

Nabendu Narayan Dutta

NOTARY
GOVT. OF INDIA



Professional Address :

Nivedita Road,
P.O. Pradhan Nagar,
Siliguri-734003
Dist.-Darjeeling (W.B.)
Ph. : 2514713

Serial No. _____

Date : 31/5/2022

Notarial Certificate

(Pursuant to Section 8 of the Notaries Act. 1952)

TO ALL TO WHOM THESE PRESENTS shall come I Sri. N. N. DUTTA duly authorised by the Central Government to practice as a NOTARY do hereby verify, authenticate, certify attest us under the execution of the instrument annexed here to collectively signatories and as also by Sri..... R. Chakraborty Advocate as to the matters contained there in presented before me.

Accordingly to that this is to certify, authenticate and attest that the annexed instrument 'A' is the :

Original Deed of Agreement is enclosed.

PRIME FACIE the annexed instrument 'A' appears to be the usual procedure to serve and avail as needs occasions shall or may require for the same.

In faith and testimony where of being required of a Notary, I said notary do hereby subscribe my hand and affix my seal of the office at Siliguri on this the 31st day of May The year of Christ 20 22



NOTARIAL STAMP

The executents is / are identified by me

Advocate

Nabendu Narayan Dutta
NABENDU NARAYAN DUTTA
Notary Govt. of India
Siliguri, Dist. Darjeeling



सिलीगुरी, पश्चिम बंगाल WEST BENGAL

54AB 861665

Sekharan jayra
Suif DS

DEED OF AGREEMENT

THIS DEED OF AGREEMENT IS MADE ON THIS THE 31st DAY OF May, 2022 AT SILIGURI.

BETWEEN

Nabendu Narayan Dutta
31/5/22
Nabendu Narayan Dutta
Notary Govt. of India
Siliguri, Darjeeling

AND

2235

Date

26.5.22

Perfect Builders
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Tammy

Govt. Stamp Vendo.
Bagdogra
Lic. No- 546/RM
07 / Darjeeling



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Sukha Ranjan Kar
Sujit Das

1. **SRI SUKHA RANJAN KAR**, son of Kshitish Chandra Kar, 2. **SRI SUJIT DAS**, son of Late Dhiren Chandra Das, all are Hindu by faith, Indian by Citizen, Business by occupation, residing at Raja Ram Mohan Roy Road, East Vivekanandapally, P.O. Rabindra Sarani, P.S. Bhaktinagar, District Jalpaiguri - hereinafter called the "FIRST PARTIES/OWNERS" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) of the FIRST PART.

A N D

"**PERFECT BUILDERS**" a partnership firm, having its office at Raja Ram Mohan Roy Road, East Vivekanandapally, P.O. Rabindra Sarani, P.S. Bhaktinagar, District Jalpaiguri represented by and through its partners 1. **SRI SUKHA RANJAN KAR**, son of Kshitish Chandra Kar, 2. **SRI SUJIT DAS**, son of Late Dhiren Chandra Das, all are Hindu by faith, Indian by Citizen, Business by occupation, residing at Raja Ram Mohan Roy Road, East Vivekanandapally, P.O. Rabindra Sarani, P.S. Bhaktinagar, District Jalpaiguri in the State of West Bengal - hereinafter called the "SECOND PARTIES/DEVELOPER" (which expression shall mean and include unless excluded by or repugnant to the context its successors, executors, legal representatives, administrators and assigns) of the SECOND PART.

WHEREAS the First party are the absolute owner of land measuring 5 Kathas or 0.0825 acres of Mouza Dabgram, J.L.No.2, Sheet No.RS-12, LR-88, Ward No.38 of S.M.C., Plot No.RS-376/733, LR-278/366, Khatian No.RS-370/1, LR-517, P.S. Bhaktinagar, District Jalpaiguri by virtue of a registered Deed of sale being Deed No.4781 dated 11th May, 2022 registered at A.D.S.R.Office Bhaktinagar, district Jalpaiguri and their names has been recorded in L.R.Khatian No.541 of land measuring 0.0412 acres in the name of Sukha Ranjan Kar and L.R.Khatian No.540 the land measuring 0.0412 acres in the name of Sujit Das as fully Described in the Schedule-A below, having permanent heritable and transferable right, title and interest therein, free from all encumbrances and charges whatsoever.

A N D

WHEREAS the First Party desirous to construct a G+3 storied building on the below schedule "A" land consisting of residential flats/apartments/garage/car parking space etc. according to the drawing plans and specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other appropriate authorities according to law but they are not being in a position to put their contemplation and scheme into action due to devoid of technical knowledge and shortage of fund and has approached the Second Parties/Developers to promote/develop the said property by constructing a G+3 storied residential building on their aforesaid land.

A N D

WHEREAS the Second Parties finding the offer of the owners reasonable and relying on the aforesaid facts accepted the offer the owners to Developers/Promote a G+3 storied building under certain terms and conditions as stated hereinafter.

