্র হার প্রত্থিত বিদ্যানির মান্তর বিদ্যানির মান্তর বিদ্যানির করে বিদ্যানির মান্তর মান্তর বিদ্যানির মান্তর মান্তর বিদ্যানির মান্তর মা

श्री अविष्ठ पश्चिम बंगाल WEST BENGAL

S 304338

tegratration The Signature Sheet and to indersement Sheets attached to this increment are the part of this vocument

Additional District Rub-Registre



NSS BUILDERS
Object Bishas

# 15 JUN 2022 DEED OF DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS THE LS DAY OF JULY, TWO THOUSAND AND TWENTY TWO

Contd...P/2

MA

# NON JUDICAL STAMP

Siliguri

1000

Govt. Stamp Vandor
L. No.173/R.M.





Addi. Distro Con Contract

1 5 111 2022

Buton Ghosh

NSS BUILDERS
Only each Beard

Page-2

### BETWEEN

MR. BUBUN GHOSH (PAN- AFLPG9938F), Son of Late Shambhu Nath Ghosh, Hindu by faith, Business by Occupation, Citizen of India, resident of New Town Para, Jalpaiguri Town, P.O. Jalpaiguri P.S. Kotwali, Dist. Jalpaiguri, PIN: 735101, in the State of West Bengal, as "THE OWNER" (Which term and expression shall mean and include unless excluded by or is repugnant to the context his respective heirs, successors, representatives, administrators, executors and assigns) of the FIRST PART.

## <u>AND</u>

"NSS BUILDERS", (PAN-AATFN8976F) A Partnership Firm, having its office at C/O. Amal Chandra Paul, Sachitra Paul Sarani, Haidar Para, Siliguri, Ward No. 39 (S.M.C), P.O. Rabindra Sarani, P.S. Bhaktinagar, Pin-734006, Dist. Jalpaiguri, in the State of West Bengal, represented by one of its Partner namely: SRI. DIBYENDU BISWAS (PAN: ADVPB1881G), Son of Late Dilip Biswas, Hindu by faith, Citizen of Indian, Business by occupation, resident of Sree Ma Sarani, Haidar Para, Siliguri, Ward No. 39 (S.M.C), P.O. Rabindra Sarani, P.S. Bhaktinagar, Pin-734006, Dist. Jalpaiguri, in the State of West Bengal, - hereinafter called "THE BUILDER" / "THE DEVELOPER" (Which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include, legal representatives, executors, administrators and assigns and partners in office) of the OTHER PART.

Mm





AND Whereas the land owner is the recorded absolute owner of land measuring 5 Katha and 4 Chhatak , recorded in R.S. Khatian No. 2935,2923/2 and recorded in L.R. Khatian 861 ,and appertaining to R.S. Plot No. 264, 264/2696 and Corresponding to L.R. Plot No. 460,461, Situated within Mouza- Kharia , J.L. 07 , R.S. Sheet No. 25 and L.R. Sheet No. 89 , Pargana- Baikunthapur, Sub-Division- Jalpaiguri, A.D.S.R. Jalpaiguri P.S. Kotwali , B.L. & L.R.O. Sadar , Jalpaiguri , Dist. Jalpaiguri , by Virtue of Registered 1) Deed of Sale, registered in the office of A. D.S.R. Jalpaiguri , In Book No. I, Volume No.701-2018, Page from 26414 to 26430 , being deed No. I- 01205 , for the year 2018 Executed by Sri Rajib Ghosh , Jalpaiguri and II) Deed of Gift, registered in the office of A. D.S.R. Jalpaiguri , In Book No. I, CD Volume No.10, Page from 2686 to 2496 , being deed No. I- 04165 , for the year 2011 Executed by Sri Rajib Ghosh and Others , of Jalpaiguri since enjoying in the said vacant land without any act of hindrance or obstruction from anybody having permanent, heritable and transferable rights, title and interest therein free from all encumbrances and charges whatsoever.

Being owner in such possession the above Vendor mutated the said land and became the recorded owner having **Khatian No. 861**, having permanent, heritable and transferable rights, title and interest therein free from all encumbrances and charges whatsoever.

## <u>AND</u>

WHEREAS being absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT the entirely of the land, more fully and particularly described in the First Schedule hereunder written:

A. **AND WHEREAS** for the purpose of an integrated development of the said Land, the owner decided to develop the said Land measuring 5 (five) Katha 4 (Four) Chhatak, but not having sufficient and adequate funds, resources and expertise in the sphere of construction, approached the Developer mentioned herein above to develop the said Land by constructing a building thereon, to which the Developer has agreed on the terms and conditions stated hereunder.

m





- B. **AND WHEREAS** the said Land is free from all encumbrances, charges, liens, lispendences, attachments, trusts whatsoever or howsoever.
- C. **AND WHEREAS** All costs, charges, and expenses in connection with the preparation of the plan or plans for construction of the building at the said Land, getting the same approved and/or sanctioned by the Jalpaiguri Municipality and for completing the construction of the building at the said Land in accordance with the said plan or plans with or without any modification, shall be born and met by the Developer.
- D. **AND WHEREAS** the Owner has agreed to grant an exclusive right of development of the said Land in favour of the Developer for the consideration and on the terms and conditions stated hereinafter and the Developer shall be at liberty to appoint Technical Consultants, Contractors, if required, for the development of the Land.

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

### ARTICLE I-DEFINITIONS

In this Agreement, unless otherwise specifically mentioned.

