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 17/11/17  
 Reg. No. 17/11/17

Certified that the document is admitted to registration. The signature sheets and the endorsement sheets attached with this document are the part of this document.

*[Signature]*  
 District Sub-Registrar  
 Howrah

17 NOV 2017

N. B. HIGHRISE PVT. LTD.  
 Dalit Kumar Goyal  
 Director

**REGISTERED AGREEMENT FOR DEVELOPMENT**

**THIS AGREEMENT FOR DEVELOPMENT** is made on this 14<sup>th</sup> day of November, 2017 **BETWEEN SMT. SHAMPA GHOSH** (Pan-AHXPG3735A) wife of Sri Chiranjib Ghosh, by faith Hindu, by occupation Teaching, residing at village and Post Office Jhorhat, Police Station Sankrail, District Howrah, hereinafter called and referred to as the

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SL. No. 1771 DATE 30/10/17

VALUE 500/- PAISE

NAME N.C. Highrise Pvt. Ltd.

ADDRESS 10/19 Gaha Road, P.O. Ghosuri, P.S. Bally near

STAMP VENDOR - SOUMYA BANERJEE Belur, Howrah  
CIVIL COURT, HOWRAH

*[Handwritten Signature]*

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District Sub-Registrar  
Howrah

17 NOV 2017

REGISTERED AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT BETWEEN...  
of the Group/Club...  
working at...  
District...  
and...

**OWNER/LANGLADY"**(which expression shall Unless excluded by or repugnant to the context be deemed to mean and include her heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART.**

**AND**

**N.B. HIGHRISE PRIVATE LIMITED**, (Pan. -AADCN 8839 N) having its office at 10/19, Guha Road, Ghosuri, P.S. Belur, District Howrah -711107, represented by one of its Director **LALIT KUMAR GOYAL**, (Pan-AENPG8120N) son of Sri Bajrang Lal Goyal, of GC-31, Salt Lake City, Sector-3, Kolkata-700106, hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-office, administrators, representatives and assign) of the **SECOND PART.**

**WHEREAS** one Sri Nikhil Ranjan Ghosh and Niranjana Ghosh both son of Late Fakir Chandra Ghosh was/were the owner and occupier of all that piece and parcel of land measuring 17 Decimal comprised in C.S/R.S. Dag No.630, L.R. Dag No.675 as well as land measuring 8 Decimal comprised in C.S/R.S. Dag No.631, L.R. Dag No.676, both under P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District- Howrah.

**AND WHEREAS** said Sri Nikhil Ranjan Ghosh died intestate leaving behind him his widow Smt Uma Bala Ghosh, three sons namely Amitabh Ghosh, Nalini Ranjan Ghosh and Nalinakhya Ghosh who inherited the property from their predecessor and recorded their names in the L.R. Record of right under L.R. Khatian No.325, 139, 1098 and 1100 respectively.

**AND WHEREAS** said Smt. Uma Bala Ghosh died intestate leaving behind her share of property comprised in L.R. Dag No.325 and thus her share of property duly inherited by her surviving three sons namely Amitabh Ghosh, Nalini Ranjan Ghosh and Nalinakhya Ghosh in equal share.

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**AND WHEREAS** thereafter Nalini Ranjan Ghosh being the owner of 1/3<sup>rd</sup> share of property comprised in L.R. khatian No. 1098 died bachelor and thus the surviving brothers of him namely Amitabh Ghosh and Nalinakhya Ghosh inherited and became joint owners having ½ share each of them in Khatian No.1098. It be stated that said Amitabh Ghosh and Nalinakhya Ghosh were also been the owner of land in L.R. Khatian No.139 and 1100 respectively.

**AND WHEREAS** Nalinakhya Ghosh became the sole owner of land comprised in the L.R. record of right under L.R. Khatian No.1100 and ½ share in L.R. Khatian No.1098 (of his brother Naliniranjan Ghosh) and also ½ share in L.R. Khatian No.325(of his mother Umabala Ghosh).

**AND WHEREAS** said Nalinakhya Ghosh also died leaving behind him his widow Smt Shyamoli Ghosh, two son namely Chiranjib Ghosh and Surajit Ghosh as his legal heirs and successors who inherited the property left by their predecessor Nalinakhya Ghosh being entire property in L.R. Khatian No.1100, ½ share in L.R. Khatian No.325 and also ½ share in L.R. Khatian No.1098.

**AND WHEREAS** said Sri Amitabh Ghosh duly mutated his name in respect of his entire property (inherited from father, mother and elder brother) as refereed above as owner and occupier in separate L.R. Khatian No.139 being the whole share inherited from father and ½ share in L.R. Khatian No.325 and also ½ share in L.R. Khatian No.1098.

**AND WHEREAS** after mutation of the aforesaid property as referred above Sri Amitabh Ghosh died intestate leaving behind him his widow Smt Rekha Ghosh and a daughter Kumari Smritikona Ghosh who jointly inherited the property left by their predecessor Amitabh Ghosh being entire property in L.R. Khatian No.139, ½ share in L.R. Khatian No.325 and also ½ share in L.R. Khatian No.1098.

**AND WHEREAS** aforementioned Niranjan Ghosh who also inherited property from his father who died intestate leaving behind him his two sons namely Chitaranjan Ghosh and Priya Ranjan Ghosh who inherited the property from

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their predecessor and recorded their names in the L.R. Record of right under L.R. Khatian No.763 and 1479 respectively.

