

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

पश्चिमबङ्ग पश्चिम बंगाल WEST BENGAL

Y 891341

AGREEMENT

Shelly Garg

Neelam Mehta

Ramodvir...

GOLDEN CONSTRUCTORS

Hareem Srinivas

Partner

THIS AGREEMENT MADE THIS the 10th Day of June,
2019

NON JUDICIAL STAMP

No. 770 10.6.19

So Golden constructions

of..... s.l.g. -----

Value Rs. ----- 50/-

S.S.Roy
(Sudhangshu Saran Roy),
Govt. Stamp Vendor
L. No. 173/R.M.
Siliguri Court

BETWEEN

1. SMT. SHELLY AGARWAL alias Smt. Shelly Garg (I T PAN: AHRPA4412E) wife of Krishna Garg, **2. SMT. NEELU GOYAL** (I T PAN: (I.T.PAN: ALKPG7767P) wife of Sri Pawan Kumar Goyal, and **3. SRI PRAMOD KUMAR SINHAL**, (I T PAN: AJCPS8358N) son of Late Ram Kumar Sinhal all Hindu by religion, all business by occupation, all Indian by Nationality, No.1 residing at Green Valley, Upper Bhanunagar, P.S. Bhaktinagar, Siliguri, Dist. Darjeeling in the state of West Bengal, No.2 residing at M.R.Road, P.O. & P.S. Siliguri Dist. Darjeeling in the state of West Bengal No.3 residing at West Ashrampara, P.O. & P.S. Siliguri, Dist. Darjeeling in the state of West Bengal, hereinafter collectively called "**The Owners**" (which term or expression shall unless excluded by or otherwise repugnant to the subject or context be deemed to mean and include his/her/their heirs, successors, legal representatives, executors, administrators and assigns) of the **ONE PART**.

✓ Shelly Garg
✓ Neelu Goyal
✓ Pramod Kumar Sinhal
Partner
GOLDEN CONSTRUCTIONS
Gangadhar Sinhal

A N D

GOLDEN CONSTRUCTIONS (PAN : AAUFG1126F), a partnership firm, having its Office/Principal place of business at Kapil Centre, 1st Floor, Sevoke Road P.O. Sevoke Road, Siliguri, P.S. Bhaktinagar, Dist. Jalpaiguri in the State of West Bengal, represented by one of its Partners, SRI AJAY AGARWAL, Son of Late Gangadhar Agarwal resident of C/O Shantiwarehousing Corporation, 3rd Mile, Sevoke Road, Siliguri, P.O. Salugara-734008, P.S. Bhaktinagar, District- Jalpaiguri in the State of West Bengal, hereinafter referred to as "**The Developer**" (which term and expression shall unless excluded by or otherwise repugnant to the subject or context its partners, heirs, legal representatives, successors in office, executors, administrators, successors and assigns) of the **OTHER PART**

WHEREAS

A. The Owner parties jointly acquired all that piece & parcel of land measuring 18(Eighteen) Katha 8 (Eight) Chattacks in RS Plot No. 475(Four Seven Five), appertaining to RS Khatian No.387/1(Three Eight Seven by One), Sheet No.11(One One), J.L. No.2(Two), Mouza- Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Block, ADSRO & BLLRO-Rajganj, under Dabgram-II Gram Panchayet, District-Jalpaiguri by 2(Two) Separate Deeds of Conveyance being i)Deed No. 00078 for the year 2011 registered at the office of ADSR, Rajganj, District- Jalpaiguri recorded in Book No. I, CD Volume No. 1, Pages 1099 to 1119 registered on 05.01.2011 and ii) Deed No. 08682 for the year 2012 registered at the office of ADSR, Rajganj, District- Jalpaiguri recorded in Book No. I, CD Volume No. 25, Pages 2284 to 2305 registered on 07.11.2012

B. Being owner of the said land measuring 18 Katha 8 Chattak in the manner aforesaid, the Owners are having absolute right, title & interest therein and are enjoying and possessing the said land in their actual and khas possession by paying Khajana to the Govt. of West Bengal regularly without any claim whatsoever from any person/party whomsoever. The individual undivided share of the member of owner parties in the said land has been mutated in the name of respective owners in the records of BLLRO Rajganj as per LR-ROR and following 3(three) LR Khatians have been prepared in the name of the owner parties:-