A N D

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Siliguri, Darjeeling



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WHEREAS in order to avoid all future dispute and differences in between the parties, it has been thought fit and proper to put into writing the terms and conditions as mutually agreed by and between the parties.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

- 1] That the Builders will developing the said G+3 storied building in the Schedule below land consisting of several flats and Garage/Covered Parking as per plans, elevations, designs, drawing and specifications approved by appropriate authority.
- 2] That the Second Parties will get the plans, elevations, designs, drawing and specifications approved from appropriate authority within a reasonable time at their own costs.
- 3] That the owners undertake to signify their consent to the plans, elevations, designs, drawing specification etc. as proposed by the Builders and to sign it and all other incidental and necessary papers for approval of the plan.
- 4] That the Second Parties/Developers have offered the First Parties as per prevailing market rate the sum of Rs.90,00,000/- (Rupees Ninety lakhs) only for the Schedule land and the First Parties have accepted the said proposal of the Second Parties and the payment for the said land to be paid by the Second Parties to the First Parties at the time of Registration the Flats and Garages of the G+3 storied building to the intending Purchaser/Purchasers.
- 5] That the First Parties further declares that the below schedule land are not acquisitioned/requisitioned either by the Central Government or State Government and no part of the same is under alignment or have been vested in the Government and title to the property is remaining free from all encumbrances and the First Parties have good marketable and indefeasible title to the same.
- 6] That in pursuance of this agreement, the First Parties shall hand over the possession of the land as fully described in the schedule below to the Second Parties for the purpose of construction of the said Building, the Second Parties shall use the said property for the purpose of construction. They may store the Building materials as per requirement, keep the Guard/Chowkidar or any other staff or may take other security measures.
- 7] That the Second Parties shall bear all expenses that would reasonably be required for the purpose of aforesaid construction.
- 8] That the First Parties and the Second Parties made an agreement on mutual consent on 31st May, 2022 and the Second Parties shall complete the project within 24(Twentyfour) months from the date of execution of this agreement.
- 9] That the common facilities shall mean and include corridors, stairways pathways and other spaces and facilities like stair case, landing, overhead staircase, tube well, passage, pump room overhead tank and other facilities extended by the developers the enjoyment and maintenance of the Building and/or other common facilities as may be provided by the Developers such.



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10] That the First Parties shall have no right to interfere with the construction works save and except the quality of the same and in no case, either negotiate or takes any type of advances from the prospective buyers or nor can make any commitments of any type with any body in respect of sale of the flat and parking to be constructed by the Second Parties.

11] That the Second Parties shall be entitled to take advances from the different parties, during the continuation of construction work, from the intending purchasers of the flats/Garage/Covered Parking space as made/constructed by the Second Parties by executing the agreement to sell to which the first Parties shall have no objection and the First Parties fully consent for the same, and also bound by the First Parties to sign in the said Deed of Agreement for sale which is contracted by the Second Parties.

12] That the Second Parties may advertise in the media for sale of flats/parking of the aforesaid proposed construction.

13] That the First Parties shall not sell or otherwise transfer the below scheduled land to anybody during the pendency of this agreement.

14] That the owners shall not do any act, deed or things whereby the builders may be prevented from enjoying selling assigning and/or disposing of any of the Builder's allocation in the said building on the said land.

15] That the owners shall deliver or cause to be delivered to the builders all the original title deeds relating to the said land simultaneously with the execution of these presents.

16] That if any dispute arises with respect to the right, title and interest of the Schedule land, then the First Parties will be liable to pay for all damage and compensation on account of investments in the said G+3 storied building by the Second Parties.

17] That notwithstanding the foregoing provision, the right to such for specific performance of this contract by one party against the other as per the terms of this agreement shall remain unaffected.

SCHEDULE

ALL THAT PIECE OR PARCEL of homestead land measuring 5 Kathas or 0.0825 acres of Mouza Dabgram, J.L.No.2, Sheet No.RS-12, LR-88, Ward No.38 of S.M.C., Plot No.RS-376/733, LR-278/366, Khatian No.RS-370/1, LR-517 at present L.R.Khatian No.541 and 540, P.S. Bhaktinagar, District Jalpaiguri, in the state of West Bengal and the said property is butted and bounded as follows :

North : 19 feet wide Siliguri Municipal Corporation Road;
South : Land of Shila Bhowal and Star Nirala Apartment;
East : Land of Adyama Bhawan;
West : Land Chitta Ranjan Das and others;

Nabendu Narayan Dutta
Notary Public, India



IN WITNESSES WHEREOF the parties to this Agreement have hereunto sets and subscribed their respective hereto on the day, month and the year first above written.

WITNESSES:

1. *Bapi Chakrabarty*
S/o Malay Chakrabarty
Habimpara Siliguri

Seetha Ranjan K...

Seetha Ranjan K...

SIGNATURE OF THE FIRST PARTIES

For PERFECT BUILDERS
Seetha Ranjan K...

PARTNER

For PERFECT BUILDERS

Seetha Ranjan K...

SIGNATURE OF THE SECOND PARTIES

PARTNER

Prepared by me

Chy

Advocate Siliguri

Nabendu Narayan Dutta
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Siliguri, Darjeeling