**AND WHEREAS** Chittaranjan Ghosh after recording his name in L.R. Khatian No.1479, died intestate leaving behind his only son Debrata Ghosh who inherited the property of his predecessor Sri Chittaranjan Ghosh, since deceased.

**AND WHEREAS** in the like manner Priya Ranjan Ghosh after recording his name in L.R.R.O.R. died intestate leaving behind his wife Komolika Ghosh who inherited the property of his predecessor/husband Sri Priya Ranjan Ghosh, since deceased.

**AND WHEREAS** in the manner aforesaid Chiranjib Ghosh, Surajit Ghosh, Smt Shyamoli Ghosh, Smt Rekha Ghosh, Kumari Smritikona Ghosh, Debrata Ghosh and Somolika Ghosh became the joint owners and occupiers of property comprised in L.R.DagNo.675 and 676 having their respective Khatians.

**AND WHEREAS** Chiranjib Ghosh and six others sold transferred and conveyed all that 4.70 Decimal of Land in L.R. Dag No.675 and they also sold 2.30 Decimal of Land in L.R. Dag No.676 in favour of the Owner herein by dint of a registered Deed of Sale duly registered with the office of Additional District Sub Registrar, Ranihati and recorded in Book No.1, Volume No.0503-2015, pages from 25311 to 25339, being No.050303313 for the year 2015.

**AND WHEREAS** the legal heirs of Late Chittaranjan Ghosh and Priyaranjan Ghosh namely Debrata Ghosh and Smt.Komolika Ghosh further sold transferred and conveyed 03.08 decimal of land comprised in L.R.Dag No.672, R.S. Dag No.627 in favour of Smt. Shampa Ghosh being the owner herein by dint of a Bengali Saf Bikroy Kobala duly registered before the office of A.D.S.r, Ranihati and recorded in Book No.1, Volume No.0503-2015, Page from 31712 to 31736, bring No.050303702 for the year 2015.

**WHEREAS** one Sri Nayan Ranjan Ghosh son of Late Fakir Chandra Ghosh was the owner and occupier of all that piece and parcel of land measuring 56

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Decimal comprised in R.S. Dag No.632, L.R. Dag No.677 under P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah.

**AND WHEREAS** said Sri Nayan Ranjan Ghosh died intestate leaving behind him his three sons namely Gobind Ghosh, Gopal Ghosh and Arbind Ghosh who inherited the property from their predecessor and recorded their names in the L.R. Record of right under L.R. Khatian No.686, 668 and 26 respectively.

**AND WHEREAS** after recording of name in L.R.R.O.R. under L.R. Khatian No.668 by the Gopal Ghosh he died intestate leaving behind him his widow Smt Sandhya Ghosh and one son Krishanjan Ghosh as his successors who jointly inherited the property left by Gopal Ghosh.

**AND WHEREAS** in the like manner after recording of name in L.R.R.O.R. under L.R. Khatian No.686 by the Gobind Ghosh he died intestate leaving behind him his widow Smt. Ruby Ghosh and one son Debanjan Ghosh as his successors who jointly inherited the property left by Gobind Ghosh but after passes of time Smt. Ruby Ghosh also died leaving behind her son Debanjan Ghosh as his successors who became the owner of entire property in L.R. Khatian No.686.

**AND WHEREAS** after passes of sometime and also after recording of name in L.R.R.O.R. under L.R. Khatian No.26 by the Arbind Ghosh he died bachelor and thus his share of property devolved upon Krishanjan Ghosh and Debanjan Ghosh being the sons of his two brother.

**AND WHEREAS** in the manner aforesaid Smt. Sandhya Ghosh, Krishanjan Ghosh and Debanjan Ghosh became the owners of property comprised in L.R. Dag No.677 and they through their attorney Chiranjib Ghosh (iv-277 for the year 2015, A.D.S.R, Ranihati) sold transferred and conveyed land measuring 5.85 decimal as well as 03 decimal of land in favour of the Owner herein. Out of the aforesaid land the land measuring 5.85 decimal sold by dint of a registered Deed of Sale duly registered with the office of Additional

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District Sub Registrar, Ranihati and recorded in Book No.1, Volume No.0503-2015, pages from 29965 to 29983, being No.050303612 for the year 2015 and the remaining land measuring 03 decimal sold by dint of a registered Deed of Sale duly registered with the office of Additional District Sub Registrar, Ranihati and recorded in Book No.1, Volume No.0503-2015, Page from 31712 to 31736, being No.050303702 for the year 2015.

**AND WHEREAS** after such aforesaid three Bengali Saf Bikroy Kobala Smt. Sampa Ghosh stood owner and occupier of all that piece and parcel of land measuring 4.70 Decimal of Land in L.R. Dag No.675 and 2.30 Decimal of Land in L.R. Dag No.676 and 8.85 Decimal of land in L.R. Dag No.677 and 3.08 Decimal of Land in L.R. Dag No.672, measuring in total about 19 Decimal but as per L.R. R.O.R. is about 22 Decimal.

**AND WHEREAS** after such aforesaid purchase Smt. Sampa Ghosh mutated her name in the L.R.R.O.R. as Rayat under a separate L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah which hereinafter referred to as the "SAID PROPERTY" of the owner herein.

**AND WHEREAS** due to lack of maintenance and other bonafide reasons the Landlady intends to develop her property but due to short of knowledge and experience the owner is unable to develop the land having come to know about the Developer and after discussion with him he/Developer has been agreed to develop the land on the terms and condition as stated hereinafter.

