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পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

W 245386

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30/3/23
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Kabita Kundu

Kabita Kundu

Subleyit Kundu

Jayshree Developers

Partner

DEVELOPMENT AGREEMENT

1. **Date:** 30/03/2023
2. **Place:** SILIGURI

Q 2000843355/23

Commission Case No. 356/23

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

Addl. District Sub-Registrar
Bhakti Nagar, Jalpaiguri

31 MAR 2023

SIL NO. 55161 Date 27.3.2023

PURCHASER: Jayshree Developers

Full Address: Seligum

Total Value: 1000

Stamp Purchased from JPG Treasury-1



STAMP VENDOR
JAYA RANI DAS
Licence No. 1 of 99-2000
Addl. DSR Office, Rajganj, Jalpaiguri

Kalachan



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Kalachan



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Kabita Kundu



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Sushojita Kundu



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Jayshree Developers

Partner



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Thantia Potwal
S/O - R. Potwal
Senske Road, Seligum
Darjeeling, West Bengal



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

30 MAR 2023

3. **Parties:**

1. **SRI KALA CHAND KUNDU (PAN: AFCPK1135K, AADHAR: 840784388614)** Son of Saileshwar Kundu,

2. **SMT KABITA KUNDU alias KABITA RANI KUNDU (PAN: AFCPK1136L, AADHAR: 62041774450)** Wife of Sri Kala Chand Kundu,

3. **SRI SUBHAJIT KUNDU (PAN: BTSPK5470L, AADHAR: 508447815308)** Son of Sri Kala Chand Kundu,

All Hindu by religion Indian by Nationality, No.1 and 3 Business and No.2 Housewife by Occupation, resident of Bidhan Road, P.O. & P.S. Siliguri-734001 in the District of Darjeeling----- hereinafter collectively and jointly called the **OWNERS/FIRST PARTY** (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, representatives, administrators and assigns) of the **FIRST PART.**

AND

M/s. JAYSHREE DEVELOPERS (PAN :AASFJ9258P), a partnership firm having its office at the Shanti Square, Sevoke Road, P.O. Siliguri-734001, P.S: Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal represented by one of its partners **SRI TARANG GARG (PAN : AVRPG5655R, AADHAR: 295840550212)** Son of Sri Sanjay Garg, Indian by Nationality, Hindu by religion, Business by Occupation, resident of RAJA GARDEN, RAMESH NAGAR, NEAR BALI NAGAGR , District- WEST DELHI, DELHI - 110015 hereinafter called the "**DEVELOPER/SECOND PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to include its partners, executors, successors in office, representatives, administrators and assigns) of the **SECOND PART.**

3.1 The Owners and the Developer collectively shall be referred to as Parties.

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NOW THIS DEVELOPMENT AGREEMENT WITNESSETH, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS: -

4.1 Development and Commercial Exploitation of Said Property:

Agreement between the owners and the Developer with regard to the development and commercial exploitation (in the manner specified in this agreement) on and in respect of land admeasuring 38.36 decimals appertaining to Plot No. 554 (R.S) 30, 1, 32, 34(LR) of Mouza Dabgram of Sheet no. 8(R.S), 44(LR) recorded in the Khatian No. 711, 711/2(k), (R.S.) 378, 379, 380(L.R) under the Bhaktinagar Police Station in the District of Jalpaiguri and delineated on the plan attached hereto and bordered in colour Red therein (said property) more fully and particularly described in the **FIRST SCHEDULE** written hereunder by construction of several separate and distinct clusters of new buildings thereon comprising of primarily residential buildings/ commercial buildings and ancillary facilities and other areas (said complex). Site Plan attached to this Agreement forms a part of this Agreement.

5. BACKGROUND AND REPRESENTATIONS

5.1 **Ownership of Said Property:** By virtue of the events and in the circumstances mentioned in the **SECOND SCHEDULE** below of these presents (Devolution of Title) the party of the First Part have become the owners of the said property.

5.2 **No previous Agreement:** Neither of the parties have entered into any agreement and/or understanding for sale, transfer, lease or development of their respective shares in the said property with any person and/or persons.

✓ 5.3 **Parties to ensure continuing marketability:** All the parties ensure each other that their respective shares in the said property will continue to remain unchanged marketable and free from all encumbrance's charges, attachments, mortgage, liens, lispendens, trust, debuttars, wakf, acquisitions, requisitions vesting etc. till the completion of the development of the said property.

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5.4 Infrastructure and Expertise of Developer. The **Developer** is carrying on business of Development of real estate and has infrastructure and expertise in this field.

5.5 No Requisitions or Acquisitions: Till date no part or portion of the said property is at present affected by any requisition or acquisition of any authority or authorities under any law and/or otherwise.

5.6 Infrastructure, Expertise and Financial Capacity of Developer: The **Developer** is carrying on business of construction and development of real estate and has necessary infrastructure and expertise in this field and also the financial capacity to successfully undertake and complete the development of the said Property by construction of several separate and distinct clusters of new buildings thereon comprising of primarily residential buildings/ commercial buildings and ancillary facilities and other areas in the manner as envisaged in this Agreement.

5.7 Financial Arrangement and Marketing: The **Developer** is and during the tenure of this Agreement shall remain competent to arrange the financial inputs required for development of the Said Property including by way of home loans for the proposed buyers (without creating any charge on the said property and without any liability of any nature on the Co-Owners).

5.8 No Abandonment: The **Developer** shall not under this Agreement abandon, delay or neglect the Project in any manner and shall accord the highest financial as well as infrastructural priority thereto in order to complete construction and development on and in respect of the said property within 36 Months from the date of sanctioned plan with a grace period of 12 months excluding the period under Force Majeure as stipulated in this agreement.

5.9 Finalization of Terms Based on Reliance on Representations: Pursuant to the above and relying on the representations made by the Parties to each other as stated above, final terms and conditions [superseding all previous correspondences and agreements (oral or written between the Parties)] for the said Project are being recorded by this Agreement.

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6. BASIC UNDERSTANDING

6.1 Development of Said Property by Construction and Commercial Exploitation, of Said Complex; The Parties have mutually decided to take up the Project, i.e. the development of the Said Property by way of proposed construction of the Said Complex thereon and commercial exploitation of the Said Complex with (1) specified inputs and responsibility sharing by the Parties and (2) exchange with each other of their specified inputs as specified in the **THIRD SCHEDULE** written hereunder.

6.2 Nature and Use of Said Complex: The Said Project shall be constructed in accordance with architectural plans (**Building Plans**) to be prepared by an architect (Architect) to be appointed by the **Developer** and to be sanctioned by the **Developer** from Siliguri Municipal Corporation, as a complex comprising of primarily residential buildings and/or commercial buildings and ancillary facilities and other areas, with specified areas, amenities and facilities to be enjoyed in common. The cluster of residential buildings (collectively **Residential Areas**) and the building/buildings containing commercial spaces (collectively **Commercial Areas**) shall be laid out in the manner designed by the Architects.

6.3 Appointment of Contractors etc.: The **Developer** shall have absolute right and full authority to appoint contractors, sub-contractors, agents, sub-agents etc. for the development of the Said Project on the Said Property, at its own costs and expenses. Such appointment shall be made in such manner that in case of any dispute between them, the said property does not in any way get affected.

7. DEVELOPMENT AND COMMENCEMENT

7.1 Development: The Parties hereby accept the Basic Understanding between them as recorded in Clause 6 above and all other terms and conditions concomitant thereto including those mentioned in this Agreement. Consequent thereto, the Owners confirm that the **Developer** shall develop the entire Project at its own cost and on behalf of itself and the Owners. The Owners further confirm that the **Developer** shall have

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exclusive right to carry out the Development and execution of the Project on the Said Property, at its own costs and expenses during the operation of these presents.

7.2 Commencement and Tenure: This Agreement commences and shall be deemed to have commenced on and with effect from the date of execution as mentioned above (**Commencement Date**) and this Agreement shall remain valid and in force till all obligations of the Parties towards each other stand fulfilled and performed and all saleable spaces in the Said Project are transferred and sold or till this Agreement is terminated in the manner stated in this Agreement.

8. PRE-SANCTION ACTIVITIES, SANCTION AND CONSTRUCTION

8.1 Statutory Clearance: The **Developer** shall, at its own costs and expenses obtain all Statutory Clearances, "No Objections", permissions from appropriate statutory authority or authorities for permission for development of the Said Project on the Said Property, if applicable.

8.2 Payment of Land Revenue: Within 90 (ninety) days from the date of execution of these presents the owners shall, at its own costs and expenses, make payment of upto date land revenue and khazana, SMC Holding Tax in respect of the Said Property.

8.3 Sanction of Building Plans: The **Developer** at its own costs and responsibility shall take all initiative and necessary steps for obtaining sanction of the Building Plans from the Siliguri Municipal Corporation, and the **Developer** shall present such proposed plan for sanction within 3 (three) months from the date of execution of these presents. In this regard the following is clarified:

(1) the **Developer** shall be responsible for obtaining each, every and all municipal and other statutory approvals "permissions' and "No objections' needed for the Project (including final sanction of the Building Plans and Occupancy Certificate) but the **Developer** may obtain them in phase-wise.

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(2) all costs, charges, expenses, outgoings and fees for sanctions and aforesaid statutory clearances of the building plans shall be solely borne and exclusively paid by the **Developer** and

(3) It shall always remain open and available to the **Developer** at its sole option to apply for increase of the sanctioned FAR if and when so becomes possible in due course whether during the period of completion of earlier sanction or after completion of the construction in terms hereof and such additional sanctioned FAR shall be constructed and dealt with by the Parties hereto in a manner they decide at that moment of time.