Name of the Owner	LR No.	Khatian	LR No.	Plot	Area(Acres)
Smt. Shelly Agarwal alias Smt. Shelly Garg	302		83		0.0826
			86		0.0167
					0.0993
Smt. Neelu Goyal	304		83		0.0827
			86		0.0166
					0.0993
Sri Pramod Kumar Sinhal	303		83		0.0827
			86		0.0166
					0.0993
TOTAL Land					0.2979

Shelly Garg
Neelu Goyal
Pramod Kumar Sinhal
GOLDEN CONSTRUCTIONS
Gaurav Sinhal
Partner

The owner parties hereof have also got the classification of their respective share in land from "Danga" to Bastu Commercial" vide Memo No. 1345/BLLRO®/18 dated 21.08.2018.

The Plot of land owned & possessed by the Owners hereof, is more fully described in Schedule hereto and referred to as "Scheduled land" hereinafter.

B. Each the parties hereby declare that the land owned by each of the parties is free from all encumbrances, charges, liens, lispens, attachments, trusts whatsoever or howsoever.

C. The Owners have agreed to grant an exclusive right of development of his Scheduled land in favour of the Developer for the consideration and on the terms and conditions stated hereinafter. However, the Developer shall be at liberty to appoint Contractors, if required, for the development of the premises.

D. The Developer shall cause to prepare a building plan to construct Multistoried Residential complex on the Scheduled Land and shall get the plan approved from Appropriate Authority after obtaining the necessary LUCC from appropriate Authority at its own cost.

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

ARTICLE I - DEFINITIONS

In this Agreement, unless otherwise specifically mentioned:-

1.1 The Owners shall mean the said **SMT. SHELLY AGARWAL** alias **Smt. Shelly Garg**, **SMT.NEELU GOYAL** and **SRI PRAMOD KUMAR SINHAL**. The aforesaid Owners not only as owner but also as having whatsoever right, title or interest that they have or shall have as executor, Legatee, Trustee, Beneficiary or otherwise in respect of the Scheduled Land and also their heirs, successors, legal representatives, administratives, executors and assigns.

✓ Shelly Garg
✓ Neelu Goyal
Pranod Kumar Sinhal
GOLDEN CONSTRUCTIONS
Pranod Kumar Sinhal
Partner

1.2 Developer shall mean the said **GOLDEN CONSTRUCTIONS**, and their partners, successor/successor in office, executors and administrators and assigns at all material times.

1.3 Building(s) shall mean the building to be constructed on the Scheduled Land with the maximum Floor Area Ratio (FAR) available or permissible under the Rules and Regulations of the Appropriate Authority/Local body or Development Authority for the time being prevailing as per the plan or plans sanctioned by the said authorities.

1.4 Unit shall mean the constructed area and/or spaces in the Residential complex intended to be built and/or constructed capable of being occupied and enjoyed separately as a distinct entity at the Residential complex or buildings to be constructed on the said land.

1.5 Super built-up area shall mean the total constructed area which will include common pathway, staircases, passageways, water tanks, reservoirs, statutory vacant space together with the width of the walls and such other areas used for accommodating common services to the building to be constructed on the Scheduled Land.

1.6 Architect shall mean any person or other association of persons, whether incorporated or not, whom the Developer may appoint from time to time as the Architect of the building/s to be constructed on the said land.

1.7 The Plan shall mean the plan or plans, elevation, designs, drawings and specifications of the building or buildings as sanctioned by the Appropriate Authority/Local body or Development Authority including modification or variation thereof which may be made from time to time.

1.8 Saleable Area shall mean the space or spaces in the new Residential complex available for independent use and

✓ *Shelly Gang*
✓ *Neelam Koyal*
Prasad

GOLDEN CONSTRUCTIONS
Pranav
Sudhanshu
Partner

occupation after making due provisions of common facilities and the space required therefore.

1.09 The Owner's Allocation shall be:-

1. The owner parties collectively shall be entitled to be allocated 40%(Forty Percent) saleable area in the Residential building to be constructed on Scheduled Land. The said 40%(Forty Percent) saleable area as allocated to the owner shall be marked and delineated in a copy of building plan/building floor plan and the said copy of the plan shall be signed by both the parties and upon signing the said copy of building plan/building floor plan shall form part of these presents.

The owners allocation as stated above is the total consideration payable to the owners for permitting the Developer to develop the Scheduled Land and commercially exploiting the same.