Owner shall mean the said MR. BUBUN GHOSH

1.1 the aforesaid person not only as owner but also as having whatsoever right, title or interest that or any person claiming under, through or in trust for he may have /had or has as Executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Land described in the First Schedule hereunder written including his heirs, legal representatives, executors and assigns.

Contd...P/5

Mir



- 1.2 **Developer** shall mean the said "NSS BUILDERS", (PAN-AATFN8976F) A Partnership Firm, having its office at C/O. Amal Chandra Paul, Sachitra Paul Sarani, Haidar Para, Siliguri, Ward No. 39 (S.M.C), P.O. Rabindra Sarani, P.S. Bhaktinagar, Pin-734006, Dist. Jalpaiguri, in the State of West Bengal and its executors, representatives, administrators and assigns including its Partners at all material times.
- 1.3 Land shall mean ALL THAT the entirety of the Land more fully and particularly described in the First Schedule hereunder written.
- 1.4 Building shall mean the building to be constructed at the said Land with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Jalpaiguri Municipality for the time being prevailing as per the plan or plans to be sanctioned by the Jalpaiguri Municipality.
- 1.5 **Unit** shall mean the constructed area and/or spaces in the building intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct in the building to be constructed at the said Land.
- Super built area shall mean the total constructed area which will include passageways, safety tank, boundary wall, soak well, water tanks, reservoirs, together with the width of the walls and such other areas used for accommodating common services to the building to be constructed at the said Land.
- 1.7 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building to be constructed at the said Land.
- 1.8 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building as shall be sanctioned or sanctioned by the Jalpaiguri Municipality 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 new building available for independent use and occupation after making due provisions of common facilities and the space required for that.

Mon

Deberon Ghosh

NSS BUILDERS

Odyendu Bushar

Partner

### Page-6

- 1.9 Owner's Allocation shall mean the First Party /owners In consideration of the Owners allowing the Developer to develop the said Land the Developer shall allocate a fully constructed shall mean the First Party /owner shall get as per following:
  - a. Total amount ₹ 34,00,000/- (Rupees Thirty Four Lakhs only), payable by the Developer to the Land owner and ₹ 30,00,000/- (Rupees Thirty Lakhs only), paid on today .
- b. The Developer shall handover the Flat & Garage to land owner within 2 ( Two) years from the date of sanctioned the building plan .
- c. The First Party shall take 1(one) flat measuring 1000 sqft including super built of the building 1st floor .
- d. The First Party /land owner shall take 2(two) garage measuring 140 Sqft including super built at Ground Floor (one in front side of the building and one back side of the building).
- e. Common roof the both the Parties.
- f. The signing authority for the building Plan pass shall be of Second Party/Developer.
- 1.10 Developer's Allocation shall mean the remaining super built area comprising the remaining flats in each floor of the building along with the remaining parking spaces as per the plan or plans to be sanctioned by the Jalpaiguri Municipality for the proposed building to be constructed at the said Land including the common facilities which shall absolutely belong to the Developer after providing for the Owner's Allocation as aforesaid under this agreement, it being expressly agreed that this will not prevent the Developer from entering into any agreement for sale and transfer in respect of the Developer's Allocation.
  - 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 building to purchaser thereof although the same may not amount to a transfer in law.

Monte

Bushin Ghosh

NSS BUILDERS

Dayrande Bushas

Partner

Page-7

- 1.12 **Transferee** shall mean a person, persons, Firm, Limited Company, Association of persons to whom any space and/or unit in the building to be constructed at the said Land has been transferred.
  - 1.12 **Flat** means a separate and self contained set of Land used or intended to be used for residence or office, the Land forming part of the building and includes an apartment.
- 1.13 **Addition** to a building means addition to the cubic extent of the building as defined in The West Bengal Municipal (Building) Rules 1996.
  - 1.14 **Alternation** means change from one occupancy or use to another or a structural or architectural change, or a change in connection with the services to the building such as an addition to the Area or Height or the removal of a part of the building, a change or addition to the finishes.
  - 1.15 **Modification** means any internal change in the Flat which is not mentioned in the sanctioned plan.
  - 1.16 **Parking** Space means an area enclosed or unenclosed covered or open, sufficient in size to park vehicles with a driveway connecting the parking space with a street or alley and permitting ingress and egress of vehicles.
  - 1.17 Words importing singular shall include plural and vice versa depending on the context.
  - 1.18 Words importing any gender shall include all the other genders, i.e., masculine, feminine and neuter genders.

### ARTICLE II-COMMENCEMENT

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

Month



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

- 1.20 The Owner is absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of the said Land, more fully and particularly described in the First Schedule hereunder written.
- 1.21 Excepting the Owners, no other person or persons has/have any claim or interest and/or demand over in respect of the said Land and/or any portion thereof.
- 1.22 The said Land is free from all encumbrances, lien, lispendens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.
- 1.23 There is no vacant land at the said Land within the meaning of the Urban Land (Ceiling & Regulations) Act, 1976.
- 1.24 There is no subsisting agreement for sale and/or development of the said Land with any other party or parties by the Owners or any person claiming under him.

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 Developers.

### ARTICLE IV-DEVELOPER'S RIGHTS

1.25 The Owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to exploit the said Land and constructing the new building at the said land in accordance with the plan or plans to be sanctioned by the Jalpaiguri Municipality with or without any modification and/or amendment and/or amendment thereto made or caused to be made by the parties hereto.