8.4 Architects and Consultants: The Owners have authorized the **Developer** to appoint the Architect and other consultants to assist in the Project. All costs, charges and expenses in this regard including professional fees and supervision charges shall be exclusively and solely paid by the **Developer** and the Owners shall have no liability or responsibility.

8.5 Construction of Said Project: The **Developer** shall, at its own costs and expenses and without creating any financial or other liability on the Owners cause construction, erection and completion of the Said project in accordance with the sanctioned Building Plans to be obtained from the Siliguri Municipal Corporation. Such construction shall be as per specifications common to all saleable spaces comprised in the Said Complex (**Units**), described in the **THIRD SCHEDULE** below (**Specifications**). In this regard it is clarified that the Said Project may, at the option of the **Developer**, be constructed and delivered in phase wise manner but the entire Project shall be completed within such time as detailed in paragraph hereunder written.

h **8.6 Completion Time:** With regard to time of completion of the Project, it has been agreed between the Parties that the **Developer** shall cause construction, erection and completion of the entire Project within a period of 36 (Thirty Six) months from the date of receiving sanction of the Building Plans and licenses and permissions from all statutory authorities subject to a grace period of 12 (Twelve months) excluding the period under Force Majeure as stipulated in this agreement.

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8.7 Common Portions: The **Developer** shall at its own costs install and erect in the common areas of the Said Project amenities and facilities such as stairways, lifts, generators, fire fighting apparatus, passages, driveways, common lavatory, electric meter space, pump room, reservoir, over head water tank, water pump and motor, water connection, drainage connection, sewerage connection and other facilities required for establishment, enjoyment, maintenance and management of the Said Complex (collectively **Common Portions**). For permanent electric connection to the apartments/spaces in the Said Project (collectively **Units**), the intending purchasers (collectively-**Transferee**) shall pay the deposits demanded by the licensed electricity supplier and/or other agencies and the Owners or their Transferees shall also pay the same for the Units in the Owners Allocation. It is clarified that the expression Transferees includes the Owners and the **Developer**, to the extent of unsold or retained Units in the Said Project.

8.8 Temporary Connections: The **Developer** shall be authorized, to apply for and obtain at the costs of the **Developer**, temporary connections of water, electricity, drainage and sewerage. It is however clarified that the **Developer** shall be entitled to use the existing electricity and water connection at the Said Property, upon payment of all usage and other applicable charges.

8.9 Modification: Any significant amendment or modification to the Building Plans may be made or caused to be made by the **Developer** in consultation and with the consent of the Owners, within the permissible limits of the concerned Municipal Authorities.

8.10 Co-operation: Neither Party shall indulge in any activities which may be detrimental to the development of the Said Property and/or may affect the mutual interest of the Parties. The Owners shall provide all co-operation that may be necessary for successful completion of the said Project.

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9. POWERS AND AUTHORITIES

9.1 **Powers of Attorney for Sanction, Construction and Sale;** The Owners do hereby agree to grant to the **Developer** and/or its nominees a Power of Attorney to take all necessary steps for the purpose of getting the Building Plans sanctioned/revalidated/modified/alterd by the Municipal Authorities as well as for construction of the Said Project in terms of this Agreement and enabling the **Developer** to deal with, sell and transfer entire constructed areas of Developers allocation in the said Project. However, all the costs, expenses, charges etc. for granting Power of Attorney shall be borne exclusively by the **Developer**.

9.2 **Further Acts:** Notwithstanding grant of the Power Of Attorney, the Owners hereby undertake that they shall execute, as and when necessary, all papers, documents, plans etc. that *may* be necessary for enabling the **Developer** to perform all obligations under this Agreement.

10. CONSIDERATION AND MODALITIES OF TRANSFER

10.1 Consideration for the Parties

10.1.1 **Owner's Allocation:** The Owners shall be allotted area in each of the floor of the proposed multistoried residential cum commercial building in the following manner as owners' allocation:

FLOOR	NATURE	UNIT NOS MARKED IN MAP.	TOTAL NO. OF UNITS	TOTAL BUILT UP AREA IN SQUARE FEET
GROUND	COMMERCIAL	1, 2, 3	3	1580
GROUND	PARKING	14-28	15	15 NOS. OF CAR PARKING SPACE
FIRST	RESIDENTIAL	A-G	7	7400
SECOND	RESIDENTIAL	NIL	NIL	NIL
THIRD	RESIDENTIAL	A, B, G	3	3182
FOURTH	RESIDENTIAL	C, D, E, F	4	4218

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Drawings of the owner's allocation area is attached with this presents and shall be treated as integral part of this Development Agreement.

It is agreed by the owners that all the extra development charges such as Club House, Swimming Pool, Transformer, Electricity, Membership Fee shall be paid by the owners/occupiers of the Owners Allocation to the Developer herein.

10.1.2 Developer's Allocation: The Developer shall be allotted area in each of the floor of the proposed multistoried residential cum commercial building in the following manner as Developer' allocation: -

FLOOR	NATURE	UNIT NOS MARKED IN MAP.	TOTAL NO. OF UNITS	TOTAL BUILT UP AREA IN SQUARE FEET
GROUND	COMMERCIAL	4,5	2	1075
GROUND	PARKING	01-13 29-30	15	15 NOS. OF CAR PARKING SPACE
FIRST	RESIDENTIAL	NIL	NIL	NIL
SECOND	RESIDENTIAL	A-G	7	7400
THIRD	RESIDENTIAL	C, D, E, F	4	4218
FOURTH	RESIDENTIAL	A, B, G	3	3182

Drawings of the developer's allocation area is attached with this presents and shall be treated as integral part of this Development Agreement.

It is expressly agreed and understood that all sales and transfers of saleable areas of Developer's Allocation, shall be affected by and through the Developer alone and all revenue (sale proceeds) will be collected by the Developer in its name.

10.1.3 That any compensation received from any government authority with respect to land being acquired for road expansion or otherwise, shall be of exclusive share, right and use of the Owners only. The Developers would not have any share or say in that.

11.1 MODALITIES OF TRANSFER

11.1.1 **Responsibility:** It shall be the sole responsibility of the Developer to oversee the entire development and construction work of the said project and shall act in such manner as may be required without any interference of the owners and the consent of the owners shall be deemed to have been given by these presents.

11.1.2 **Execution of Deed of conveyance:** All the saleable area and other spaces rights and benefits of the Developer's allocation within the said project shall be sold to the intending purchasers / transferees by the **Developer** and the sale consideration shall be received by the Developer in its name only.

11.1.3 **Grant of Undivided share of Said Property:** The Transferees of the saleable areas in the said Project who may enter into agreements for sale at the instance of the **Developer**, shall be entitled to obtain and be granted the proportionate, undivided and impartible ownership, right, title and interest in the Said Property by the Owners pertaining to and/or attributable to the area of the apartment/space agreed to be sold to and purchased and acquired by such Transferees from or through the **Developer** if all obligations of the **Developer** as laid down in these presents are fulfilled.

11.14 **Dealing with the Project area:** The **Developer** shall be at full liberty and have absolute power and authority, subject to the provisions made hereinbefore relating to execution of agreements for transfer, to deal with the said Developers allocation in such manner as may be deemed fit and proper and as may be decided by the **Developer** at its own risk and responsibility and it shall be entitled to enter into agreements for transfer by way of sale, lease and/or otherwise disposing off the Developer's allocation with Transferees.

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11.15 That if the owners so desires then the Owner's Allocation will also be marketed and sold by the Developer and the owners will pay a fixed 3% of the sale value of their share to **Developer** towards cost of marketing and advertising such as preparing brochure, digital media ads, website, sales office, executives and other forms.

11.16 That this agreement shall be followed up with a supplementary agreement clearly demarcating owners and developer's allocation, within 90 days of sanctioning of the building plan.

12. FINANCIALS

12.1 **Security Deposit:** To secure the due performance to the obligations of the **Developer**, the **Developer** agrees to pay to the Owners, an interest-free refundable security deposit of amount Rs.20,00,000/- (Rupees Twenty Lakhs Only), out of which Rs.10,00,000/- (Rupees Ten Lakhs) only at the time of signing and registration of these presents and the remaining and balance amount of Rs.10,00,000/- (Rupees Ten Lakhs) only after three months from the date of signing these presents..

12.2 **Refund of Security Deposit:** The aforesaid security deposit shall be refunded at the time of handing over of the owner's allocation.

12.3 **Finance:** Either before or after sanction of Building Plans and all other permissions, consents, clearances, registrations and no objections required for commencement of construction, the **Developer**, may at its own risk, cost and liability, arrange for financing of the Project by any Bank(s)/Financial Institution(s) (**Banker**) as home loans advanced to the buyers of the said constructed areas of the said project. Such Finance would be secured by the Transferees. The Developing Owner undertakes to use such amount for the purpose of this Project only.

12.4 The Owners shall handover all the original title deeds with respect to the said property to the Developer and after completion of the entire project, the developer shall handover the same to the society/association formed in the said premises.

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13. TRANSFER OF UNITS

13.1 Transfer of Units: In consideration of the **Developer** constructing the said Project, the Owners through their attorney shall execute deeds of conveyances of their undivided share in the land contained in the Said Property as be attributable to the respective Units in favor of the Transferees thereof, in such part or parts as shall be required by the **Developer**. Such deeds of conveyance relating to any block shall be executed by the Constituted Attorney of the owners.

13.2 Cost of Transfer: The costs of conveyances and the stamp duty and registration fees (including deficit stamp duty and registration fees) and all legal fees and expenses incidental or related thereto shall be borne and paid by the respective Transferees.

13.3 Possession to Transferees: The possession of Units to the Transferees shall be delivered progressively at the end of the Project.

