R. Khatian No. 1421, comprised in R.S. Plot No. 97, corresponding to L.R. Plot No. 19, Situated within Mouza Gourcharan, J.L. No. 81, Touzi No. 91, Pargana Patharghata, P.S. Matigara, Under Patharghata Gram Panchayat Area, registered District Darjeeling, to and in favour of his mother namely Smt. Atoshi Barman, Wife of Sri Surat Barman, by virtue of registered Deed of Gift being document No. I-9762 for the year 2014 recorded in Book No. I CD Volume No. 34 Pages from 2191 to 2207 registered at the office Addl. District Sub-Registrar Siliguri-II- Bagdogra.

Being owner in such possession said Smt. Atoshi Barman, Wife of Sri Surat Barman, had mutated her name at the office of the B.L. & L.R.O. Matigara in respect of her said land measuring 33 Decimals and therefore

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Smt. Atoshi Barman

STAR CONSTRUCTION

Bhola Barman Ja

Partner

STAR CONSTRUCTION

Bhola Barman

Partner

a new khatian has been issued in his favour vide L.R. Khatian No. 5367, being L.R. Plot No. 19, and since then having permanent heritable transferable right therein.

- D. For the purpose of an integrated development of the said premises, the Owner have decided to develop the said premises by constructing a multistoried building/s thereon, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, have approached the Developer herein to develop the said premises by constructing a multistoried building/s thereon, to which the Developer has agreed on the terms and conditions stated hereunder.
- E. The said premises is free from all encumbrances, charges, liens, lispendens, attachments, trusts whatsoever or howsoever.
- F. All costs, charges and expenses in connection with the preparation of the Plan or Plans for construction of the building/s at the said premises, getting the same approved and/or sanctioned by the S.M.C and for completing the construction of the building/s 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.
- G. The Owner have 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 **SMT. ATOSHI BARMAN**, Wife of Sri Surat Barman, 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 her may have had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Premises described in the First Schedule hereunder written including her heirs, legal representatives, executors and assigns.
- 1.2 **Developer** shall mean said '**STAR CONSTRUCTION**', its 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 First Schedule hereunder written.

1.4 Building/s shall mean the proposed building/s to be constructed at the said premises with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Siliguri Municipal Corporation for the time being prevailing as per the plan or plans to be sanctioned by the Patharghata Gram Panchayat or any other sanctioning authority.

1.5 Unit shall mean the constructed area and/or spaces in the building/s intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity in the building/s 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/s 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/s to be constructed at the said premises.

1.8 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building/s as shall be sanctioned by the Patharghata Gram Panchayat or any other sanctioning 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 proposed building/s available for independent use and occupation after making due provisions of common facilities and the space required therefore.

1.10 Owners' Allocation shall be a share equivalent to 42% of the total constructed area in a new building/s to be constructed at the said land by the Developer as per plan or plans to be sanctioned by the Patharghata Gram Panchayat or any other sanctioning authority including the common facilities, together with all amenities to be allocated to the Owners as consideration for permitting the Developer to develop the said land and residentially exploit the same.

Developer's Allocation shall mean the remaining share that is equivalent to 58% of the total constructed area in a new building/s to be constructed at the said land by the Developer as per plan or plans to be sanctioned by

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the Patharghata Gram Panchayat or any other sanctioning authority which shall absolutely belong to the Developer.

- 1.11 **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/s to purchasers thereof although the same may not amount to a transfer in law.
- 1.12 **Transferee** shall mean a person, persons, firm, limited company, association of persons to whom any space and/or unit in the building/s to be constructed at the said premises, has been transferred.
- 1.13 **Words** importing singular shall include plural and vice versa.
- 1.14 **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 – OWNERS' RIGHTS & REPRESENTATIONS

- 3.1 The Owners are 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 First Schedule hereunder written.
- 3.2 Excepting the Owners, 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.
- 3.3 The said premises is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions, whatsoever or howsoever.
- 3.4 There is no subsisting agreement for sale and/or development of the said premises with any other party or parties by the Owners or any person claiming under them.
- 3.5 It is agreed and understood by and between the parties hereto that the Owners 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 pertaining to the area falling under the Developer's Allocation at the cost of the Developer.

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Bhola Rajwade

Partner

STAR CONSTRUCTION

Shirani

Partner

- 3.6 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 Owners and if any amount is found due hereafter as accruing before the Date of this Agreement, the same shall be cleared/paid by the Owners and the Developers shall not be liable to pay the same or any part thereof.

ARTICLE IV – DEVELOPER'S RIGHTS

- 4.1 The Owners hereby grant, subject to the provisions contained herein, exclusive right to the Developer to build upon and to residentially exploit the said Premises upon the below schedule land and constructing the proposed building/s at the said premises in accordance with the plan or plans to be sanctioned by the Patharghata Gram Panchayat or any other sanctioning 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 shall be signed by the Owners and/or the Developer (through duly authorized 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 Patharghata Gram Panchayat and other authorities shall be borne and met by the Developer PROVIDED HOWEVER that the Developer shall be exclusively entitled to all refunds or any or all payments and/or deposits made by the Developer in connection therewith.
- 4.3 Nothing in these presents shall be construed as demise or any assignment creating any charge or conveyance in law by the Owners 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 residentially exploit the same in terms hereof and to deal with the Developer's allocation in the proposed building/s to be developed at the said premises in the manner hereinbefore and hereinafter stated.