1.10 Transfer within its grammatical variations and cognate expression shall include transfer by delivery of possession and by any other means adopted for effecting what is understood as a transfer of space in a multi-storied building to purchasers thereof although the same may not amount to a transfer in law.

1.11 Transferee shall mean a person, persons, Firm, Limited Company, Association of persons to whom any space and/or unit in the Residential complex to be constructed at the said premises has been transferred.

1.12 Words importing singular shall include plural and vice versa and shall include all the other genders, i.e.masculine, feminine and neutral genders.

ARTICLE II - COMMENCEMENT

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

Shelly Goyal
Neha Doyal
Partner
GOLDEN CONSTRUCTIONS
Partner
Rawan Sinhal

ARTICLE III - OWNERS' RIGHTS & REPRESENTATIONS

3.1 The Owners are absolutely seized and possessed or otherwise well and sufficiently entitled to all that the entirety of Schedule-1 Land .

3.2 Excepting the Owners, no other person or persons have any claim or interest and/or demand over and in respect of Scheduled Land.

3.3 The Land owned by the Owner is free from all encumbrances, lien, lispensens, attachments, trusts, acquisitions, requisitions whatsoever or howsoever.

3.4 There is no vacant land in the land owned by the owner within the meaning of the Urban land (Ceiling & Regulations) Act, 1976.

3.5 There is no bar, legal or otherwise, for the Owners to obtain any certificates, sanctions, consents or permissions that may be required for transferring the proportionate undivided share or interest in the land owned by him to the respective purchasers of Flats/units in the new building/s to be constructed on the aid land.

3.6 There is no subsisting agreement for sale and/or development of the land owned by the owner with any other party or parties.

ARTICLE IV - DEVELOPER'S RIGHTS

4.1 The Owner hereby grants, subject to the provisions contained herein, exclusive right to the Developer to build upon and to commercially exploit the Scheduled Land in accordance with the plan or plans sanctioned by the Appropriate Authority with or without any modification and/or amendment thereto made or caused to be made by the parties hereto.

Atulya Gang
Nadeh Yezal
Kunal

GOLDEN CONSTRUCTIONS
Govind Singh
Partner

4.2 All applications, plans and other papers and documents as may be required by the Developer for the purpose of obtaining necessary sanction from the appropriate authorities shall be prepared by the Developer at its own cost and shall be signed by the Owners themselves or (through duly authorised representative in that behalf) and submitted by the Developer at the Developer's own costs and expenses for sanction.

✓ Shetye Gang
✓ Madhu Chavhan
✓ [Signature]

ARTICLE V - CONSIDERATION

5.1 In consideration of the owners allowing the Developer to develop the said premises, the Developer shall allocate owner's area as mentioned in Clause No.1.09 under Article -I, Definitions hereinabove. It is hereby clarified that the Owners shall grant a right to develop the land in favour of the Developer by virtue of this agreement, the legal and beneficial possession of the land shall remain with the Owners which the Owners shall deliver to the Developer and/or its prospective customers to the extent of Developer's Allocation after completion of the proposed building

GOLDEN CONSTRUCTIONS
brahman S. [Signature]
Partner

ARTICLE VI - PROCEDURE

6.1 The Land Owner's shall grant a Power of Attorney in favour of Developer or any person nominated by the Developer above named for execution of Deed of conveyance , admit the execution thereof and present the same before any registering authority in respect of area falling under Developer's allocation. The Owners shall also execute a separate General Power of Attorney in favour of the Developer or any person nominated by the Developer for obtaining necessary permission and/or sanctions from different authorities such as Gram Panchayet, SJDA and all other Government and Semi government departments and authorities for Building Plan, LUCC ,Aviation , Pollution, Traffic in Gram Panchayat in connection with the development of the new building at the said premises and

also for pursuing and following up the matter with the Gram Panchayat/ Panchayet Samity/Siliguri Jalpaiguri Development Authority 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 or till the validity of this agreement.

ARTICLE VII - SPACE ALLOCATION

7.1 The Developer shall on completion of the new Residential complex, put the Owners in undisputed possession of the Owners' allocation together with all rights in common in the common portions and common facilities.

7.2 Subject as aforesaid, the common portion of the said Residential complex and open spaces including top roof of the building shall belong to the Owners and Developer in proportion to their sharing ratio of the constructed space of the entire building to be constructed on Scheduled Land.