13.4 Brokerage: If the owners's allocation is sold by the developer on behalf of them, they shall pay a fixed (2 or actual) % of the sale value as brokerage to the developer.

14. MUNICIPAL TAXES AND OUTGOINGS

14.1 Municipal Taxes and Outgoings: On and from the date of execution or these presences till the completion of the Project all land revenue and Municipal rates and taxes and outgoings (collectively **Rates**) on the Said Property shall be exclusively borne, paid and discharged by the Developer.

15. POSSESSION AND POST COMPLETION MAINTENANCE

15.1 Notice of Completion: As soon as any phase of the Said Complex is completed and made habitable and tenantable with adequate availability of utilities like electricity, water, sewerage, drainage etc, and Common Portions for proper use, occupation and enjoyment, the Developer shall give a written notice to the Owners. The Owners shall be free to take inspection thereof within 15 (fifteen) days from the date of receiving the

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said notice and shall within 7 days of inspection intimate in writing any defects/deficiencies, if any, which shall be rectified /removed by the Developer.

15.2 Possession Date and Rates: On and from the aforesaid date on which the Developer removes the defects/deficiencies, if any (**Possession Date**), the Parties shall become liable and responsible and/or accountable for the Rates in respect of their respective allocations and the same shall be paid by or adjusted against them respectively and/or by their respective transferees. Since the Project will be constructed in phases, different blocks of the said Complex shall have different possession Dates.

15.3 Maintenance: The Developer shall frame a scheme for the management and administration of the said Complex including the club house and the maintenance shall be handed over to a professional agency or the society and the society shall be responsible for managing the day to day affairs of the society and as well as of swimming pool and club house, the swimming pool and club house shall be operational only by society or the professional agency.

15.4 Maintenance Charge: The Developer shall hand over the management and maintenance of the common portions and services of the Said Complex to a professional agency or society, which shall collect the costs and service charge therefore (**Maintenance Charge**). It is clarified that the Maintenance Charge shall include premium for the insurance of the Said Complex, water, electricity, sanitation and scavenging charges and also occasional repair and renewal charges for all common wiring, pipes, electrical and mechanical equipment and other installations, appliances and equipment. The Owners hereby consent not to claim any cut or commission or share of such premium raised by the respective management agency. Further the Owners' shall be liable to pay the monthly/yearly maintenance charges of their allocation area both residential at the rates for the maintenance charges determined for the residential area by the Developer here of or by the maintenance authority.

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15.5 Interest Free Maintenance Charge for one year to be paid by all the buyers and flat owners and the said Corpus is to be collected and handed over to the society for its maintenance or any other requirement for the betterment of the society.

16. OBLIGATIONS OF DEVELOPER

16.1 Completion of Development within Completion Time: The Developer shall except in case of force majeure complete the entire process of development of the said Property within the completion time unless extended in writing by the Owners.

16.2 Meaning of Completion: The word 'completion' and its grammatical variants shall mean habitable and tenantable state with adequate water supply, Sewage connection, electrical installation and all other facilities and amenities as be required to be provided to make the Units ready-for-use and occupation.

16.3 Compliance with Laws: The execution of the Project shall be in conformity with the prevailing laws, rules and bye-laws of all concerned authorities and State Government/Central Government bodies and it shall be the absolute responsibility of the Developer to ensure proper compliance.

16.4 Planning, Designing and Development: The Developer shall be responsible for planning, designing and development of the Said Complex with the help of the Architects, professional bodies, contractors, etc. The Owners shall, however, be consulted and kept informed from time to time.

16.5 Specifications: The Developer shall use standard quality building materials as is provided in multistoried residential/commercial buildings as per the specifications mentioned in the **THIRD SCHEDULE** mentioned hereunder but it is clearly understood by the Parties that the specifications of all the Units shall be identical.

16.6 Commencement of the Project: The development of the Said property shall commence as per the specifications, building plans,

schemes, rules, regulations, bye-laws and approvals of the planning authorities, at the cost, risk and responsibility of the Developer, the Owners having no responsibility in respect (hereof in any manner whatsoever).

16.7 Strict Adherence by Developer: The Developer has assured the Owners that it shall implement the terms and conditions of this Agreement strictly without any violation and shall adhere to the stipulations of time limits without default in terms of this Agreement.

16.8 Construction at Developer's Risk and Cost: The Developer shall construct the Said Complex at its own cost, risk and responsibility.

16.9 Tax Liabilities: All Tax liabilities in relation to the Developers Allocation only and security deposit paid in this agreement shall be borne by the Developer.

16.10 Permission for Construction: It shall be the responsibility of the Developer to obtain all permissions required from various Government authorities for sanction of the Building Plans and permission to execute the Project, However, the Owners will extend their co-operation to enable the Developer in obtaining the above mentioned permissions and clearances, The expenses to be incurred for obtaining all such sanctions and permissions shall (unless otherwise provided for in this Agreement) be borne by the Developer.

16.11 No Assignment: The Developer hereby agrees and covenants with the Owners not to transfer and/or assign this Agreement.

16.12 No Violation of Law: The Developer hereby agrees and covenants with the Owners not to violate or contravene any of the provisions of the rules applicable to construction of the Said Complex.

16.13 No Obstruction in Dealing with Owners' Entitlements: The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying the benefits and advantages of the Owners entitlements.

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16.14 Allocation and Distribution of the Owners area: It is agreed in between the owners and Developers, that after the sanctioning of the building plan the owners' area and the developer's area will be marked and distributed and the same shall be scribed in the Development Agreement which shall be registered before the appropriate authorities.

17. CORPORATE WARRANTIES

17.1 By Developer: The Developer warrants to the Owners that:

17.1.1 Proper Incorporation: it is properly incorporated under the laws of India.

17.1.2 Right Power and Capacity: it has the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, is not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.1.3 Permitted by Memorandum and Articles of Association: the Memorandum and Articles of Association permit the Developer to undertake the activities covered by this Agreement.

17.1.4 Board Authorization: The Board of Directors of the Developer has authorized the signatory to sign and execute this Agreement.

17.1.5 By Owners: The Owners warrant, represent and undertake to the Developer that:

17.2.1 Right Power and Capacity: they have the right, power and capacity to enter into this Agreement and to perform the obligations hereunder and in so doing, are not in breach of any obligations nor duties owed to any third parties and will not be so as a result of performing its obligations under this Agreement.

17.2.2 Warranties Independent: Each of the warranties, covenants, indemnities and undertaking set out in this Agreement is separate and independent.

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17.2.3 OWNER'S INDEMNITY:

a) The owners hereby undertake, assures to indemnify the developer that they shall not cause unnecessary interferences in development and shall render all its cooperation and assistance as and when required by the developer.

b) The owners hereby undertake to keep the developer indemnified against all third-party claims and actions against the land mentioned in Schedule hereunder.

c) The owners shall take all responsibility and endeavors to sort out any kind of land disputes in respects of title and possession which may arise in future with their own cost and consequences. The developers shall have no liability and/or responsibility of the same in any manner whatsoever.

d) The owner indemnifies that the Developer shall enjoy the sale proceeds of the constructed area of the building within their allocated area i.e., Developer's Allocation as mentioned herein

e) The owner hereby declares and affirm that the Developer shall enjoy the sale proceeds thereof in the proposed building for which they or their future legal heirs shall never have any claim and demand at any time and we shall never revoke the said registered General Power of Attorney till the date of completion of registration of the entire constructed area.

f) The owner hereby undertakes and assures that we shall not cause unnecessary interferences in development and shall render all our cooperation and assistance as and when required by the developer.

g) The owner undertakes to keep the developer indemnified against all third-party claims and actions against the land mentioned in Schedule hereunder.

h) The owner undertakes to compensate the developer adequately for all liabilities and investments vested by them in case the project is cancelled or stalled due to defect in title of land.

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I) The owner takes all responsibility and endeavors to sort out any kind of land disputes in respects of title and possession which may arise in future with our own cost and at our consequences. The developers shall have no liability and/or responsibility of the same in any manner whatsoever.

17.2.4 DEVELOPER'S INDEMNITY:

a) The Developer hereby undertake, assures to indemnify the owner that the Developer shall be responsible for all the construction related matters and shall construct the buildings as per the sanctioned building plans by the appropriate authorities and in the event of any violation of the building plans and the authorities undertake any actions for such violations, the developer shall be solely responsible for such acts and shall be responsible for indemnifying the owners of the land from any loss.

b) The developer hereby undertake to keep the owner indemnified against all third-party claims and actions and for any violation of the building norms, safety guidelines of the workers, masons, plumbers, painters, engineers etc and in the event of any mishap or accident the developer shall be responsible to settle all such issues and the land owner stands fully indemnified from such acts.

18. LIMITATION OF LIABILITY

18.1 **No Indirect Loss:** Notwithstanding anything to the contrary herein, neither the Developer nor the Owners shall be liable in any circumstances whatsoever to each other for any indirect loss the suffered or incurred.

✓ 18.2 The Developer shall not be liable and responsible if any defect in the title of the land is found, and the owners shall be solely responsible for the same. The owners shall indemnify the developer with regard to any defect or dispute with regard to the title of the land and deeds.

Kabita Kundu

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Jayshree Developers

Partner

19. MISCELLANEOUS

19.1 Parties Acting under Legal Advice: Each party has taken and shall take its own legal advice with regard to this agreement and all acts done in pursuance hereof and the other party shall not be responsible for the same.

19.2 Essence of the Contract: The Owners and the Developer expressly agree that the mutual covenants and promises contained in this Agreement shall be the essence of this contract.

19.3 Documentation: The Developer shall be responsible for meeting all costs and expenses towards execution and registration of any document for giving effect to all or any of the terms and conditions set out in this Agreement, The Owners shall however pay legal fees and other professional charges for its own advice/opinion.