**AND WHEREAS** the total area of property as per Deeds is 19 Decimal (more or less) but as per L.R. R.O.R. is about 22 Decimal comprised in L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District-Howrah as more fully and particularly described in the FIRST SCHEDULE, herein under and hereinafter called the "SAID PROPERTY".

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**AND WHEREAS** the Developer/Second Party having good experience in the matter of development of land and building the First Party/Owner offered to the Developer/promoter for making construction upon the "SAID PROPERTY" and the second party/Developer accepted the offer of the first party/Owner for erecting the development work in the schedule mentioned property at his own cost and expenses subject to the terms and condition in accordance with law mentioned herein below.

**AND WHEREAS** upon agreeing on the condition mentioned above, the owner/First Party herein desirous to construct G+4 new masonry building upon the said property and the owner also desire to enter into agreement for the developing the said property with a formulated scheme and it has been settled that all terms and conditions should be fully embodied so that there should not be any confusion towards the said Agreement and development of the said property.

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

**ARTICLE - Definition**

Unless in these presents it is repugnant to or inconsistent the following words and/expression shall mean as hereinafter mentioned.

**1.1. OWNER** shall mean the above named owner/landlady and her heirs, executors, administrators, legal representatives and assigns.

**1.2. DEVELOPER** shall mean the above named developer or any other company formed by the above named Developer having respective office and license as would be required for such company and its successors-in-office.

**1.3. THE PROPERTY** shall mean the above mentioned land which hereunder written in the First Schedule mentioned property comprised L.R Khatian No. 5018, P.S. Sankrail, Mouza Jhorhat, J.L.No.30, under Jhorhat Gram Panchayet, District- Howrah more fully described in the First Schedule hereunder written.

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1.4. **THE BUILDING** shall mean the building to be constructed on the said property in accordance with the building plan to be sanctioned by the authority of Jhorhat Gram Panchayet at the cost of the developer.

1.5. **THE UNIT** shall mean the partly or wholly constructed flat/ apartment / shop in the building (which is agreed to be completed by second party/ Developer) and also include a proportionate share in common portions of the said property and structure whatsoever the case may be.

1.6. **PROPORTIONATE OR PROPORTIONATE PORTION OR PROPORTIONATELY** shall mean the ratio between the built up area of the unit and the total constructed portion within the said property which is the undivided share in the land comprised in the premises held by the owner.

1.7. **THE COMMON AREAS AND PORTION** shall mean and include the common portions to be made and erected for convenience of the intending purchaser and/or lawful occupiers like stair cases, roof, all passages leading to the building caretaker room, meter box room, water lifting room etc.

1.8. **THE ARCHITECT** shall mean such architect or Architects appointed by the Developer as Architect for the building or such other Architect or Architects a may be appointed by the Developer.

1.9. **SALEABLE SPACE** shall mean the space in the building available for independent use and occupation after making due provisions for common areas common portions and facilities and space required therefore.

1.10. **OWNER' ALLOCATION** shall mean the owner will be allocated over 28% of the sanctioned area in each and every floor of the proposed five storied building and thereafter 25% area beyond the sanctioned area exclusive of the common areas and portions for common use and enjoyment, including the proportionate share of right, title and interest in common facilities including the right using the said facilities with right to the undivided proportionate impartible share in the land. The specific share of the owners will be allotted within reasonable time after the

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Sanction plan of the proposed building is obtained from the Jhorhat Gram Panchayet.

**1.11. DEVELOPERS' ALLOCATION** shall mean the 72% of the total sanctioned area and thereafter 75% area beyond the sanctioned area and/or after allocation of the over share in the proposed building at the said property together with proportionate share of right, title and interest in common areas, facilities and amenities having right of the undivided proportionate impartible share in the land with all right of the Developer to negotiate to sale out the said allocable portion either to the intending purchaser or purchaser for adjustment of its expenditure and investment of the finance for raising the said construction at the said property.

**1.12. TRANSFEREE** shall mean the person or person, firm, limited company or association to the person or whom any space in the building shall be transferred.

**1.13. WORD IMPORTING SINGULAR** shall include plural and vice-versa.

**1.14. WORD IMPORTING MASCULINE GENDER** shall include feminine and neutral genders, likewise words importing feminine gender shall mean and include masculine and neutral genders and similarly words importing neutral gender shall include masculine and feminine gender.

**1.15. THE DATE OF DELIVERY** shall mean and include the date of which the owner shall hand over the vacant possession of the property to the Developer for starting the construction work at the said property as before or after sanctioned plan.

**1.16. SANCTIONED PLAN** shall mean and include the new building plan to be sanctioned by the competent authority.

**1.17. STATUTE PORTION** shall mean and include the portion which is to be allocated in favour of the Developer by this presents.

**ARTICLE-II :- commencement**

**2.1.** This agreement shall be deemed to have commenced on and from the date of physical construction of Development work.

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**ARTICLE -III :-Owners' Right and Representations**

3.1. The Owner absolutely seized and possessed of and/or otherwise well and sufficiently entitled to enjoy and transfer the her allocable share or any part thereof.

3.2. There is no excess vacant land in the said property within the meaning of the Urban Land (Ceiling & Regulation) Act, 1976.