Contd...P/ 9

Shur



- 1.26 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 Owner 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 Jalpaiguri Municipality 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.
- 1.27 Nothing in these presents shall be construed as a demise or any assignment creating any charge or conveyance in law by the Owner of the said Land 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 license to the Developer to exploit the same in terms hereof and to deal with the Developer's allocation in the new building to be developed at the said Land in the manner hereinbefore and hereinafter stated.

## ARTICLE V-CONSIDERATION

In consideration of the Owner allowing the Developer to develop the said Land the Developer shall allocate a fully constructed, building to be constructed at the said Land as per sanctioned plan subject to the available area as per the plan or plans to be sanctioned by the Jalpaiguri Municipality for the proposed building to be constructed at the said Land, including the common facilities, together with all amenities to be allocated to the Owner as Owner's Allocation as defined in hereinabove. The specifications of the said residential flat being the Owner's Allocation has been described in a separate sheet annexed to these presents.

In case there is any gross variation (either positive or negative and extent of variation exceeding 2% of flat area) in the flat area due to any revision in the plan or due any technical reason or construction/execution constraint/error at site, or any local and/or administrative problem/instruction the variation shall be adjusted for accordingly and in financial terms only. The value of per Sq. feet shall be mutual consent.

Mar





### ARTICLE VI-PROCEDURE

1.28 The Owner shall grant a General Power of Attorney in favour of the Developer firm or any one or more of its partners as per the desire of the Developer for obtaining necessary permissions and / or sanctions from different authorities in connection with the development of the new building at the said Land and also for pursuing and following up the matter with the Jalpaiguri Municipality 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.

### ARTICLE VII-SPACE ALLOCATION

- 1.29. Upon finalization of the plan for construction of the new building at the said Land, the Parties hereto shall earmark the Owner's Allocation as stated here and as set out in the Second Schedule hereunder written, subject to the modifications and variations as may be permitted by the Jalpaiguri Municipality, 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 new building at its own cost's.
- 1.30 The Developer shall on completion of the new building, put the Owners in undisputed possession of the Owner's allocation together with all rights in common in the common portions and common facilities.
- 1.31Subject as aforesaid, the common portion of the said new building or buildings and open spaces including the entire roof of the building shall belong to the Owners and Developer in proportion to their sharing ratios / allocation herein mentioned.
- 1.32The Owners shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owner's allocation in the new building at their will, subject to the conditions laid down elsewhere in this agreement.

Min

Contd...P/ 11





1.33. The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building with exclusive right to choose and enter into agreements with intending purchasers thereof, fix rates, receive payments of advances and consideration money from the intending purchaser/s and to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

1.34 In so far as necessary, all dealing by the Developer in respect of construction and completion of the new building shall be in the name of the Owner for which purpose the Owner undertakes to give in favour of any one or more of the partners of the Developer form or in favour of the Developer, Power(s) of Attorney in a form and manner reasonably required by the Developer.

1.35. The Owner shall execute the Deed (s) of Conveyance in respect of the proportionate undivided share or interest in the land and the Developer's Allocation portions in favour of the Developer or its nominee or nominees / purchaser (s) in such parts as shall be required by the Developer from time to time.

## ARTICLE VIII-BUILDING

2. The Developer shall at its own costs, construct erect and complete the new building at the said Land in accordance with the sanctioned plan with good and standard materials as may be specified by the Architects from time to time. The new building shall be of G+4 residential type, and having elevation and features permissible under the rules and regulation applicable to the said Land as may be approved by the Jalpaiguri Municipality. The Owner's Allocation shall be Provided with the fixtures, fittings and amenities as set out in the separate sheet annexed to this agreement titled "Specifications".

Mr

Bukun Ghosh

Och ench Brakes

## Page-12

- 2.1 The salvage arising from the land shall belong to the Owners and the Owners shall be entitled to dispose of the same and realize the proceeds thereof.
- 2.2 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.
- 2.3The Developer shall install and erect in the said new building at its own costs, pumps, tube-well, water storage tanks and other facilities as are required to be provided in a G+4 building in Jalpaiguri having self-contained units and constructed for sale of constructed areas therein on ownership basis and as mutually agreed to.
- 2.4The Developer shall be authorized in the name of the owner so far as is necessary, to apply for and obtain allocations of building materials allocable to the Owner for the construction of the building and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building and other inputs and facilities required for the construction and enjoyment of the building for which purpose the Owners shall execute in favour of the Developer firm or one or more of its partners Power(s) of attorney and other authorities as shall be required by the Developer. All costs charge and expenses therefore shall be borne and met by the Developer.
- 2.5The Developer shall at its own costs and expenses, construct and complete the said new building and various units, therein in accordance with the building sanctioned plan/s and any amendment thereto or modification thereof made or caused to be made by the Developer.
- 2.6 All costs, charge and expenses, including architect's fees during the construction of the building at the said Land shall be borne by the Developer and the Owner shall bear no responsibility in this context, provided that the Owner shall perform all the obligations required of their under this Agreement in a diligent and sincere manner.