19.4 No Implied Waiver: Failure or delay by either party to enforce any rights under this Agreement shall not deemed to an implied waiver of any such rights.

19.5 Further Acts: The Parties shall do all further acts, deeds and things as may be necessary to give complete and meaningful effect to this Agreement.

19.6 Name of Said Complex: The name of the Said Complex shall be decided by the Developer.

20. TERMINATION & FORFEITURE

20.1 No Cancellation: Unless otherwise specifically provided in this agreement none of the Parties shall be entitled to cancel or rescind this agreement without recourse to arbitration. In the event of any default on the part of either party, the other Party shall be entitled to claim specific performance of this agreement and also for damages and the Parties agree that the Arbitration Tribunal shall be empowered to award specific

performance or cancellation of this Agreement and additionally also to award damages and other such reliefs.

21.FORCE MAJEURE

21.1 Meaning: Force Majeure shall mean and include an event preventing either Party from performing any or all of its obligations under this Agreement, which arises from, or is attributable to unforeseen occurrences, acts, pandemic, lockdown, events, omissions or accidents which are beyond the control of the Party so prevented and does not arise out of a breach or default by such Party of any of its obligations under this Agreement, including, without limitation, any abnormally inclement weather, flood, lightening, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic or oilier natural physical disaster, failure or shortage of power supply, war, military operations, riot, crowd disorder, terrorist action and civil commotion strike, lock-outs, labor unrest or other industrial action, non-availability of construction material, Labor, hike in prices of construction material and any legislation, regulation, ruling or any relevant Government or Court orders.

21.2 Saving Due to Force Majeure: If either Party is delayed in or prevented from performing any of its obligations under this Agreement by any event of force majeure, that Party shall inform the other Party in writing within 14 (fourteen) days of the commencement of the event of force majeure specifying the nature and extent of the circumstances giving rise or the event/s of force majeure, Subject to written notification as above, neither Party shall be deemed to have defaulted in the performance of its contractual obligations whilst the performance thereof is prevented by force majeure and the time limits laid down in this Agreement for the performance of such obligations shall be extended accordingly upon occurrence and cessation of any event constituting force majeure.

21.3 Reasonable Endeavors: The Party claiming to be prevented of delayed in the performance of any of its obligations under this Agreement by reason of an event of force majeure shall use all reasonable endeavors to bring the event of force majeure to a close or to find a solution by which

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this Agreement may be performed despite the continuance of the event of Force Majeure.

Jayshree Developers

Jayshree
Partner

22. CONFIDENTIALITY

22.1 Confidential Information: Confidential Information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the businesses thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by or disclosed to the other Party pursuant to this Agreement but excluding anything which known/available in the public domain (**Confidential Information**).

22.2 Handling of Confidential Information: In consideration of Confidential Information of each Party (**Disclosing Party**) being made available to the other Party (**Receiving Party**) under this AGREEMENT, the Receiving Party shall at all times:

22.2.1 Secrecy: treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.

22.2.2 No Misuse: not to use any such Confidential Information other than for the purpose of performing its obligations under this Agreement and in particular, not to use or seek to use such Confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the Disclosing Party.

22.2.3 No Third-Party Disclosure: not to disclose such confidential information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party provided that no consent shall be required for any disclosure to third parties for the purpose of compliance with law and/or for implementation of this Agreement.

h **22.2.4 No Copying:** not to make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or

Kabita Kundu

Kabita Kundu

Soujoy Kundu

Jayshree Developers

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Partner

recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

22.2.5 Acting on Instruction of Disclosing Party: upon written request by the Disclosing Party, promptly deliver to the Disclosing Party or at the direction of the Disclosing Party, destroy all materials containing any such Confidential information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

23. ENTIRE AGREEMENT

23.1 Supersession: This Agreement constitutes the entire Agreement between the Parties and revokes and supersedes all previous discussions/correspondence and Agreements between the Parties, oral or implied.

24. SEVERANCE:

24.1 Partial Invalidity: if any provision of this Agreement or the application thereof to any circumstance shall be found by any court or administrative body of competent jurisdiction to be invalid, void or unenforceable to any extent, such invalidity or unenforceability shall not affect the other provisions of this Agreement and the remainder of this Agreement and the application of such provision to circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

24.2 Deletion of Invalid Provision: If any provision of this Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification/s as may be necessary to make it valid and enforceable.

24.3 Reasonable Endeavour for Substitution: The Parties agree, in the circumstances referred above, to use all reasonable endeavors to

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substitute for any invalid or unenforceable provision a valid or enforceable provision, which achieves, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision. The obligations of the Parties (if any) under any invalid or unenforceable provision of this Agreement shall be suspended whilst an attempt at such substitution is made.

25. RESERVATION OF RIGHTS

25.1 Right to Waive: Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by such Party.

25.2 Forbearance: No forbearance, indulgence or relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.

25.3 No Waiver: Any waiver or acquiescence by any Party of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence to or recognition of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

25.4 No Continuing Waiver: A waiver on occasion shall not be deemed to be waiver of the same or any other breach or non-fulfillment on a future occasion. No omission or delay on the part of either Party to require due and punctual performance of any obligation by the other Party shall constitute a waiver of such obligation of the other Party or the due and punctual performance thereof by such other Party and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other (similar or otherwise) obligations hereunder or as a waiver of any right or remedy that such party may otherwise have in law or in equity.

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26. AMENDMENT /MODIFICATION

26.1 Express Documentation: No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by both the parties and expressly referring to the relevant provision of this agreement.

27. NOTICE:

27.1 Mode of Service: Any notice or other written communication given under or in connection with this Agreement may be delivered personally, or by facsimile transmission, or sent by prepaid recorded delivers, or registered post with acknowledgement due to the proper address and for that attention of the relevant Party (or such other address as is otherwise notified in writing by each Party from time to time). The Owners shall address all such notices and other written communications to the Director of the Developer and the Developer shall address all such notices and other written communications to the partners of the Owners.

27.2 Time of Service: Any such notice or other written communication shall be deemed to have been served:

27.2.1 Personal Delivery: if delivered personally, at the time of delivery.

27.2.2 Registered Post: if sent by prepaid recorded delivery or registered post on the 4th day or handing over the same to the postal authorities/service provider.

27.2.3 Proof of Service: In proving such service it shall be sufficient to prove that personal delivery was made by producing the acknowledgement of receipt, or in the case of prepaid recorded delivery or registered post, that such notice or other written communication was properly addressed and delivered to the postal authorities.

27.3 Electronic Mail: Any notice sent by way of electronic mail (e-mail) shall be considered not to have been served, unless duly confirmed by the recipient by email or any other form of communication.

To Owners : skundu444@gmail.com
To Developer : developersjayshree@gmail.com

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28. ARBITRATION

28.1 Disputes and Pre-referral Efforts: The Parties shall attempt to settle any disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively Disputes), by way of negotiation. To this end, each of the Parties shall use its reasonable endeavors to consult or negotiate with the other Party in good faith and in recognizing the Parties' mutual interests and attempt to reach a just and equitable settlement satisfactory to both Parties.

28.2 Referral to Arbitration: If the Parties have not settled the Disputes by negotiation within 30 (thirty) days from the date on which negotiations are initiated, the Disputes shall be referred to and finally resolved by arbitration by an Arbitration Tribunal formed in the manner given below, in terms of the Arbitration and Conciliation Act, 1996 and any enactment and/or modification thereto.

28.3 Arbitration Tribunal: The Parties irrevocably agree that the Arbitration Tribunal shall consist, of the following three Arbitrators:

28.3.1 Appointment by Owners: 1 (one) Arbitrator to be appointed jointly by the Owners.

28.3.2 Appointment by Developer; 1 (one) Arbitrator to be appointed by the Developer.

28.3.3 Chairman: The Chairman of the Arbitration Tribunal to be jointly appointed by the above 2 (two) Arbitrators.

28.4 Place: The place of arbitration shall be Siliguri only.

28.4.1 Language: The language of the arbitration shall be English.

Jayshree Developers
Partner

Kabita Kundu

Kabita Kundu

Subjit Kundu

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Jayshree Developers

Partner

28.4.2 Interim Directions: The Arbitration Tribunal shall be entitled to give interim awards/directions regarding the Disputes.

28.4.3 Procedure: The Arbitration Tribunal shall be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The arbitration shall otherwise be carried out in terms of and in accordance with the Arbitration and Conciliation Act, 1996 with modifications made from time to time and the provisions of the said Act shall apply to the arbitration proceedings.

28.4.4 Binding Nature: The directions and interim/final award of the Arbitration Tribunal shall be binding on the Parties.

29. JURISDICTION

29.1 Court: In connection with the aforesaid arbitration proceedings, the Hon'ble High Court at Calcutta only shall have jurisdiction to receive, entertain, try and determine all actions and proceedings.

30. RULES OF INTERPRETATION

30.1 Presumptions Rebutted: It is agreed that all presumptions which may arise in law at variance with the express provisions of this Agreement stand rebutted and that no presumptions shall arise adverse to the right, title and interest of Parties to the Said Property.

30.2 Statutes: In this Agreement, any reference to a statute, statutory provision or subordinate legislation shall be construed as referring to that statute, statutory provision or subordinate legislation as amended, modified, consolidated, re-enacted or replaced and in force from time to time, whether before or after the date of this Agreement and shall also be construed as referring to any previous statute, statutory provision or subordinate legislation amended, modified, consolidated, re-enacted or replaced by such statute, statutory provision or subordinate legislation. Any reference to a statutory provision shall be construed as including references to all statutory instruments, orders, regulations or other subordinate legislation made pursuant to that statutory provision.