3.3. there is no legal bar, or impediment otherwise for the owners to obtain certificate or certificates from the Income Taxes Authority as per the provisions of the Income Tax Act or other consents and permission those may be required but the developer shall be responsible for payment of Income Tax according to progress of construction save the except the Owner's allocation/portion and sale to the intending purchaser.

3.4. That the total area comprised in the said property is measuring about 22.10 Decimal a little more or less.

3.5. That the Owner undertakes to handover the peaceful and vacant possession of the property for the purpose of raising the new construction at the "SAID PROPERTY" by the Second party/Developer after execution of the Agreement.

3.6. That the Owner further undertakes to execute a registered General Power of Attorney in favour of the Second Party/Developer, thereby the land owner will give the Developer/Second Party all the powers required for the purpose of making such construction at their own cost as well as the power to negotiate for and make register deeds, documents, whatsoever, required in respect of Developers allocation/portion i.e. to say the limit of 68% of saleable area, as mentioned in clause 1.11 above along with land share for such constructed area without any interference or obstruction of the owners. **ARTICLE -IV : Developer's right**

4.1. That on the power and by virtue of this Agreement, the Developer/ Second Party is hereby empowered to raise the construction at the above mentioned property by investing its own finance and resource and undertake

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to erect the said building. The building plan, soil testing and whatever expense necessary for sanction of building plan at its own cost, etc shall be incurred by the Developer.

**4.2.** That the Second Party is hereby empowered to suitably modify or alter the sanctioned plan as and when required and submit the same for approval of the Jhorhat Gram Panchayet.

**4.3.** That the Second Party /Developer herein shall have its right to exploit its own allocation up to the limit of 72% of total sanctioned area, as mentioned above and will sell the same with due possession to the intending purchaser and side by side the Developer shall also hand over possession of the complete constructed area of the Owner's allocation up to the limit of 28% of the sanctioned area in each and every floor of the proposed five storied building and thereafter 25% share over the beyond sanctioned area.

**4.4.** The Developer/Second Party shall have right to name the new constructed building with the mutual consent of the Owner.

**4.5.** The Developer/Second Party shall be entitled to appoint own labours, masons, contractor, builder, engineer, architect for necessary raising of the new construction but in doing so all expenses with regard to such appointed persons shall be borne by the Second Party/Developer and all the risk and liability together with all responsibility shall remain with the Developer/Second Party and to that effect the Owner/First Party shall never be liable or responsible for any debts, payments, misappropriation of any money or anything whatsoever, eventuality takes place at the time or after construction completed and hand over to the respective purchaser. The Second Party/Developer and the owner shall jointly remain liable for any litigation or for any matter relating to the building but in case of defects in title the same shall be solved by the land owner only.

**4.6.** That the Developer/Second Party for the purpose of raising the said construction shall have their absolute right to enter into any Agreement for

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of flats and apartment together with the shop room in respect of his own allotted portions, as mentioned above, and to that effect he shall be entitled to receive the earnest money from the intending Purchasers together with all advance thereof but at all material time the owner shall not be liable for such advance or earnest money. That the said Earnest Money accepted by the Second Party/Developer shall remain charges only with the Developer's share as mentioned above, remain unaffected and non-charged and no Purchaser shall have any right to interfere with the portion of the Owner for any misappropriation of any money by the Second Party/Developer.

**4.7.** The Second Party/Developer shall have right to register the Deed of Conveyance in respect of its own allocation, as mentioned above.

**4.8.** The Second Party/Developer shall have right to use the old building materials while the same would be demolished in order to compensate the cost of such demolition.

**4.9.** The Owner undertakes to convey a registered Power of attorney in favour of the Second Party/Developer.

**ARTICLE -V : Developers' Right and Representation**

**5.1.** The Developer hereby undertake the responsibility to get the Plan sanctioned from the Jhorhat Gram Panchayet and to start construction of the building and to complete the whole complex within lump sum time of 3(Three) Years from the date of physical development work at the site and the Developer shall give complete possession of the Owners' allocation as agreed above.

**5.2.** To prepare and cause the said plan to be sanctioned and to incur and bear all costs, charges and expense for preparation, design and sanctioning of the said plan by the Developer.

**5.3.** At his own cost to obtain all necessary permission and /or approval and consent.

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5.4. To incur and pay all cost charges and expenses for obtaining, the permission from the Authority/ Authorities concerned.

5.5. To bear all costs charges and expenses for construction of the building at the said premises

**ARTICLE - VI : Procedure**

6.1. The owner shall grant to the Developer a registered General Power of Attorney as would be required for the purpose of obtaining the Building sanction plan and all other necessary permission from the different authorities in connection with the construction of the building and also for pursuing the follow up of the matter with the statutory body and other authorities.

**ARTICLE -VII: Construction**

7.1. The Developer shall be solely and exclusively responsible for construction of the said building.

**ARTICLE -VIII : Building**

8.1. The Developer shall at his own cost construct, erect and complete the G+4 building and the common facilities and also amenities at the said premises with good and standard quality of materials and on testing the soil of the premises and on getting approval of the soil test report from the Appropriate Authority.

8.2. The Developer shall install and erect in the said building at his own as per the specification and also as per drawings provided by the Architect, Pump water storage tanks, overhead reservoirs, electrification, permanent electric connection from the West Bengal State Electricity Board and electrification in the building and also in the respective flats through wirings and other facilities as are required to be provided in a residential multi-storied building in Jhorhat in ownership basis or otherwise.