7.3 The Owner shall be entitled to own, enjoy, possess, transfer or otherwise deal with the Owners' allocation in the new building/s at his will, subject to the conditions laid down elsewhere in this agreement.

7.4 The Developer shall subject to the provisions herein contained, be exclusively entitled to the Developer's Allocation in the new building/s with exclusive right to transfer or otherwise deal with or dispose of the same without any right, claim or interest whatsoever therein of the Owner and the Owner shall not in any way interfere with or disturb the quiet and peaceful possession of the Developer's Allocation.

7.5 The Land Owner shall execute the Deed(s) of Conveyance in respect of the proportionate undivided share or interest in the land belonging to him/them which is attributable to the Developer's Allocation/ portions in favour of the Developer or its nominee or nominees in such

✓ Shrey Gang
✓ Nadeh Ghosal
Ramesh ver

GOLDEN CONSTRUCTIONS
Gourav Sinha
Partner

part or parts as shall be required by the Developer from time to time.

ARTICLE VIII - BUILDING

8.1 The Developer shall at its own costs, construct erect and complete the Residential complex on the Scheduled land as described in schedule hereto in accordance with the plan with good and standard materials as may be specified by the Architects . The new building/s shall be a Residential complex and having elevation and features permissible under the rules and regulation applicable to the said premises as may be approved by the Local Body/Development Authority.

8.2 Subject as aforesaid, the decision of the Developer regarding the quality of the materials and the specification shall be final and binding upon the parties hereto.

8.3 The Developer shall install and erect in the said new building/s, at its own costs, pumps, tube-well, water storage tanks, and other facilities as are required to be provided in a Residential complex having self-contained units for sale of constructed areas therein on ownership basis and as mutually agreed to.

8.4 The Developer shall be authorised in the name of the Owners so far as is necessary, to apply for and obtain allocation of building/s materials allocable to the Owners for the construction for the building/s and to similarly apply for and obtain temporary and permanent connections of water, electricity power, drainage, sewerage to the new building/s and other inputs and facilities required for the construction and enjoyment of the Residential complex for which purpose the Owners shall execute in favour of the nominee of the Developer, Power(s) of Attorney and other authorities as shall be required by the Developer. All costs charges and expenses therefore shall be borne and met by the Developer.

GOLDEN CONSTRUCTIONS
✓ Shekhar Gang
✓ Neha Jeyal
Gaurav Sinhal Partner
Kunal

ARTICLE IX - COMMON FACILITIES

9.1 The Developer shall pay and bear all Local/Development Authority charges, Municipal Taxes, and other statutory outgoing as would be levied by the Government or any statutory authorities in respect of the said premises accruing as and from the date of handing over vacant possession by the Owners to the Developer, till the date of the Owners receiving the Owners' Allocation as stated herein in the new building/s and thereafter the Developer and/or it's nominee or transferees shall bear such taxes, fees, etc, in respect of the Developer's Allocation only.

9.2 The Developer shall complete the Construction of the proposed building within Such time as mentioned in these presents elsewhere and as soon as the Residential complex is/are completed, the Developer shall give notice to the Owners requiring the Owners to take possession of the Owners' Allocation in the building/s and after 15(Fifteen) days from the date of service of such a notice and at all times thereafter, the Owners shall be exclusively responsible for payment of all municipal and property taxes, rates, duties, dues and other public outgoing 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 Owners' Allocation, payable in respect of the said Owners' Allocation, the said Rates to be apportioned pro-rata with reference to the saleable space in the Residential complex if they are levied on the building/s as a whole.

9.3 The Owners and the Developer shall punctually and regularly pay for their respective allocations of the said Rates to the concerned authorities or otherwise as may be mutually agreed upon between the Owners 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

✓ *Sherry Gang*
✓ *Neelajoy*
Kunal

GOLDEN CONSTRUCTIONS
Gaurav Sinha
Partner

either of them as the case may be, consequent upon a default by the Owners or the Developer in this behalf.

9.4 As and from the date of service of notice of possession, the Owners 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/s which will be fixed and/or determined mutually from time to time for the common facilities in the new building/s payable in respect of the Owners' Allocation.

The said charges include proportionate share of 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/s 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 any additional maintenance or repair is required for the Owners' Allocation by virtue thereof, the Owners shall be exclusively liable to pay and bear the additional maintenance or repair charges, as the case may be.