Kabita Kundu

Kabita Kundu

Subjit Kundu

Jayshree Developers
Partner

30.3 **Number:** In this Agreement, any reference to singular includes plural and vice-versa.

30.4 **Gender:** In this Agreement, words denoting any gender including all other genders.

30.5 **Party:** In this Agreement, any reference to a Party is all the parties to this Agreement.

30.6 **Clause or Paragraph:** In this Agreement, any reference to a clause or paragraph or schedule (other than to a schedule to a statutory provision) is a reference to a clause or paragraph or schedule (as the case may be) of this Agreement and the schedules form a part of and are deemed to be incorporated in this Agreement.

30.7 **Including:** In this Agreement, any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words proceeding those terms.

30.8 **Headings;** In this Agreement, the headings are inserted for convenience of reference only and are not intended to impact the interpretation or meaning of any clause and shall consequently not affect the of this Agreement.

**FIRST SCHEDULE AS REFERRED TO ABOVE
(Said Property)**

ALL THAT the plots of land measuring about 38.36 decimals appertaining to **R.S. Plot No. 554** Corresponding to **L.R. Plot No. 30, 31, 32, 34** of Mouza **DABGRAM** of **Sheet no. 8(R.S), 44(LR)** recorded in the **R.S. Khatian No. 711/2(K)(R.S.) 378, 379, 380 (L.R)** under the **BHAKTINAGAR** Police Station in the District of **JALPAIGURI** delineated on the Plan annexed hereto and bordered in color Red thereon together with all easement rights and all other rights, appurtenances and inheritances for access and user thereof and butted and bounded as follows:

KALACHAND

Kabita Kundu

Subjit Kundu

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Jayshree Developers
Partner
Chandana

ON THE NORTH : LAND OF HARISH AGARWAK & PUSHPA SUBBA

ON THE SOUTH : 5.7-METRE-WIDE ROAD,

ON THE EAST : LAND OF SARJU SHARMA, RANJITA SHARAM & MINA KURMI,

ON THE WEST : 8-METRE-WIDE ROAD

Road Zone:- Jyoti Nagar, Ward No. 41

SECOND SCHEDULE AS REFERRED TO ABOVE

(Devolution of Title)

WHEREAS one **KALA CHAND KUNDU** purchased land measuring 8.5 Decimal appertaining to R.S. Plot No. 554 of Sheet No. 8 recorded in Khatian No. 711/2(K) of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance duly executed by **BHULI KURMI** duly registered in the Office of the District Sub - Registrar, Jalpaiguri recorded in the Book No. I, Document No. 500 for the year 1988.

AND WHEREAS one **KABITA KUNDU** purchased land measuring 15 Katha 7 Chattak 27 Square Feet appertaining to R.S. Plot No. 554 of Sheet No. 8 recorded in Khatian No. 711/2(K) of Mouza - Dabgram in the District of Jalpaiguri by virtue of the following five separate Deeds of Conveyances: -

- a. Land Measuring 5 Katha by virtue of a Deed of Conveyance duly executed by **BHULI KURMI and SEVEN OTHERS** duly registered in the Office of the District Sub - Registrar, Jalpaiguri recorded in the Book No. I, Document No. 3460 for the year 1990.
- b. Land Measuring 2 Katha by virtue of a Deed of Conveyance duly executed by **BUNCH DEVI** duly registered in the Office of the Additional District Sub - Registrar, Rajganj recorded in the Book No. I, Document No. 4066 for the year 2011.

Kabita Kundu

Kabita Kundu

Subhajit Kundu

Jayshree Developers

Partner

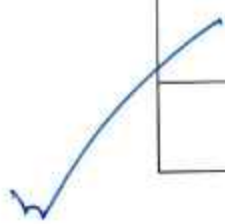
c. Land Measuring 4 Katha 9 Chattak 27 Square Feet by virtue of a Deed of Conveyance duly executed by **KABITA KURMI and THREE OTHERS** duly registered in the Office of the District Sub - Registrar, Jalpaiguri recorded in the Book No. I, Document No. 3085 for the year 2004.

d. Land Measuring 3 Katha 14 Chattak by virtue of a Deed of Conveyance duly executed by **BHULI KURMI** duly registered in the Office of the District Sub - Registrar, Jalpaiguri recorded in the Book No. I, Document No. 4231 for the year 1986.

AND WHEREAS one **SUBHAJIT KUNDU** purchased land measuring 2 Katha 13 Chattak 25 Square Feet appertaining to R.S. Plot No. 554 of Sheet No. 8 recorded in Khatian No. 711/2(K) of Mouza - Dabgram in the District of Jalpaiguri by virtue of a Deed of Conveyance duly executed by **KABITA KURMI and THREE OTHERS** duly registered in the Office of the District Sub - Registrar, Jalpaiguri recorded in the Book No. I, Document No. 3086 for the year 2004.

AND WHEREAS the above named **KALA CHAND KUNDU, KABITA KUNDU and SUBHAJIT KUNDU** possessing the aforesaid land prayed for the mutation of the aforesaid land in their respective names with the office of the B.L.&L.R.O, Rajganj and the said office after verification of all the documents duly mutated the aforesaid land in their respective names and opened up the following three separate L.R. Khatains:-

NAME	L.R. KHATIAN NO.
KALA CHAND KUNDU	379
KABITA KUNDU	380
SUBHAJIT KUNDU	378



Kabita Kundu
Kabita Kundu
Subojit Kundu

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THIRD SCHEDULE AS REFERRED TO ABOVE

(Specifications)

SPECIFICATION OF CONSTRUCTION

Jayshree Developers
Partner

ITEM NO.	DESCRIPTION OF ITEM
1.	Survey & Field preparation cost to get the site in working condition, Cost of surveyor to provide the block layouts, pile points, and any other layouts required for construction from time to time during the construction stage.
2.	Labour for cutting Jungles whenever and wherever required during the construction stage. Cleaning the site, removing all debris. The tools, machinery, equipments & plants required for removing the same from site as directed and required.
3.	Compound excavation and filing by labour/machinery/tools/equipments with excavated earth/fly ash as required. Watering & compacting the same with road roller.
4.	Fees of Architects, Electrical Consultants, Sanitary/Plumbing Consultants, Fire Consultants, Structural Consultant (Including Service Tax).
5.	<u>Flooring, Platforms, Counters and Wall Tiles (Somany/Johnson or any other equivalent product):</u> Bedrooms: Quality Vitrified Tiles 2x2. Living/Dining: Quality Vitrified tiles 2x2. Balcony with open private terrace: Quality Ceramic Anti-skid tiles. Staircase/Service Area: Quality Kota Stone or VDF flooring. Beautiful Entrance Ground Floor Lobbies: Designed with vitrified tiles and furniture. Kitchen: Quality Ceramic Tiles 12" * 18" or 12" * 24". Kitchen Platforms: Granite platform with honed edged with stainless steel sink. Kitchen Dado: Dado of ceramic tiles up to 2 ft. above the counter/platform. Toilets: Premium quality Anti-skid ceramic tiles in flooring. Toilet Walls: Premium quality Ceramic tiles on the walls up to 7 ft. height from tile flooring. Car Parking Flooring: Paver Anti-Skid Tiles.

6.	<u>Doors, Windows & Railings:</u> Door Frame made of seasoned and treated wood. Main Door Wooden Panel Door/ Flush Door. Internal Doors Solid core flush doors with locks. Windows Fully glazed powder coated windows. MS railing.
7.	<u>Electrical Internal & External:</u> Split AC points in living, dining with connection to AC ledges. Connection to AC ledges. Provision for Cable TV + Broadband wiring in living/dining. Sufficient 16Amp & 6 Amp Elect points in all bedrooms, living/dining, Kitchen, Toilets. Concealed copper wiring with Central MCB of reputed brands. Doorbell point at the main entrance door. Modular switches of reputed brand. Overhead illumination for compound and street lighting. Ample illumination in all lobbies, staircases & common areas. Electrical point for Refrigerator, water purifier, chimney/exhaust fan in kitchens. Electrical Point for geyser & exhaust fan in toilets.
8.	Water Proofing (Toilet, Roof, lift/UGR/OHR pits and any other place required).
9.	P.O.P/wall putty on all walls and ceilings.
10.	Lifts as per plan.
11.	Sanitary & plumbing materials (including fittings) (<u>Jaguar, hindware, Cera or any other equivalent product</u>): Premium Quality Sanitary Fittings Premium Quality CP fittings Plumbing Provision for Hot/Cold water Line Provision for exhaust in all toilets
12.	Boundary Wall, Gate etc.
13.	Printing & Painting in common areas, such as stair cases, lobby etc.
14.	Overhead reservoirs, underground reservoirs, fire tanks as planned and wherever required as per norms & sufficient pumps to provide uninterrupted supply of water supply throughout the complex.

15.	Tube wells (As required for sufficient water supply to the whole project).
16.	Internal Roads, Driveways & Premium quality Landscaping throughout the project as planned and shown in various presentations of the project. The load bearing capacity of internal roads and driveways should be as per IS code and as per municipal norms.
17.	Kitchen platform and fittings.
18.	Recharge Pits. Fire Suppression works. Complete firefighting systems as per government norms.
19.	Outside paint: non-fading high quality textured exterior paint, tile cladding or other decorative items as required etc.
20.	Technical supervision + administrative staff salaries.
21.	Drain The Project shall be completed in a complete ready to move in condition.

31. Execution and Delivery

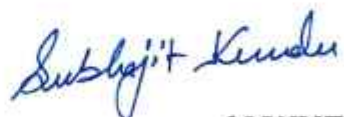
31.1 IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE MENTION.