8.3. The Developer shall borne the entire cost of construction including Architect's fees and fees for building Plan to be sanctioned from the

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for that Gram Panchayet without creating any financial or other liabilities on the owners regarding the construction.

8.4. The Developer shall complete the building with outside plastering and colorings of the building in total complete condition.

**ARTICLE -IX : Common Facilities**

9.1. The Developer shall pay and bear all Gram Panchayet Taxes and other dues and impositions and outgoing in respect of the said premises accruing due on and from the date of sanction of the building plan till handover the possession within the stipulated period in favour of the Owner as well as other flat owners. But if any dues like Panchayet Tax, dues to WBSEDCL etc, paid by the Developer of the previous due all such payment shall be adjusted from the Owners' Allocation or the Owner will refund the same without interest to the Developer before handing over possession to the Owners' Allocation by the Developer in the newly constructed building.

9.2. After the completion of the total construction, the Developer and the Owner including their respective assignees will bear the cost of common facilities and maintenance charges like cost of caretaker, pumps motor and electric charges in the common areas in proportion of their respective possession including proportionate share of premium for the insurance of the building, if any, water fire and scavenging charges etc.

**ARTICLE - X : Legal Proceedings**

10.1. It is hereby expressly agreed by and between the parties hereto that it shall be the responsibility of the Developer as well as Owner to defend all actions, suits and proceedings, which may arise in respect of the development of the said premises but not touching the right, title and interest of the land under development and all costs, charges and expenses incurred for that purpose with the approval of the owner shall be borne and paid by the Developer alone.

**ARTICLE -XI Developer's Indemnity**

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11.1. The Developer hereby undertake to keep the Owner's indemnified against all third party claim and action arising out of any sorts of act of commission of the Developer or relating to the construction of the building including the Government machineries, police action etc, on and from the date of Agreement.

11.2. The Developer hereby undertakes to keep the Owners' indemnified against all acts, suits, costs, proceeding and claims that may arise out of the Developer actions with regard to the development of the said premises and/or in the manner of construction of the said building.

**ARTICLE -XII Miscellaneous**

12.1. The Owner and the Developer have entered into this Agreement purely on contractual basis and nothing contained herein shall be deemed to construe as partnership between the Developer and Owner or as a joint Venture between the parties hereto in any manner nor shall the parties hereto constitutes as an Association or persons.

12.2. The Owner hereby undertakes to do all such acts, deeds, matters and things that may be reasonably required to be done in the matter and Owner shall execute any such additional Power of Attorney and/or authorization in favour of the Developer for the purpose and 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 and matters and things do not in any way infringe the right of owner and/or against the spirit of this Agreement.

12.3. The Developer in consultation with the Owner shall frame a scheme for the management and administration of the said building and /or common parts thereof. The Owner hereby agrees to abide by the Rules & Regulation of such Management Society, Association, Holding Organization and hereby give her consent to abide by the same.

12.4 It is expressly agreed by the Owner that at all times she will not cancel the instant Agreement within the stipulated of this Agreement and

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If the Owner wishes to cancel the Agreement within the stipulated period, then the Owner shall have to pay the entire expenses incurred by the Developer along with statutory interest per annum of the total investment and the expected profit which shall be ascertained by an expert valuer at that time and such compensation shall be made clear at once at the time of cancelation of the Agreement, otherwise the Agreement shall stand valid.

**12.5.** The name of the building shall be decided later on by parties on mutual understanding.

**12.6.** On and from the date of completion of the building, the Developer and/or their transferees and the Owner and/or his/her transferees and his/her successors shall be liable to pay and bear proportionate charges on account of ground rent and Wealth Tax and other taxes payable in respect of their respective areas and/or share of the constructed area.

**12.7.** There is no existing Agreement regarding development or sale of the said premises and that all other arrangements, if any, prior to this Agreement have been canceled and are being suspended by this Agreement.

**12.8.** The Developer will demolish the existing structure at his own costs.

**12.9.** Settlement with the Tenants and rehabilitation of the Tenants if any will be responsibility of both the Developer and Owner and the area of the Tenants will be adjusted from the Owner's allocation.

**12.10.** This Agreement is binding upon all the legal heirs and successors of both the parties.

**12.11.** All existing tenants if any to be provided within the allocable areas of the Owners'.

**ARTICLE -XIII : Force Majeure**

**13.1.** The Developer shall not be considered to be liable to any obligation hereunder to the extent that the performance of the relevant obligations are prevented by the existence of the Force Majeure and shall be suspended from the obligations during the duration of the Force majeure.

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13.2. Force Majeure shall mean flood, earthquake, riot, war, tempest, civil commotion, strike and/or any other act or commission beyond the reasonable control of the Developer.

13.3. It is also hereby agreed by and between the parties that the time will be extended in the event of any defect in title and/or any encumbrances arise upon the Owners' title which may curable and rectifiable.

**ARTICLE -XIV : SECURITY/DOWN PAYMENT**

The owner shall be given a sum of Rs.30,00,000/- (Rupees Thirty Lac) as refundable security amount by the Developer and out of which a sum of Rs. 5,00,000/- (Rupees Five Lac) <sup>will be paid at the time of sanction letter</sup>

registration of this agreement and at the time of registration the owner further receive the balance amount of Rs. 25,00,000/- vide three Chqs bearing Chq No. "077109" for Rs. 16,00,000/- drawn on IDBI Bank D.A. 15.11.12 and Chq No. "077110" for Rs. 03,00,000/- drawn on IDBI Bank D.A. 15.11.12 and Chq No. "077111" for Rs. 06,00,000/- drawn on IDBI Bank D.A. 15.11.12. It is need less to mention that Owner is bound to return back the aforesaid amount of Rs.30,00,000/- (Rupees Thirty Lac) at once after getting her allocable share.