9.5 Any transfer of any part of the Owners' Allocation in the new building/s 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 Owners' Transferees do not pay the said Rates and service charges for the common facilities. It is made clear that the Owners shall be responsible for payment of all municipal and property taxes and other outgoing and impositions in respect of the portions allocated to the Owners to the authorities concerned only.

9.6 The Owners shall not do any act deed or thing whereby the Developer shall be prevented from construction and

Shelly Gang
Nadeh Joyal
✓
✓
GOLDEN CONSTRUCTIONS
Gaurav Sihal
Partner

completion of the said Residential complex at the said premises.

ARTICLE X - COMMON RESTRICTIONS

10.1 The Owners' Allocation in the new building constructed on the Scheduled land shall be subject to the same restriction on transfer and use as are applicable to the Developer's Allocation in the Residential complex intended for the common benefits of all occupiers of the Residential complex which shall include the following.

10.2 The Owners/Developer shall not use or permit to use the Owners' Allocation/Developer's Allocation in the Residential complex or any portion thereof 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 Residential complex.

10.3 Neither party shall demolish or permit demolition of any wall or other structure in their respective allocations or any portion thereof or make any structural alteration therein without the previous consent of the other in writing in this behalf.

10.4 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/part 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 his possession.

10.5 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

Shreey Gang
Nadey Jeyal
Armed

GOLDEN CONSTRUCTIONS
Ganesh Srinivas
Partner

responsible for any deviation, violation and/or breach of any of the said Laws, Bye-Laws, Rules and Regulations.

10.6 The respective Allottees shall keep the interior and walls, sewers, drains, pipes and other fittings and fixtures and appurtenances and floor and ceiling etc, in each of their respective allocations in the residential complex in good working condition and repair and in particular so as not to cause any damage to the complex or any other space or accommodation therein and shall keep other occupiers of the complex indemnified from and against the consequences of any breach.

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

10.8 No goods or other items/materials shall be kept by the Owners or by the Developer for display or otherwise in the corridors or other places for the common use in the complex and no hindrance shall be caused in any manner in the free movement in the corridors and other places for common use in the new building/s and in case any such hindrance is caused, the Developer or the Owners, as the case may be, shall be entitled to remove the same at the risk and cost of the other.

10.9 Neither party shall throw or accumulate any dirt, rubbish waste or refuse or permit the same to be thrown or accumulated in or about the complex or in the compounds corridors or any other portion or portions of the new building/s.

ARTICLE XI - OWNER'S OBLIGATIONS

11.1 The Owners hereby agree and covenant with the Developer not to cause any interference or hindrance in the

✓ *Shobhi Gang*
✓ *Neelam Joyal*
Ramesh Kumar
GOLDEN CONSTRUCTIONS
Chaitanya Sinhal
Partner

construction of the new building at the said premises by the Developer.

11.2 The Owners hereby agree and covenant 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.

11.3 The Owners hereby agree and covenant with the Developer not to let out, mortgage, and/or charge the said premises or any portion thereof without the consent in writing of the Developer during the period of construction.

ARTICLE XII - DEVELOPER'S OBLIGATIONS

12.1 The Developer hereby agrees and covenants with the Owners to complete the construction of the new building/s at the said premises in terms of the sanctioned plan/s within Such time as be allowed by Alipuduar Municipality/any other authority .

12.2 The Developer hereby agrees and covenants with the Owners not to do any act deed or thing whereby the Owners are prevented from enjoying, selling, assigning and/or disposing of any of the Owners' Allocation in the Residential complex at the said premises, subject to the terms and conditions herein contained.

12.3 The Developer shall be solely responsible for any liability civil or criminal arising out of any accident/incident that may happen in course of construction of the proposed building and the owners will have no responsibility in this regard.

12.4 The Developer shall comply with all laws, Rules/Regulations of construction of the proposed building and the owner will not be liable for any violation of any law, Rules/regulation by the Developer.

✓ *Shreey Gaig*
✓ *Neel Koyal*
✓ *Partner*
GOLDEN CONSTRUCTIONS
Praveen Sinhal

12.5 The Developer shall complete the construction of the building within 3(Three) years from the date of commencement of actual construction work or within the time allowed by Building plan sanctioning authority whichever is earlier. In case of delay in completion of construction of building beyond 3(Three) years and consequential delay in handing over of the owners allocation by the Developers, the Developer shall pay compensation to the owners equivalent to rent attributable to space falling under owner's allocation.