Witnesses:

1. 
 Jhanu Biswas
 S/o - R. Biswas
 Sevoke Road, Seleguri-01
 Darjeeling, West Bengal



Kabita Kundu



(OWNERS)

2. Ankit Agarwal
 S/o Lalit K. Agarwal
 Siliguri

Jayshree Developers



(DEVELOPER)

Drafted by me and printed at my office,


 JUGAL SANGHAI
 ADVOCATE/SILIGURI
 Reg. No. WB/306/2011

RECEIPT AND MEMO OF CONSIDERATION

Received from the within named Developer the within mentioned sum of Rs.10,00,000/- (Rupees Ten Lakh only) as Refundable security deposit in terms of Clause 12.1 of this Agreement in the following manner.

DATE	BANK	INSTRUMENT NO.	AMOUNT
30/3/2023.	HDFC BANK	000001	4,00,000.00
"	"	000002	2,00,000.00
"	"	000003	4,00,000.00

Kala Chandra
 Kabita Kundu
 Sudhaji Kundu
 (Owners)

Jayshree Developers

Chandra Chandra
 Partner

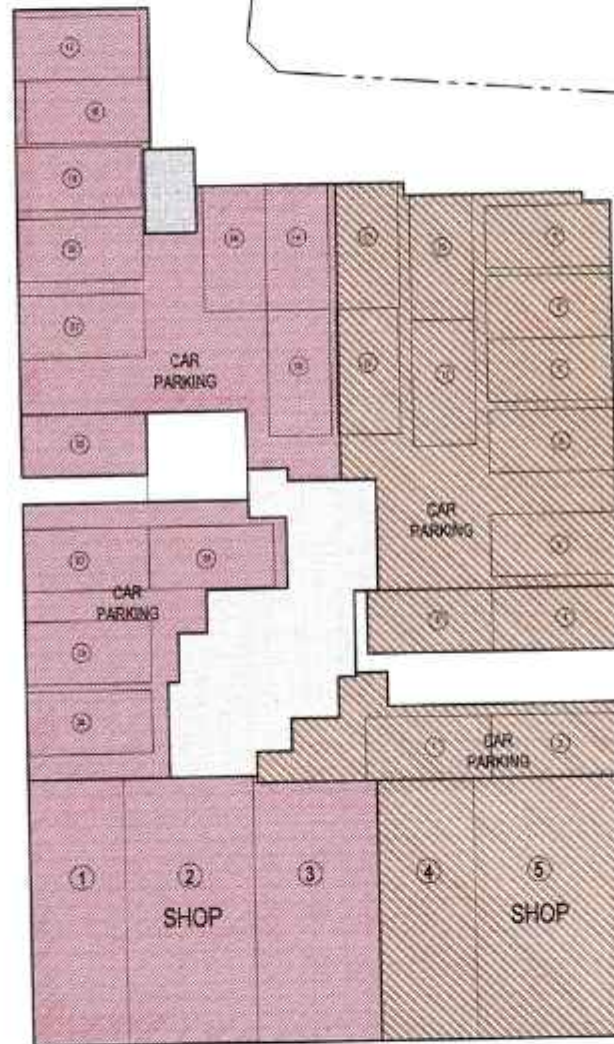
Witnesses:

Pradeep
 Shankar Kumar
 S/O - R. Pradeep
 Serok Road, Belgaum
 Dargaching, West Bengal



LEGENDS :-

KALACHAND KUNDU & OTHERS	
JAYSHREE DEVELOPERS	
COMMON AREA	



ENTRY/EXIT
4.00 M WIDE
& 5.5 M HEIGHT
GATE

5.60 M (AVG) WIDE ROAD

ENTRY/EXIT
4 M WIDE GATE

7.61 M (AVG) WIDE ROAD

GROUND FLOOR PLAN

Jayshree Developers

Chang Gang
Partner

PROPOSED G+IV STORED
RESIDENTIAL CUM COMMERCIAL
BUILDING AT, SILIGURI

GROUND FLOOR PLAN

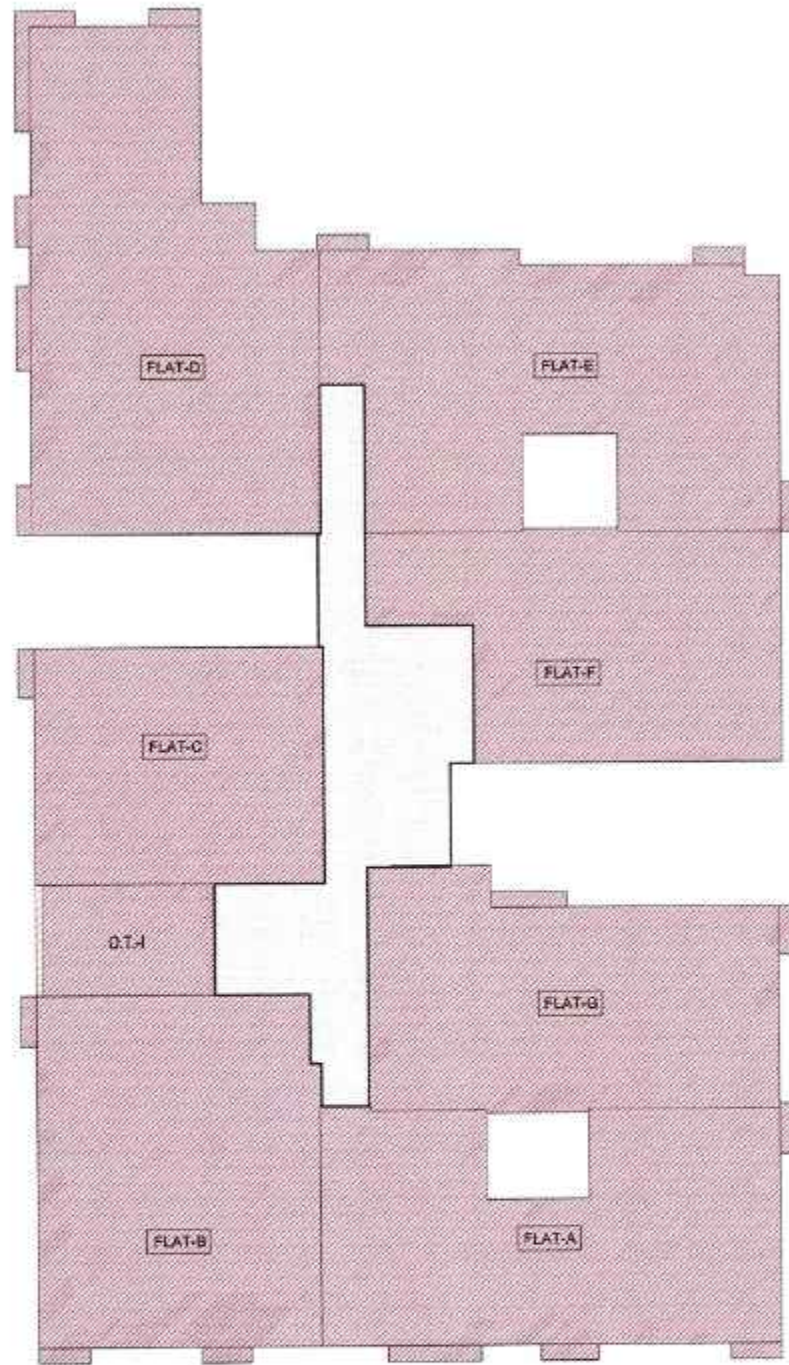
DATE:
29.03.2023

SCALE:
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ARCHITECT:

ACRE ARCHITECTS
HOWRAH | KOLKATA | SILIGURI

A C R



1ST FLOOR PLAN

LEGENDS :-

KALACHAND KUNDU & OTHERS



COMMON AREA



Jayshree Developers

Carang Gohel
Partner

PROPOSED G+IV STORED
RESIDENTIAL CUM COMMERCIAL
BUILDING AT, SILIGURI

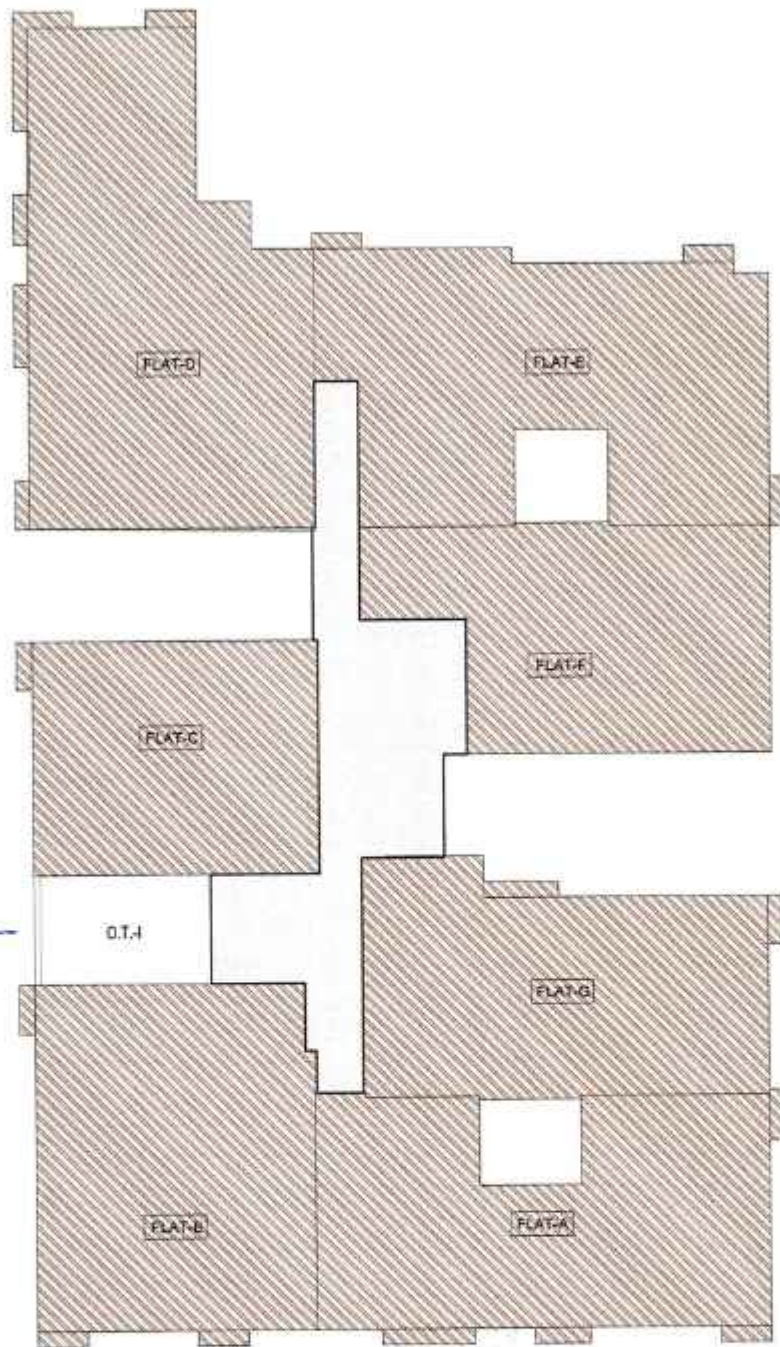
1ST FLOOR PLAN

DATE:
29.03.2023

SCALE:
1:100

ARCHITECT:
ACRE ARCHITECTS
HOWRAH | KOLKATA | SILIGURI

ACRE



Handwritten notes:
Kasachand
Kabita Kundu
Subjoyit Kundu

2ND FLOOR PLAN

LEGENDS :-

JAYSHREE DEVELOPERS	
COMMON AREA	

Jayshree Developers
Signature
Partner

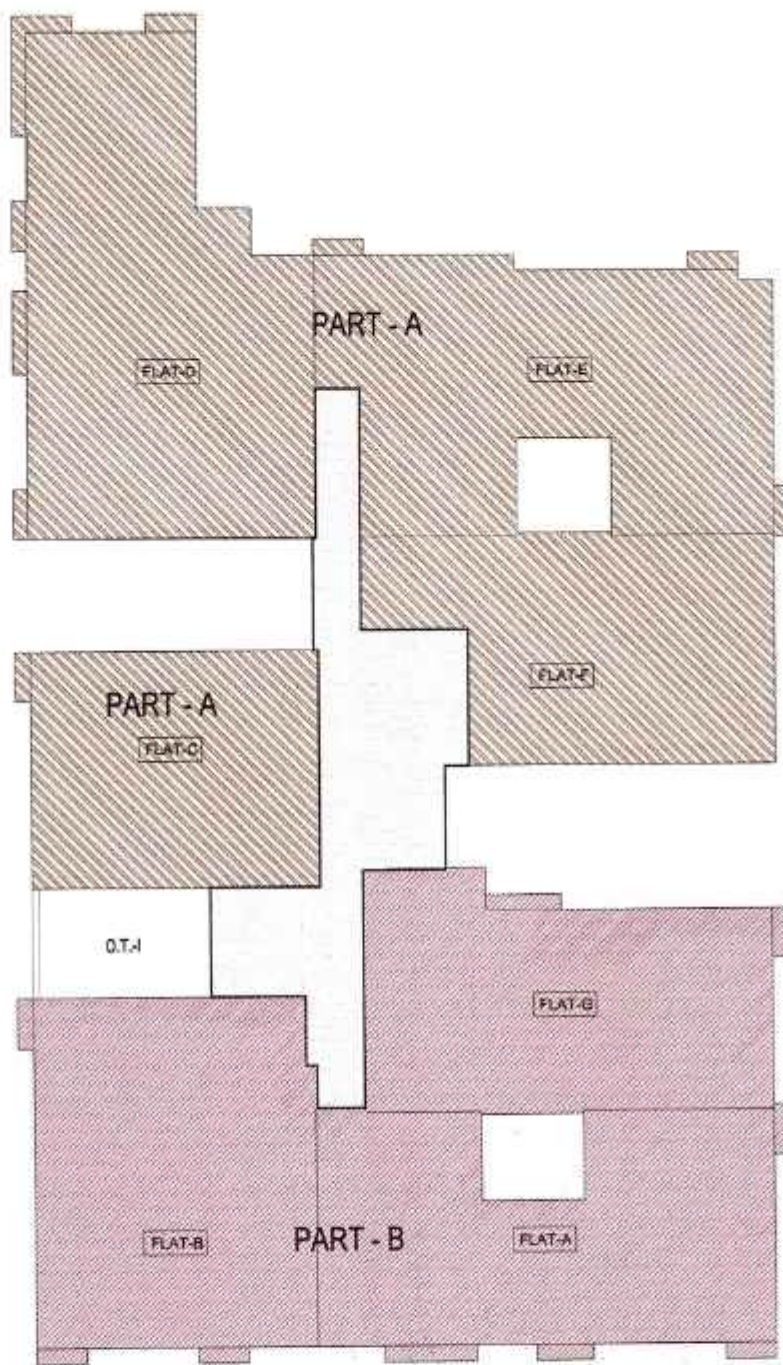
PROPOSED G+IV STORIED
RESIDENTIAL CUM COMMERCIAL
BUILDING AT, SILIGURI

2ND FLOOR PLAN

DATE:
29.03.2023

SCALE:
1:100

ARCHITECT:
ACRE ARCHITECTS
HOWRAH | KOLKATA | SILIGURI



3RD FLOOR PLAN

LEGENDS :-

KALACHAND KUNDU & OTHERS	
JAYSHREE DEVELOPERS	
COMMON AREA	

Jayshree Developers

Chandra Gohil
Partner

PROPOSED G+IV STORIED
RESIDENTIAL CUM COMMERCIAL
BUILDING AT, SILIGURI

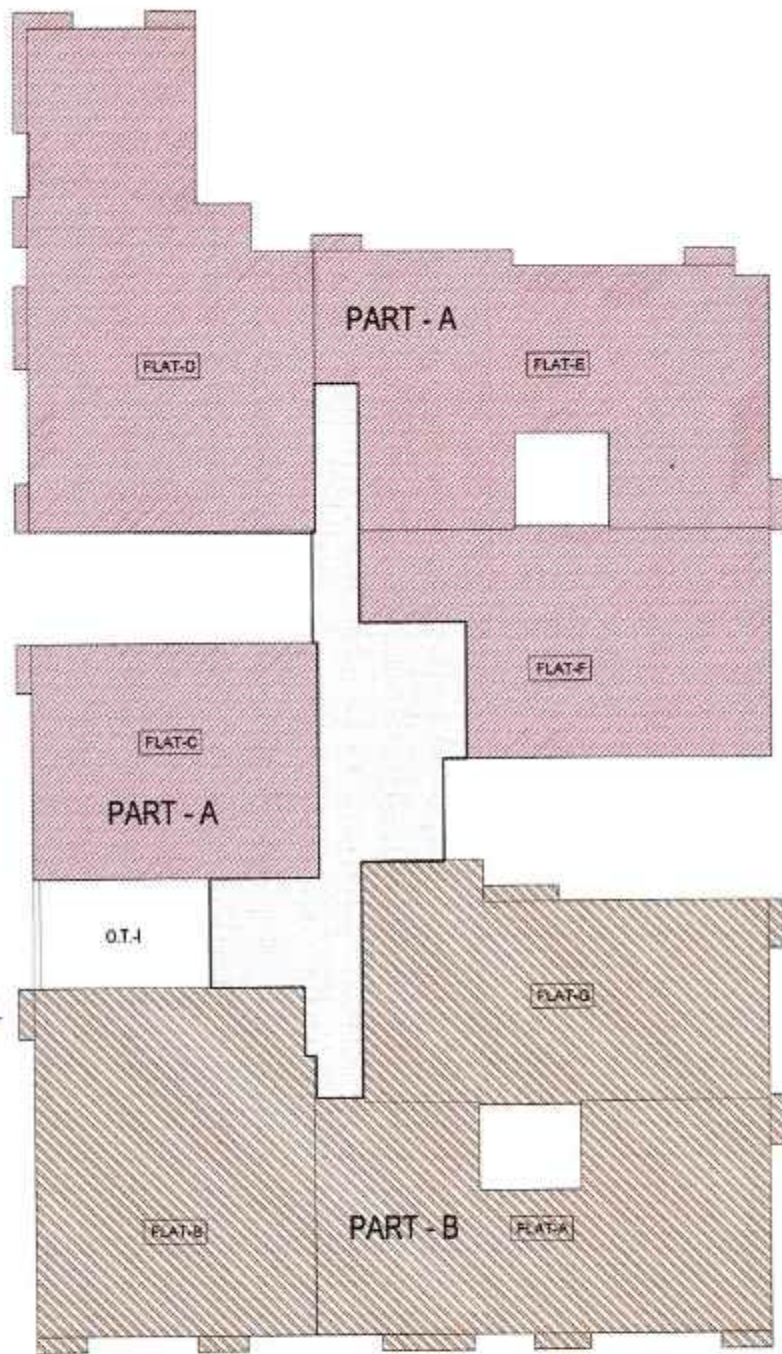
3RD FLOOR PLAN

DATE:
29.03.2023

SCALE:
1:100

ARCHITECT:
ACRE ARCHITECTS
HOWRAH | KOLKATA | SILIGURI

ACRE



4TH FLOOR PLAN

LEGENDS :-

KALACHAND KUNDU & OTHERS	
JAYSHREE DEVELOPERS	
COMMON AREA	

Jayshree Developers

Chandrabhaskar Kundu
Partner

PROPOSED G+IV STORIED
RESIDENTIAL CUM COMMERCIAL
BUILDING AT, SILIGURI

4TH FLOOR PLAN

DATE:
29.03.2023

SCALE:
1:100

ARCHITECT:
ACRE ARCHITECTS
HOWRAH | KOLIKATA | SILIGURI

A C R

CLAIMANT SHEET

 <i>Kala Chand Kundu</i>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

✓

Kala Chand Kundu
 Signature with date
 KALA CHAND KUNDU

 <i>Kabita Kundu</i>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

✓

Kabita Kundu
 Signature with date
 KABITA KUNDU

 <i>Subhajit Kundu</i>		Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
	Left Hand					
	Right Hand					

✓

Subhajit Kundu
 Signature with date
 SUBHAJIT KUNDU

FINGER IMPRESSION



LEFT

RIGHT

THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

Jayshree Developers
Chandra Chandra
 Partner

SIGN.