Contd...P/ 13



Butsem Ghosh

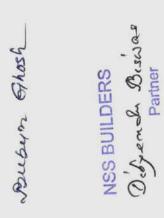
Diffyench Baswas

Page-13

### ARTICLE IX-COMMON FACILITIES

- 3.0 The Developer shall pay and bear all Corporation taxes, insurance premiums and other statutory outgoings as would be levied by the Government or any statutory authorities in respect of the said Land accruing as and from the date of handing over vacant possession by the Owner to the Developer, till the date of the Owner receiving the Owner's Allocation as stated herein in the new building and thereafter the Developer and / or its nominee or transferees shall bear such taxes, fees, etc., in respect of the Developer's Allocation only.
- 3.1 As soon as the new building is completed, the Developer shall give notice to the Owner requiring the Owner to take possession of the Owner's Allocation in the building 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") with effect from the date of delivery of possession of the said Owner's Allocation, payable in respect of the said Owner's Allocation, the said rates to be apportioned pro-rata with reference to the saleable space in the building if the same are levied on the building as a whole.
- 3.2. The Owner and the Developer shall punctually and regularly pay for their respective allocations the said rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owner and the Developer and both the parties shall keep each other indemnified against all claims, actions, demands, costs, charges and expenses and proceedings whatsoever directly or indirectly instituted against or suffered by or paid by either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.
- 3.3.As and from the date of service of notice of possession, the Owner shall also be responsible to pay and bear and shall forthwith pay on demand to the Developer the proportionate service charges in respect of the new building which will be fixed and / or determined mutually from time to time for the common facilities in the new building payable in respect of the Owner's Allocation. The said charge

Mos



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

- 3.4 Any transfer of any part of the Owner's Allocation in the new building shall be subject to the other provisions hereof and the Owners shall thereafter be responsible in respect of the space transferred, to pay only in the event the Owner's transferee(s) does / do not pay the said rates and service charges for the common facilities. It is made clear that the Owner shall be responsible for payment of all municipal and property taxes and other outgoings and impositions in respect of the portions allocated to the Owners to the authorities concerned only.
- 3.5 The Owner shall not do any act deed or thing whereby the Developer shall be prevented from construction and completion of the said new building at the said Land.

### ARTICLE X- COMMON RESTRICTIONS

4.0 The owner's Allocation in the building at the Land shall be subject to the same restriction on transfer and use as are applicable to the Developer's allocation in the new building intended for the common benefits of all occupiers of the new building which shall include the following.

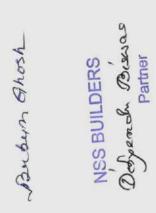
More

Bubyn Grhesh
NSS BUILDERS
Dagrandh Busanas
Partner

### Page-15

- 4.1 The Owner/ Developer shall not use or permit to use the Owner's Allocation / Developer's Allocation in the new building or any portion there for carrying on any obnoxious, illegal and immoral trade or activity nor use thereof or for any purpose which may cause any nuisance or hazard to the other occupiers of the new building.
- 4.2 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocation or any portion thereof or make any structural alteration therein without the previous consent of the other and the architect in writing in this behalf.
- 4.3 Neither party shall transfer or permit transfer of their respective allocations or any portion thereof unless.
- A. Such party shall have observed and performed all terms and conditions on their respect / party to be observed and / or performed, and
- B. The proposed transferees have given a written undertaking to be bound by the terms and conditions hereof and to duly and promptly pay all and whatsoever which shall be payable in relation to the area in their possession.
- 4.4 Both the parties shall abide by all Laws, Bye-Laws, Rules and Regulations of the Government, Local Bodies as the case may be and shall attend to answer and be responsible for any deviation, violation and / or breach of any of the said Laws, Bye-Laws, Rules and Regulations.
- 4.5 The respective allotees shall keep the interior and walls, sewers, drains, pipes, and other fittings and fixtures and appurtenance and floor and ceiling etc, in each

MA



of their respective allocations in the new building in good working condition and repair and in particular so as not to cause any damage to the new building or any other space or accommodation therein and shall keep other occupiers of the building indemnified from and against the consequences of any breach. The respective allotted shall always permit the repair and maintenance works of the building in general and the flats in particular including electrical, plumbing and other works in the best interest of all concerned.

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

### ARTICLE XI-OWNER'S OBLIGATIONS

- 5.0 The Owner hereby agrees and covenants Developer not to cause any interference or hindrance in the construction of the new building at the said Land by the Developer or by their acts, commissions or omissions do anything so as to delay and / or render the construction thereof impossible.
- 5.1 The Owner hereby agrees and covenants with the Developer not to do any act or deed or thing whereby the Developer may be prevented from selling, and / or disposing of any part of the Developer's Allocation in the new building.
- 5.2 The Owner is not entitled to depute any Architects, Civil Engineers for their own allocation and they are not allowed to make any alternation, modifications in the flat without consent from the Developers.
- 5.3 The Owner is not entitled to enter into agreement with the purchasers of the Developers allocated share and they are also not allowed to receive any payment from the purchaser of the Developers allocated portion / Flats.

MA

NSS BUILDERS

### Page-17

- 5.4 The Owner shall hand over original Land Deed, original mutation certificate, original sanctioned Plan for the proposed Building by Jalpaiguri Municipality other documents in connection with land and Building to the Developer.
- 5.5 The Owner hereby agrees and covenants with the Developer not to let out, mortgage, and / or charge the said Land or any portion thereof without the consent in writing of the Developer during the period of construction. However, the Owners shall always have the right to enter into agreement for sale / lease and transfer in respect of the Owner's Allocation only with the consent of the Developer during the period of the construction work and only after the completion of the construction work and handing over the possession of the Owner's Allocation and fulfillment of all the obligations under this agreement and / or any further agreement, the Owner's Allocation.
- THAT the Owner will obtain his own independent electric connection from the W.B.S.E.D.C.L. Jalpaiguri for his electricity requirement and connection charges as well as the electric consumption bill will be paid by Owner, and the OWNER or BUILDER shall have no responsibility in this respect. The electric connection for catering to common requirements shall be applied for and corresponding sanction obtained from W.B.S.E.D.C.L Siliguri by the Owner jointly or by the Society formed by the Owner for maintenance of the common facilities and the building, at their own cost and effort while the electric bill shall be paid by the said Society.