ARTICLE V – CONSIDERATION

- 5.0 The Developer has agreed on giving 42% of the total constructed area in a new building/s to be constructed at the said land to the land owner.

ARTICLE VI - PROCEDURE

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Bhola Nigam

Partner

STAR CONSTRUCTION

Bhola Nigam

Partner

- 6.1 The Owners shall handover all relevant documents including title deed in original to the Developer on the date of signing of this agreement.
- 6.2 The Owners shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its Partner as per the desire of the Developer for obtaining necessary permissions and/or sanctions from different authorities in connection with the development of the proposed building/s at the said premises and also for pursuing and following up the matter with the Patharghata 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.
- 6.3 The developer shall be entitled to enter into agreement for sale and transfer by its own name with any transferee for their sale purpose and to receive and collect all monies and it is hereto expressly agreed by and between the parties hereof that for the purpose of entering into such agreement it shall not be obligatory on the part of the developer to obtain any further consent of the owner and this agreement by itself shall be treated as owners' consent provided the developer shall comply with all other obligations of the developer to the owners under this agreement. It is further agreed that the owners shall sign, execute and register a proper General Power of Attorney in favor of the nominee of the Developer so that the proper Deed of Conveyance or any transfer deed may be signed, executed and registered in favor of the intending customers/purchasers who have purchased the area/space/unit in the said proposed multistoried building/s/s and the second party alone shall be able to execute and registered proper sale deed to and in favour of those intending buyers, as per its choice without the consent of the Owners and the said Owners shall not claim any constructed portion or any profit, arising out of sale consideration from the said 'Developer's Allocation'.
- 6.4 The Owners shall vacate the said premises and hand over the physical possession thereof to the Developer for the purpose of facilitating the development/construction thereat and the Owners shall demolish the old house and structures on the said premises if present there and remove the debris there from at their own cost and expenses for the convenience of the construction of the proposed new building/s.

ARTICLE VII – SPACE ALLOCATION

- 7.1 Upon finalization of the plan for construction of the proposed building/s at the said premises, the Parties hereto shall earmark the Owners' Allocation as stated hereinabove, subject to the modifications and variations as may be permitted by the Patharghata Gram Panchayat or any other sanctioning authority, and the balance of the constructed area shall go to the share of

the Developer in consideration of its having undertaken the construction of the proposed building/s at its own cost. Moreover as per requirement the owner and the Developer shall mutually identify and demarcate their respective Owner's Allocation and Developer's Allocation on approval of the building plan and for the demarcation purpose the parties hereto shall enter into a supplementary agreement in respect of the description of their allocated shares in the proposed new building.

- 7.2 The Developer shall on completion of the proposed building/s, put the Owners in undisputed possession of the Owners allocation together with all rights in common in the common portions and common facilities.
- 7.3 Subject as aforesaid, the common portion of the said proposed building/s or building/s, the terrace and open spaces of the building/s shall belong to the Owners and Developer in proportion to their sharing ratios/allocation herein mentioned.
- 7.4 The Owners shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners allocation in the proposed building/s at their will, subject to the conditions laid down elsewhere in this agreement.
- 7.5 In so far as necessary, all dealings by the Developer in respect of construction and completion of the proposed building/s shall be in the name of the Owners for which purpose the Owners undertakes to give in favour of any one or more of the Partner 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 – BUILDING/S

- 8.1 The Developer shall at its own costs, construct erect and complete the proposed building/s at the said premises in accordance with the sanctioned plan with good and standard materials as may be specified by its Architects from time to time. The proposed building/s shall be of residential type, and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Patharghata Gram Panchayat.
- 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 proposed building/s, at its own costs, pumps, tube-well, water storage tanks and other facilities as are required to be provided in a multi-storied building/s having self-contained

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Partner

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units and constructed 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 allocations of building/s materials allocable to the Owners for the construction of the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the proposed building/s and other inputs and facilities required for the construction and enjoyment of the building/s for which purpose the Owners shall execute in favour of the Developer firm or one or more of its partner 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.
- 8.5 The Developer shall at it's own costs and expenses, construct and complete the said proposed building/s and various units, therein in accordance with the building/s sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 8.6 All costs, charges and expenses, including architect's fees during the construction of the building/s at the said premises shall be borne by the Developer and the Owners shall bear no responsibility in this context, provided that the Owners shall perform all the obligations required of them under this Agreement in a diligent and sincere manner.

ARTICLE IX – COMMON FACILITIES

- 9.1 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 accruing as and from the date of handing over vacant possession by the Owners to the Developer, till the date of the Owners receiving the Owners Allocation as stated herein in the proposed 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 As soon as the proposed building/s is completed, then 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 municipal and property taxes, rates, duties, dues and other public outgoings and impositions whatsoever (hereinafter for the sake of brevity referred to as "the said rates") payable in respect of the said Owners Allocation, the said rates to be apportioned pro-