**ARTICLE -XV : Arbitration**

15.1. If at any time any dispute shall arise between the parties hereto regarding the construction or meaning of any of the terms and conditions herein contained or touching these presents or determination of any liability of any the parties under this Agreement, the same shall be referred to the Joint Arbitrators and their joint decision shall be deemed to be a reference within the meaning of the Indian Arbitration & Reconciliation Act, 1996 or any statutory enactment or modification hereunder and the said Arbitrators will be nominated by each of the parties. In case of difference with the reference of the Joint Arbitrators to be appointed by the respective parties, the Joint Arbitrators will appoint an umpire and their decision will be final and binding upon the respective parties but no in no

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Latit Kumar Goyal

Latit Kumar Goyal

Case either of the parties shall be entitled to stop the progress of the construction or development of the said premises until such time and the award is given by the Arbitrators or the Umpire, as the case may be.

### **FIRST SCHEDULE ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land use as Bastu measuring more or less 19 Decimal but as per L.R.R.O.R. about 22.10 decimal with 1000 Sft. old dilapidated pucca structures standing thereon all comprised in L.R. Khatian No.5018, and recorded in as L.R. Dag No.672 (3.1 decimal), 675 (5 decimal), 676 (2 decimal) and 677 (12 decimal), J.L. No. 30, Mouza Jhorhat/Jhorehat, P.S. Sankrail, under Jhorhat/Jhorehat Gram Panchayet, Dist Howrah, with right to use the attached common passage and other easements and amenities attached to the property under development and the same being butted and bounded as follows :-

- On the North : 16'-6" wide common passage.
- On the South : S.E. Railway.
- On the East : Dag No.632 and S.E. Railway.
- On the West : C.C. Paul Sarani.

### **SECOND SCHEDULE ABOVE REFERRED TO**

Owner will be allocated up to 28% of the total sanctioned area in each and every floor of the proposed five storied building and thereafter 25% area over the beyond sanctioned area and her allocable portion will be allocated as per Article-I Para 1.10 with right to use the common areas and portions.

### **THIRD SCHEDULE ABOVE REFERRED TO**

- 1) Water line connection to each bath room & kitchen.
- 2) Provision of taps in the kitchen 1 tap sink and 1 tap extra.
- 3) 1 tap with pan, 1 shower and 1 tap in the bath room
- 4) 1 tap and 1 basin in dining room.

Contd.....

- 6) Electric lines (casting wiring)
  - (i) Bed room - 4 points (1 for Light, 1 for fan, 1 bracket and plug point).
  - (ii) Kitchen - 3 points (1 for tube, 1 for exhaust fan, 1 plug point).
  - (iii) Bath room - 2 points (1 tube & 1 exhaust fan).
  - (iv) Dining space - 5 points (1 fan, 1 tube, 1 bracket, 2 power plug for fridge and T.V.).
- 7) Doors - Made of flush door with ply.
- 8) Windows - Aluminium Sliding.
- 9) Floors - Tiles flooring
- 10) Kitchen - 2' tiles as on black stone.
- 11) A coating of plaster of Paris of the interior walls of the flat.
- 12) Any extra mode of work apart from point 1 to 11 shall be at the exclusive cost of the Owner as well as prospective purchaser/s.

**IN WITNESS WHERE OF** the Parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

**WITNESSES :-**

1. *S. Singh*  
*Head Clerk*

*Shampa Ghosh*

**Signature of the Owner**

N. B. HIGHRISE PVT. LTD.

2. *Saukar Paul*  
*Head Clerk*

*Lalit Kumar Garg*  
**Signature of the Developer**

Drafted by me  
prepared at my Office.

*M. S. Chandra Chatterjee*  
Advocate NO/268/1995





Lalit Kumar Goyal

	LITTLE FINGER	RING FINGHRE	MIDDLE FINGHER	FORE FINGHER	THUMB
LEFT HAND					
	THUMB	FORE FINGHER	MIDDLE FINGHER	RING FINGHER	LITTLE
RIGHT HAND					



Shampa Ghosh

	LITTLE FINGER	RING FINGHRE	MIDDLE FINGHER	FORE FINGHER	THUMB
LEFT HAND					
	THUMB	FORE FINGHER	MIDDLE FINGHER	RING FINGHER	LITTLE
RIGHT HAND					



	LITTLE FINGER	RING FINGHRE	MIDDLE FINGHER	FORE FINGHER	THUMB
LEFT HAND					
	THUMB	FORE FINGHER	MIDDLE FINGHER	RINGH FINGGER	LITTLE
RIGHT HAND					

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### Major Information of the Deed