Mm

NES BUILDERS

Differench Bright

### Page-18

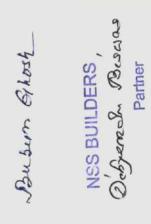
### ARTICLE XII-DEVELOPER'S OBLIGATIONS

- 6.0 The Developer hereby agrees and covenants with the Owners to complete the construction of the Owner's Allocation in the new building at the said Land in terms of the sanctioned plan/s within 2 (Two) Years from the date of commencement of the construction, subject to approval of Building plan adjacent to the existing building under construction from the Jalpaiguri Municipality and upon obtaining the possession of the said Land from the Owner for the purpose of development. Such period shall however exclude any delay, which does not occasion due to any fault or negligence on the part of the Developer in the course of construction.
- 6.1 The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owner is prevented from enjoying, selling, assigning and / or disposing of any of the Owner's Allocation in the new building at the said Land, subject to the terms and conditions herein contained.

### ARTICLE XIII-OWNER'S INDEMNITY

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

MAL



7.1 The Owner hereby undertakes to keep the Developer indemnified against all third party claims and actions against the said Land in respect of the Owner's Allocation and Developer's Allocation at the said Land.

### ARTICLE VIV-DEVELOPER'S INDEMNITY

- 8.0 The Developer hereby undertakes to keep the Owners indemnified against all third party claims and actions arising out of any sort of beach of the Developer in or relating to or arising out of the construction of the said building at the said Land.
- 8.1 The Developer hereby undertakes to keep the Owners indemnified against all actions, suits, costs, proceedings and claims that may arise out of the Developer's actions with regard to the development of the said Land

### ARTICLE XV- MISCELLANEOUS

- 9.0 The Owner and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construct as a Partnership between the Developer and the Owner's or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons. None of the parties shall be entitled to challenge the legality and / or validity or enforceability of this agreement on the ground of it being inadequately stamped and if the same is required to be stamped / impounded at any time hereafter the charges thereof shall be equally borne by the parties herein.
- 9.1 It is understood that from time to time to facilitate the construction of the new building at the said Land by the Developer, various deeds, matters and things not herein specified may be required to be done by the Developer and for which the developer may need the authority of the Owners and various applications and other documents may be required to be signed or made by the Owners relating to which specific provisions may not have been made herein and the owners

Mar





hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and the Owners shall execute any such additional Power(s) of Attorney and / or authority as may be required by the Developer for the purpose and the owner also undertakes to sign and execute all such additional applications and other documents as the case may be, provided that all such acts, deeds, matters and things do not in any way infringe the right of the Owners and / or go against the spirit of this Agreement.

- Any notice required to be given by the Developer shall without prejudice to any other mode of service available, be deemed to have been served on the Owners, if delivered by hand and duly acknowledged or sent by pre-paid Registered post with acknowledgement due and shall likewise be deemed to have been served on the Developer if delivered by hand or sent by per-paid Registered post with acknowledgement due to the office of the Developer.
  - 9.3 The Developer and the Owner shall mutually frame Scheme for the management and administration of the said building at the said Land and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulation of such Management / Society / Association / Holding Organization and hereby give their consent to abide by the same.
  - 9.4 As and from the date of completion of the new building, the Developer and / or its transferees and the Owners and / or their transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.
  - 9.5 The entire roof / terrace of the building/s shall belong to the Owners and the Developer according to their respective shares / allocations in the building as stated hereinabove. No further construction shall be allowed and / or permitted on the terrace / roof of the building and shall not be undertaken by the parties herein or any of them.

Mr



9.6 The Developer will decide the name of the new building to be constructed on the said Land in consultation with the Owners.

## ARTICLE XVI-FORCE MAJEURE

- 10.0 The parties hereto shall not be considered to be liable for any obligation hereunder to the extent that the performance of the relative obligations is prevented by the existence of the Force Majeure and shall be suspended from the obligation during the duration of the Force Majeure.
- 10.1 Force Majeure shall mean flood, earthquake, riot, war, storm, tempest, civil commotion and / or any other act or commission beyond the control of the parties hereto.
- 10.2 Land Shall be handed over as and when require by the Developer for Construction Purpose.

## ARTICLE XVII-ARBITRATION

In case of any dispute, difference or question arising between the parties hereto with regard to this Agreement, the same shall be referred to the arbitration of an arbitrator to be appointed by the parties herein. If the parties do not agree upon an arbitrator, each party shall be entitled to appoint an arbitrator and the arbitrators shall appoint an umpire and the proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act, 1996 and / or any other statutory modification and / or enactment relating thereto.

## ARTICLE XVIII-JURISDICTION

12.0. Court at Jalpaiguri alone shall have jurisdiction to entertain try and determine all actions, suits, and proceedings arising out of these presents between the parties hereto. This agreement is prepared in two identical copies both stamped and signed by the parties herein, one to be retained by each party.