✓ Anshu Garg
✓ Nishi Deyal
Handwritten signature

12.6 In case of delay of payment by the developer beyond the appointed/stipulated date of payment, the Developer shall pay simple interest @ 12% p.a. for the period of delay to the owner.

GOLDEN CONSTRUCTIONS
Gurpreet Singh
Partner

ARTICLE XIII - OWNERS' INDEMNITY

13.1 The Owners hereby undertake 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.

13.2 The Owners hereby undertake to keep the Developer indemnified against all third party claims and actions against the said premises in respect of the Owners' allocation and Developer's Allocation at the said premises.

ARTICLE XIV - DEVELOPER'S INDEMNITY

14.1 The Developer hereby undertake to keep the Owners indemnified against all third party claims and actions arising out of any sort of act or commission of the Developer in or relating to or arising out of the construction of the said building/s at the said premises.

14.2 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 premises.

ARTICLE XV - MISCELLANEOUS

15.1 The Owners and the Developer have entered into this Agreement purely as a contract and nothing contained herein shall be deemed to construe as a Partnership between the Developer and the Owners or as a joint venture between the parties hereto in any manner nor shall the parties hereto constitute as an Association of Persons.

15.2 It is understood that from time to time to facilitate the construction of the new building/s at the said premises 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 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

Owners also undertake 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.

15.3 The Developer shall at the time of his choice frame Scheme for the management and administration of the said building at the said premises and/or common part thereof. The Developer and the Owners hereby agree to abide by all the Rules and Regulations of such Management/Society/Association/ Holding Organization and hereby give their consent to abide by the same.

Shelly Gay ✓
Neelajoyal ✓
Kumod ... ✓
GOLDEN CONSTRUCTIONS
Bhawar Singh
Partner

15.4 As and from the date of completion of the new building, the Developer and/or its transferees and the Owner and/or his transferees shall each be liable to pay and bear proportionate charges on account of all taxes payable in respect of their allocations.

15.5 The Developer shall decide the name of the new building in consultation with the Owner.

Shekely Gang
Neelajyoti
Prasad

ARTICLE XVI - FORCE MAJURE

16.1 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.

16.2 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.

GOLDEN CONSTRUCTIONS
Gaurav Sinhal
Partner

ARTICLE XVII - ARBITRATION

17 In case if any dispute, difference or question arising between the parties hereto with regards to this Agreement, the same shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 and/or any other statutory modification and/or enactment relating thereto.

ARTICLE XVIII - JURISDICTION

18 Courts 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.

THE SCHEDULES ABOVE REFERRED TO DESCRIPTION OF THE LAND BELONGING TO OWNERS HEREOF

All that piece & parcel of land measuring 18(Eighteen) Katha 8 (Eight) Chattacks in RS Plot No. 475(Four Seven Five), Corresponding LR Plot Nos. 83 & 86,appertaining to RS Khatian No.387/1(Three Eight Seven by One) Corresponding LR Khatian Nos. 302, 303 & 304, Sheet No.11(One One), J.L. No.2(Two), Mouza- Dabgram, Pargana-Baikunthapur, P.S. Bhaktinagar, Block, ADSRO & BLRO-Rajganj, under Dabgram-II Gram Panchayet, District-Jalpaiguri

The Plot of Land is bound and butted as follows:-

By North: 20 Feet wide Kutcha Road

By South: House of Tapas Das & Another

By East: 8 Feet wide Kutcha Road.

By West: Land & House of Manjari Paul

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribe their respective hands and seals to these presents on the day month and year first above written.

WITNESS:-

1. T. K. Das
Tripurari Kumar Das
S/O Rajendra Lal Das
Ujanu Shib Nagar.
P.O. & P.S. Pradhan Nagar-734003.
Siliguri. Dist. Darjeeling.

2. Paban Kumar Sharma
Paban Kumar Sharma
S/O Niranjan Lal Sharma
Milanpally. Siliguri

1. ✓ Sherry Garg

2. ✓ Naku Goyal

3. Prad Kumar

OWNERS/FIRST PARTY

GOLDEN CONSTRUCTIONS

Bhawar Sinhal

Partner

DEVELOPER/SECOND PARTY

Drafted & Read over by

me and typed in my

Chamber. Himadri Mohan

Himadri Mohan

Enrol No. F/1040/11

Advocate, Siliguri