Deed No :	I-0501-10470/2017	Date of Registration	17/11/2017
Deed No / Year	0501-0001478893/2017	Office where deed is registered	
Deed Date	30/10/2017 7:48:51 PM	D.S.R. HOWRAH, District: Howrah	
Applicant Name, Address & Other Details	D Sharma Thana : Howrah, District : Howrah, WEST BENGAL, Mobile No. : 9830621873, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4305] Other than Immovable Property, Declaration [No of Declaration : 1], [4311] Other than Immovable Property, Receipt [Rs : 25,00,000/-]		
Set Forth value	Market Value		
Rs. 4,00,000/-	Rs. 1,16,24,924/-		
Stamp duty Paid(SD)	Registration Fee Paid		
Rs. 20,011/- (Article:48(g))	Rs. 25,046/- (Article:E, E, B, M(b), H)		
Remarks			

### Land Details :

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat

Sch No	Plot Number	Khatian Number	Land Use Proposed	Land Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	LR-672	LR-5018	Bastu	Bastu	3.1 Dec	1,00,000/-	15,25,442/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road.
L2	LR-675	LR-5018	Bastu	Bastu	5 Dec	1,00,000/-	24,60,390/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road.
L3	LR-676	LR-5018	Bastu	Bastu	2 Dec	50,000/-	9,84,156/-	Width of Approach Road: 2 Ft., Adjacent to Metal Road.
L4	LR-677	LR-5018	Bastu	Bastu	12 Dec	1,00,000/-	59,04,936/-	Width of Approach Road: 17 Ft., Adjacent to Metal Road.
TOTAL :					22.1Dec	3,50,000 /-	108,74,924 /-	
Grand Total :					22.1Dec	3,50,000 /-	108,74,924 /-	

### Structure Details :

Sch No	Structure Details	Area of Structure	Setforth Value (In Rs.)	Market value (In Rs.)	Other Details
S1	On Land L1, L2, L3, L4	1000 Sq Ft.	50,000/-	7,50,000/-	Structure Type: Structure
Gr. Floor, Area of floor : 1000 Sq Ft., Residential Use, Cemented Floor, Age of Structure: 5 Years, Roof Type: Pucca, Extent of Completion: Complete					
Total :		1000 sq ft	50,000 /-	7,50,000 /-	

**Details :**

Name, Address, Photo, Finger print and Signature

Name	Photo	Fingerprint	Signature
<b>Smt Shampa Ghosh (Presentant)</b> Wife of Mr. Chiranjib Ghosh Executed by: Self, Date of Execution: 17/11/2017 , Admitted by: Self, Date of Admission: 17/11/2017 ,Place : Office			
17/11/2017	LTI 17/11/2017	17/11/2017	
Jhorhat, P.O:- Jhorhat, P.S:- Sankrall, District:-Howrah, West Bengal, India, PIN - 711302 Sex: Female, By Caste: Hindu, Occupation: House wife, Citizen of: India, PAN No.:: AHXPG3735A, Status :Individual, Executed by: Self, Date of Execution: 17/11/2017 , Admitted by: Self, Date of Admission: 17/11/2017 ,Place : Office			


**Developer Details :**

Sl No	Name, Address, Photo, Finger print and Signature
1	<b>N B Highrise Private Limited</b> 10/19, Guha Road, P.O:- Ghusuri, P.S:- Bally, District:-Howrah, West Bengal, India, PIN - 711107 , PAN No.:: AADCN8839N, Status :Organization, Executed by: Representative

**Representative Details :**

Sl No	Name, Address, Photo, Finger print and Signature												
1	<table border="1"> <thead> <tr> <th>Name</th> <th>Photo</th> <th>Finger Print</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td> <b>Mr Lalit Kumar Goyal</b>                      Son of Mr. Bajrang Lal Goyal                      Date of Execution - 17/11/2017, , Admitted by: Self, Date of Admission: 17/11/2017, Place of Admission of Execution: Office                 </td> <td>  </td> <td>  </td> <td>  </td> </tr> <tr> <td>Nov 17 2017 1:07PM</td> <td>LTI 17/11/2017</td> <td>17/11/2017</td> <td></td> </tr> </tbody> </table>	Name	Photo	Finger Print	Signature	<b>Mr Lalit Kumar Goyal</b> Son of Mr. Bajrang Lal Goyal Date of Execution - 17/11/2017, , Admitted by: Self, Date of Admission: 17/11/2017, Place of Admission of Execution: Office				Nov 17 2017 1:07PM	LTI 17/11/2017	17/11/2017	
Name	Photo	Finger Print	Signature										
<b>Mr Lalit Kumar Goyal</b> Son of Mr. Bajrang Lal Goyal Date of Execution - 17/11/2017, , Admitted by: Self, Date of Admission: 17/11/2017, Place of Admission of Execution: Office													
Nov 17 2017 1:07PM	LTI 17/11/2017	17/11/2017											
GC 31 Salt Lake City, P.O:- Bidhannagar, P.S:- Bidhannagar, District:-North 24-Parganas, West Bengal, India, PIN - 700106, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AENPG8120N Status : Representative, Representative of : N B Highrise Private Limited (as director)													

**Identifier Details :**

Name & address
Mr S Nandi Son of Mr. S Nandi Howrah, P.O:- Howrah, P.S:- Howrah, District:-Howrah, West Bengal, India, PIN - 711101, Sex: Male, By Caste: Hindu, Occupation: Law Clerk, Citizen of: India, , Identifier Of Smt Shampa Ghosh, Mr Lalit Kumar Goyal