MAL



### SCHEDULE - "A"

# THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND

## **TOTAL AREA**

All that piece total Vacant land measuring about 5 (Five) Katha and 4 (Four) Chhatak , Danga (As per ROR) proposed to use Bastu, 5 Katha and 4 Chhatak , recorded in L.R. Khatian No. 861 &

R.S. Khatian No.	R.S. Plot No.	L.R. Plot No.	Area of Land
2935	264	460	4.2 Decimal *4.4 Decimal
2923/2	264/2696	461	

Total Area 8.6 Decimal Or 5 Katha & 4 Chhatak , From Two L.R. & R.S. Plot and One L.R. Khatian & Two R.S. Khatian , Situated within Mouza- Kharia , J.L. 07 , R.S. Sheet No. 25 and L.R. Sheet No. 89, Pargana- Baikunthapur, Sub-Division- Jalpaiguri, A.D.S.R. Jalpaiguri P.S Kotwali , B.L. & L.R.O. Sadar , Jalpaiguri , Dist. Jalpaiguri , Ward No.19, Under Jalpaiguri Municipality, at New Town Para Road, (New Town Para To Bose Para Road) ,Pargana- Baikunthapur, Sub-Division- Jalpaiguri , A.D.S.R. Jalpaiguri , P.S Kotowali , B.L. & L.R.O. Jalpaiguri , Dist. Jalpaiguri.

## THE LAND IS BUTTED AND BOUNDED AS FOLLOWS: -

NORTH: HOUSE OF ASHOKE CHAKRABORTY.

SOUTH: 8—00 WIDE COMMON ROAD. EAST: LAND OF DIPAK MOHANTA.

WEST : 29'--6" FEET WIDE MUNICIPALITY METAL ROAD WITH DRAIN.

Mar

Butum Otosh.

NSS BUILDERS

Oifferd Bisace
Partner

Page-23

## SCHEDULE - "B"

# THE SECOND SCHEDULE ABOVE REFERRED TO

(Details of the residential flats, and garage constituting the Owner's Allocation)

Residential Flats: ALL THAT PIECE AND PARCEL fully constructed shall mean the First Party /owner shall get In consideration of the Owners allowing the Developer to develop the said Land the Developer shall allocate a fully constructed shall mean the First Party / owner shall get total payment ₹ 34,00,000/- (Rupees Thirty Four Lakh only), and The First Party shall take One flats and Two garage.

## **SCHEDULE "C"**

# (THE DEVELOPER'S ALLOCATION) THE SCHEDULE ABOVE REFERRED TO

Residential Flats: ALL THAT PIECE AND PARCEL fully constructed shall mean the Second Party /builder shall get total G+4 storied building (With Lift Facility) except approx. 1000 Sqft of One flat and two garage including super built.

Garages: Garage at Ground Floor (one front side and one back side) at the proposed building to be constructed.

# A N N E X T U R E SPECIFICATIONS OF FLATS

- 1. Door frame Wood.
- 2. Door Shutter, Flush Door except Toilet block, Toilet door shutter PVC.
- Windows Steel glazed .
- 4. All floor Vitrified tiles except, kitchen, toilet, & stair case floor, kitchen, toilet & stair case floor- marble .
- 5. Wall tiles,

MAL

Contd...P/ 24

- a. At toilet 6'--6' ft.
- b. At kitchen 2'---0" ft above shelve.
- 6. Kitchen Shelve Granite .
- 7. Inside wall finish- 2 (two) coat putty.
- 8. Stair case verandah railing- MS Grill & PR 3'--0
- 9.3 (Three) no PVC water tank will be provided 1 is 1500 lt. and 2 nos. 1000 Ltr.

IN WITHNESSES WHEREOF THE OWNERSAND BUILDER IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT IN WITHNESSES WHEREOF THE VENDORS, BUILDER AND PURCHASER IN GOOD HEALTH AND CONSCIOUS MIND HAVE PUT THEIR RESPECTIVE HANDS AND SEALS TO THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

WITNESS:	
1. Ann Jamejer 60 - Rote - Sulchamory Isanog to - Kadamiferta,	
elo- Rate- Sulchamay Isanog	à -
to - Kadamleila,	
Dr. Jalpaigni	
lin- 735101	1.
2. Pulok Ghosh.	-
360. La. Provat Ch. Ch.	Drafted by r
Pandepara, Bowbazar.	office, read Witnesses: -
THE LOW MAGAIL	WILLIE 3303

Signature of the Land Owner

Different Biswas
Partner

Signature of Developer

Drafted by me, Computer set used, printed in my office, read over to the parties in presence of Witnesses: -

( Amrita Roy Sharma )

Advocate, Siliguri

Enrolment No. F-210/03

# FINGER PRINTS OF

FINGER PRINT	Thumb	Fore Finger	Middle Finger	Ring Finger	Little Finger
eft Hand					
Right Hand					

Little Ring Finger FINGER PRINTS OF Middle Fore Finger Finger Thumb Finger Left Hand Right Hand

Buben Ghosh

Buber Ghosh Signature

Signature Little Ring Finger FINGER PRINTS OF Thumb Middle Fore Finger Finger Finger LeftHand RightHand

Dibyene of Bis was Signature

# A SKETCH MAP SHOWING IS DISPLAYED BY OWNERSHIP OF THE LAND.

#### LAND OWNER

SRI BUBUN GHOSH
S/O - LATE SAMBHUNATH GOSH
RESIDING AT - NEW TOWN PRA
P.S. - KOTWALI
WARD NO. - 19
POST - JALPAIGURI
DIST - JALPAIGURI
STATE - WEST BENGAL
PIN - 735101

The Site Plan is Drawn By Me As Per Instruction Of Land Owner, & All Measurement & Document Supplied by Land Owner.