TARANGI GIARDI

PHOTO
 (Sign across
 the photo but
 do not sign
 over the
 face)

LEFT

RIGHT

THUMB	FORE FINGER	MIDDLE FINGER	RING FINGER	LITTLE FINGER

SIGN.

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Signature of the Identifier
(Jhantu Biswas)





Government of West Bengal

Department of Finance (Revenue) , Directorate of Registration and Stamp Revenue

OFFICE OF THE A.D.S.R. BHAKTINAGAR, District Name : Jalpaiguri

Signature / LTI Sheet of Query No/Year 07112000843355/2023

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
1	Mr KALA CHAND KUNDU , Bidhan Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			Kalachand 30/08/23
2	Mrs KABITA RANI KUNDU Alias Mrs KABITA KUNDU , Bidhan Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			Kabita Kundu 30/08/23
3	Mr SUBHAJIT KUNDU , Bidhan Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:- Darjeeling, West Bengal, India, PIN:- 734001	Land Lord			Subjit Kundu 30/08/23

I. Signature of the Person(s) admitting the Execution at Private Residence.

SI No.	Name of the Executant	Category	Photo	Finger Print	Signature with date
4	Mr TARANG GARG RAJA GARDEN, RAMESH NAGAR, NEAR BALI NAGAGR, City:- , P.O:- DELHI, P.S:-RAJOURI GARDEN, District:-West, Delhi, India, PIN:- 110015	Represent ative of Developer [JAYSHR EE DEVELOP ERS]			Jayshree Developers Partner 30/03/23
SI No.	Name and Address of identifier	Identifier of	Photo	Finger Print	Signature with date
1	Mr Jhantu Biswas Son of Mr R Biswas Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001	Mr KALA CHAND KUNDI KABITA RANI KUNDU, M SUBHAJIT KUNDU, Mr T GARG			 30/03/23

(Biswarup Goswami)
ADDITIONAL DISTRICT
SUB-REGISTRAR
OFFICE OF THE A.D.S.R.
BHAKTINAGAR
Jalpaiguri, West Bengal

Major Information of the Deed

Deed No :	I-0711-02351/2023	Date of Registration	31/03/2023
Query No / Year	0711-2000843355/2023	Office where deed is registered	
Query Date	30/03/2023 11:42:03 AM	A.D.S.R. BHAKTINAGAR, District: Jalpaiguri	
Applicant Name, Address & Other Details	JUGAL SANGHAI Thana : Siliguri, District : Darjeeling, WEST BENGAL, Mobile No. : 7865937853, 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 : 10,00,000/-]	
Set Forth value		Market Value	
		Rs. 8,71,76,255/-	
Stampduty Paid(SD)		Registration Fee Paid	
Rs. 75,021/- (Article:48(g))		Rs. 10,021/- (Article:E, E, E,)	
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Jalpaiguri, P.S:- Bhaktinagar, Municipality: SILIGURI MC, Road: Jyoti Nagar Road, Mouza: Dabgram Sheet No - 8, JI No: 2, Pin Code : 734001

Sch No	Plot Number	Khatian Number	Land Use Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-554	RS-711/2	Commercial Use	Bastu	38.36 Dec		8,71,76,255/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
Grand Total :					38.36Dec	0 /-	871,76,255 /-	

Land Lord Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr KALA CHAND KUNDU (Presentant) Son of Saileshwar Kundu , Bidhan 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, PAN No.:: AFxxxxxx5K, Aadhaar No: 84xxxxxxxx8614, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence

2	Mrs KABITA RANI KUNDU, (Alias: Mrs KABITA KUNDU) Wife of Mr Kala Chand Kundu , Bidhan Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AFxxxxxx6L, Aadhaar No: 62xxxxxxxx9450, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence
3	Mr SUBHAJIT KUNDU Son of Mr Kala Chand Kundu , Bidhan 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, PAN No.:: BTxxxxxx0L, Aadhaar No: 50xxxxxxxx5308, Status :Individual, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence, Executed by: Self, Date of Execution: 30/03/2023 , Admitted by: Self, Date of Admission: 30/03/2023 ,Place : Pvt. Residence

Developer Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	JAYSHREE DEVELOPERS Shanti Square, Sevoke Road,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001 , PAN No.:: AAxxxxxx8P,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

Sl No	Name,Address,Photo,Finger print and Signature
1	Mr TARANG GARG Son of Mr Sanjay Garg RAJA GARDEN, RAMESH NAGAR, NEAR BALI NAGAGR, City:- , P.O:- DELHI, P.S:-RAJOURI GARDEN, District:-West, Delhi, India, PIN:- 110015, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AVxxxxxx5R, Aadhaar No: 29xxxxxxxx0212 Status : Representative, Representative of : JAYSHREE DEVELOPERS (as Partners)

Identifier Details :

Name	Photo	Finger Print	Signature
Mr Jhantu Biswas Son of Mr R Biswas Sevoke Road, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001			
Identifier Of Mr KALA CHAND KUNDU, Mrs KABITA RANI KUNDU, Mr SUBHAJIT KUNDU, Mr TARANG GARG			

Transfer of property for L1

Sl.No	From	To. with area (Name-Area)
1	Mr KALA CHAND KUNDU	JAYSHREE DEVELOPERS-12.7867 Dec
2	Mrs KABITA RANI KUNDU	JAYSHREE DEVELOPERS-12.7867 Dec
3	Mr SUBHAJIT KUNDU	JAYSHREE DEVELOPERS-12.7867 Dec

On 30-03-2023

Presentation(Under Section 52 & Rule 22A(3) 46(1),W.B. Registration Rules,1962)

Presented for registration at 17:35 hrs on 30-03-2023, at the Private residence by Mr KALA CHAND KUNDU , 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 8,71,76,255/-

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

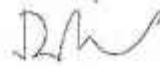
Execution is admitted on 30/03/2023 by 1. Mr KALA CHAND KUNDU, Son of Saileshwar Kundu, , Bidhan Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business, 2. Mrs KABITA RANI KUNDU, Alias Mrs KABITA KUNDU, Wife of Mr Kala Chand Kundu, , Bidhan Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession House wife, 3. Mr SUBHAJIT KUNDU, Son of Mr Kala Chand Kundu, , Bidhan Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by Profession Business

Indetified by Mr Jhantu Biswas, , , Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service

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

Execution is admitted on 30-03-2023 by Mr TARANG GARG, Partners, JAYSHREE DEVELOPERS, Shanti Square, Sevoke Road,, City:- Siliguri Mc, P.O:- Siliguri, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734001

Indetified by Mr Jhantu Biswas, , , Son of Mr R Biswas, Sevoke Road, P.O: Siliguri, Thana: Siliguri, , City/Town: SILIGURI MC, Darjeeling, WEST BENGAL, India, PIN - 734001, by caste Hindu, by profession Private Service



Biswarup Goswami
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
Jalpaiguri, West Bengal

On 31-03-2023

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.

Payment of Fees

Certified that required Registration Fees payable for this document is Rs 10,021.00/- (B = Rs 10,000.00/- ,E = Rs 21.00/-) and Registration Fees paid by Cash Rs 0.00/-, by online = Rs 10,021/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/03/2023 4:57PM with Govt. Ref. No: 192022230355169018 on 30-03-2023, Amount Rs: 10,021/-, Bank: SBI EPay (SBIEPay), Ref. No. 6188687736320 on 30-03-2023, Head of Account 0030-03-104-001-16

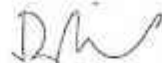
Payment of Stamp Duty

Certified that required Stamp Duty payable for this document is Rs. 75,021/- and Stamp Duty paid by Stamp Rs 1,000.00/-, by online = Rs 74,021/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 55161, Amount: Rs.1,000.00/-, Date of Purchase: 27/03/2023, Vendor name: Jaya Rani Das

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB
Online on 30/03/2023 4:57PM with Govt. Ref. No: 192022230355169018 on 30-03-2023, Amount Rs: 74,021/-, Bank: SBI EPay (SBlePay), Ref. No. 6188687736320 on 30-03-2023, 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 54453 to 54503
being No 071102351 for the year 2023.



Handwritten signature of Biswarup Goswami

Digitally signed by BISWARUP
GOSWAMI
Date: 2023.04.13 12:24:18 +05:30
Reason: Digital Signing of Deed.

(Biswarup Goswami) 2023/04/13 12:24:18 PM
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. BHAKTINAGAR
West Bengal.

(This document is digitally signed.)