17/11/2017

Transfer of property for L1		
Sl.No	From	To. with area (Name-Area)
1	Smt Shampa Ghosh	N B Highrise Private Limited-3.1 Dec
Transfer of property for L2		
Sl.No	From	To. with area (Name-Area)
1	Smt Shampa Ghosh	N B Highrise Private Limited-5 Dec
Transfer of property for L3		
Sl.No	From	To. with area (Name-Area)
1	Smt Shampa Ghosh	N B Highrise Private Limited-2 Dec
Transfer of property for L4		
Sl.No	From	To. with area (Name-Area)
1	Smt Shampa Ghosh	N B Highrise Private Limited-12 Dec
Transfer of property for S1		
Sl.No	From	To. with area (Name-Area)
1	Smt Shampa Ghosh	N B Highrise Private Limited-1000.00000000 Sq Ft

## Land Details as per Land Record

District: Howrah, P.S:- Sankrail, Gram Panchayat: JHORHAT, Mouza: Jhorhat

Sch No	Plot & Khatian Number	Details Of Land
L1	LR Plot No:- 672(Corresponding RS Plot No:- 627), LR Khatian No:- 5018	Owner:শম্পা ঘোষ, Gurdian:চিরসীব, Address:নিজ, Classification:বাড়, Area:0.03100000 Acre,
L2	LR Plot No:- 675(Corresponding RS Plot No:- 630), LR Khatian No:- 5018	Owner:শম্পা ঘোষ, Gurdian:চিরসীব, Address:নিজ, Classification:বাড়, Area:0.05000000 Acre,
L3	LR Plot No:- 676(Corresponding RS Plot No:- 631), LR Khatian No:- 5018	Owner:শম্পা ঘোষ, Gurdian:চিরসীব, Address:নিজ, Classification:বাগান, Area:0.02000000 Acre,
L4	LR Plot No:- 677(Corresponding RS Plot No:- 632), LR Khatian No:- 5018	Owner:শম্পা ঘোষ, Gurdian:চিরসীব, Address:নিজ, Classification:বাড়, Area:0.12000000 Acre,

Endorsement For Deed Number : I - 050110470 / 2017

On 17-11-2017

**Certificate of Admissibility(Rule 43,W.B. Registration Rules 1962)**

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

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

Presented for registration at 12:29 hrs on 17-11-2017, at the Office of the D.S.R. HOWRAH by Smt Shampa 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 1,16,24,924/-

27/11/2017 Query No:-05010001478893 / 2017 Deed No : I - 050110470 / 2017, Document is digitally signed.



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

Execution is admitted on 17/11/2017 by Smt Shampa Ghosh, Wife of Mr Chiranjib Ghosh, Jhorhat, P.O: Jhorhat, Ankrail, Howrah, WEST BENGAL, India, PIN - 711302, by caste Hindu, by Profession House wife  
Indetified by Mr S Nandi, . . Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, . Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

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

Execution is admitted on 17-11-2017 by Mr Lalit Kumar Goyal, director, N B Highrise Private Limited (Private Limited Company), 10/19, Guha Road, P.O:- Ghusuri, P.S:- Bally, District-Howrah, West Bengal, India, PIN - 711107  
Indetified by Mr S Nandi, . . Son of Mr S Nandi, Howrah, P.O: Howrah, Thana: Howrah, . Howrah, WEST BENGAL, India, PIN - 711101, by caste Hindu, by profession Law Clerk

**Payment of Fees**

Certified that required Registration Fees payable for this document is Rs 25,046/- ( B = Rs 25,000/- ,E = Rs 14/- ,H = Rs 28/- ,M(b) = Rs 4/- ) and Registration Fees paid by Cash Rs 0/-, by online = Rs 25,046/-  
Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 17/11/2017 11:21AM with Govt. Ref. No: 192017180114628651 on 17-11-2017, Amount Rs: 25,046/-,  
Bank: IDBI Bank ( IBKL0000012), Ref. No. 143125709 on 17-11-2017, Head of Account 0030-03-104-001-16

**Payment of Stamp Duty**

Certified that required Stamp Duty payable for this document is Rs. 20,011/- and Stamp Duty paid by Stamp Rs 5,000/-,  
by online = Rs 15,011/-  
Description of Stamp

1. Stamp: Type: Impressed, Serial no 1771, Amount: Rs 5,000/-, Date of Purchase: 30/10/2017, Vendor name: S Banerjee

Description of Online Payment using Government Receipt Portal System (GRIPS), Finance Department, Govt. of WB  
Online on 17/11/2017 11:21AM with Govt. Ref. No: 192017180114628651 on 17-11-2017, Amount Rs: 15,011/-,  
Bank: IDBI Bank ( IBKL0000012), Ref. No. 143125709 on 17-11-2017, Head of Account 0030-02-103-003-02

*Tapas Dutta*

**Tapas Dutta**  
**DISTRICT SUB-REGISTRAR**  
**OFFICE OF THE D.S.R. HOWRAH**  
**Howrah, West Bengal**

(Tapas Dutta) 27-11-2017 15:58:33  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. HOWRAH  
West Bengal

(This document is digitally signed)

of Registration under section 60 and Rule 69.  
ed in Book - I  
e number 0501-2017, Page from 290687 to 290713  
g No 050110470 for the year 2017.



Digitally signed by TAPAS DUTTA  
Date: 2017.11.27 15:06:41 +05:30  
Reason: Digital Signing of Deed.

*Tapas Dutta*

(Tapas Dutta) 27-11-2017 15:06:32  
DISTRICT SUB-REGISTRAR  
OFFICE OF THE D.S.R. HOWRAH  
West Bengal.

(This document is digitally signed.)