PART TRACED MAP OF MOUZA KHARIA (R.S.) SHEET NO.- 25 SCALE 16"=1MILE

#### BOUNDARY

NORTH: HOUSE OF ASHOKE CHAKRABORTY.

SOUTH: 8' WIDE COMMON ROAD. EAST: LAND OF DIPAK MOHANTA.

WEST: 29'6" OR 27' 0" WIDE MUNICIPALITY

METAL ROAD WITH DRAIN.

LAND DEMARCATION -

### SCHEDULE OF LAND

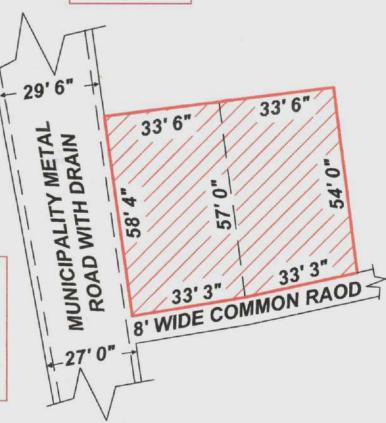
MOUZA: KHARIA, PARGANA -BAIKUNTHAPUR, J.L.NO. - 07, (R.S.) SHEET NO. - 25, DIST. - JALPAIGURI.

KHATIAN NO.	PLOT NO.
(R.S.) 2935	(R.S.) 264
(R.S.)2923/2	(R.S.) 264/2696

#### AREA OF THE LAND

R.S. PLOT NO. - 264 = 0.0256 ACRES R.S. PLOT NO. - 264/2696 = 0.0610 ACRES TOTAL LAND AREA = 0.0866 ACRES.

### MAP INDEX N.T.S.



### SIGNATURE OF LAND OWNER

Bubun Ghosh

SURVEYED & PREPARED BY
A Mohania
Date-08.07.2022

AMIN SURVEYOR

AMIN SURVEYOR Reg. No. - 02037/2012 Naya Para, Mohitnagar, jalpaiguri

# Major Information of the Deed

6:	1-0701-03798/2022	Date of Registration	15/07/2022		
y No / Year	0701-2002078891/2022	Office where deed is registered			
Jery Date	09/07/2022 1:44:17 PM	LAL BALGUEL District: Johnsie			
pplicant Name, Address Other Details	Amrita Roy Sharma Iskcon Mandir Road, Siliguri,Than PIN - 734001, Mobile No.: 94763	nana : Bhaktinagar, District : Jalpaiguri, WEST BENGAL, 6360402, Status :Advocate			
ransaction		Additional Transaction			
	Agreement or Construction	[4305] Other than Immo Declaration [No of Decl than Immovable Proper 34,00,000/-]	aration: 1], [4311] Other		
et Forth value		Market Value			
ks. 34.00,000/-		Rs. 41,50,583/-	THE REAL PROPERTY.		
stampduty Paid(SD)		Registration Fee Paid			
Rs. 7,011/- (Article:48(g))		Rs. 34,014/- (Article:E,	E, B) ·		
Remarks	Received Rs. 50/- (FIFTY only area)	) from the applicant for issuin	g the assement slip.(Urbai		

### Land Details:

District: Jalpaiguri, P.S:- Jalpaiguri, Municipality: JALPAIGURI, Road: NEW TOWN PARA ROAD(NEW TOWN PARA TO BOSE PARA RD), Mouza: Khariya Sheet No-25, JI No: 7, Pin Code: 735101

Sch	Plot	Khatian	Land Proposed	Use	Area of Land	SetForth	Market Value (In Rs.)	Other Details
L1	Number RS-264	RS-2935	Bastu	Danga	4.2 Dec	18,00,000/-	20,27,029/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
L2	RS- 264/2696	RS-2923/2	Bastu	Danga	4.4 Dec	16,00,000/-	21,23,554/-	Width of Approach Road: 30 Ft., Adjacent to Metal Road,
		TOTAL			8.6Dec	34,00,000 /-	41,50,583 /-	
	Grane				8.6Dec	34,00,000 /-	41,50,583 /-	

#### Details :

# me,Address,Photo,Finger print and Signature

Name	Photo	Finger Print	Signature
Mr Bubun Ghosh (Presentant ) Son of Late Shambhu Nath Ghosh Executed by: Self, Date of Execution: 15/07/2022 , Admitted by: Self, Date of Admission: 15/07/2022 ,Place : Office	000		Subun Ghosh
	15/07/2022	LTI 15/07/2022	15/07/2022

New Town Para, Jalpaiguri Town Para, City:-, P.O:- Kotwali, P.S:-Jalpaiguri, District:-Jalpaiguri, West Bengal, India, PIN:- 735101 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: AFxxxxxx8F, Aadhaar No: 58xxxxxxxx1736, Status: Individual, Executed by: Self, Date of Execution: 15/07/2022

, Admitted by: Self, Date of Admission: 15/07/2022 ,Place: Office

### **Developer Details:**

SI No	Name,Address,Photo,Finger print and Signature
	NSS BUILDERS C/O- Amal Chandra Paul, Sachitra Paul Sarani, Haidar Para, City:-, P.O:- Rabindra Sarani, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006, PAN No.:: AAxxxxxx6F, Aadhaar No Not Provided by UIDAI, Status:Organization, Executed by: Representative

### Representative Details:

Name	Photo	Finger Print	Signature
Mr Dibyendu Biswas Son of Late Dilip Biswas Date of Execution - 15/07/2022, , Admitted by: Self, Date of Admission: 15/07/2022, Place of Admission of Execution: Office	6		Dibyerela Biswas
	Jul 15 2022 1:34PM	LTI 15/07/2022	15/07/2022
The said of the sa	Dxxxxxx1G Aa	bex: Male, By Cast	a Sarani, P.S:-Bhaktinagar, Districte: Hindu, Occupation: Business, xxx4890 Status: Representative,

Hails:

Banerjee
Sukhomoy Banerjee
ntala BUS STAND, City:- Jalpaiguri,
- JALPAIGURI, P.S:-Jalpaiguri,
strict:-Jalpaiguri, West Bengal, India,
-/N:- 735101



2000	
	- A SC (C)   S (C)
	1. 1. 28 5 5 5 C C C C C C C C C C C C C C C C
	CONTRACTOR OF THE PARTY OF THE
	Control of the Contro
	Control of the second
	The state of the s
	ACCUPATION NAMED IN
	THE RESERVE OF THE PARTY OF THE
News	The second secon

Ann Banopu

15/07/2022

15/07/2022

15/07/2022

Signature

Identifier Of Mr Bubun Ghosh, Mr Dibyendu Biswas

Trans	fer of property for L	1	
SI.No	From	To. with area (Name-Area)	
1	Mr Bubun Ghosh	NSS BUILDERS-4.2 Dec	Legal protection and
Trans	fer of property for L	2	
SI.No	From	To. with area (Name-Area)	
1	Mr Bubun Ghosh	NSS BUILDERS-4.4 Dec	

#### 1-2022

### cate of Admissibility(Rule 43, W.B. Registration Rules 1962)

nissible under rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A, Article number : 48 of Indian Stamp Act 1899.

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

Presented for registration at 13:23 hrs on 15-07-2022, at the Office of the A.D.S.R. JALPAIGURI by Mr Bubun Ghosh Executant.

### Certificate of Market Value(WB PUVI rules of 2001)

Certified that the market value of this property which is the subject matter of the deed has been assessed at Rs 41.50.583/-

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

Execution is admitted on 15/07/2022 by Mr Bubun Ghosh, Son of Late Shambhu Nath Ghosh, New Town Para, Jalpaiguri Town Para, P.O: Kotwali, Thana: Jalpaiguri, , Jalpaiguri, WEST BENGAL, India, PIN - 735101, by caste Hindu, by Profession Business

Indetified by Mr Arun Banerjee, , , Son of Sukhomoy Banerjee, Kadamtala BUS STAND, P.O: JALPAIGURI, Thana: Jalpaiguri, , City/Town: JALPAIGURI, Jalpaiguri, WEST BENGAL, India, PIN - 735101, by caste Hindu, by profession Business

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

Execution is admitted on 15-07-2022 by Mr Dibyendu Biswas, Partner, NSS BUILDERS (Partnership Firm), C/O- Amal Chandra Paul, Sachitra Paul Sarani, Haidar Para, City:-, P.O:- Rabindra Sarani, P.S:-Bhaktinagar, District:-Jalpaiguri, West Bengal, India, PIN:- 734006

Indetified by Mr Arun Banerjee, , , Son of Sukhomoy Banerjee, Kadamtala BUS STAND, P.O: JALPAIGURI, Thana: Jalpaiguri, , City/Town: JALPAIGURI, Jalpaiguri, WEST BENGAL, India, PIN - 735101, by caste Hindu, by profession Business

### **Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 34,014/- ( B = Rs 34,000/- ,E = Rs 14/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 34,014/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/07/2022 12:58PM with Govt. Ref. No: 192022230074048421 on 15-07-2022, Amount Rs: 34,014/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BTZLJW7 on 15-07-2022, Head of Account 0030-03-104-001-

### **Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 7,011/- and Stamp Duty paid by Stamp Rs 1,000/-, by online = Rs 6,011/-

Description of Stamp

1. Stamp: Type: Impressed, Serial no 697, Amount: Rs.1,000/-, Date of Purchase: 12/07/2022, Vendor name: Ss Roy

2. Stamp: Type: Court Fees, Amount: Rs.10/-

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB Online on 15/07/2022 12:58PM with Govt. Ref. No: 192022230074048421 on 15-07-2022, Amount Rs: 6,011/-, Bank: State Bank of India (SBIN0000001), Ref. No. IK0BTZLJW7 on 15-07-2022, Head of Account 0030-02-103-003-02

73 hutra

**Tshering Pema Bhutia** ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. JALPAIGURI Jalpaiguri, West Bengal

d in Book - I

number 0701-2022, Page from 73483 to 73514 No 070103798 for the year 2022.



J3hutia\_\_\_

Digitally signed by TSHERING PEMA BHUTIA

Date: 2022.07.18 16:13:26 +05:30 Reason: Digital Signing of Deed.

(Tshering Pema Bhutia) 2022/07/18 04:13:26 PM ADDITIONAL DISTRICT SUB-REGISTRAR OFFICE OF THE A.D.S.R. JALPAIGURI West Bengal.

(This document is digitally signed.)