

Sl. No. 3291/2023.

I - 3215/2023



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

2/3030475/H 999602
2023

Chyanguan
24.35
11.12.23

MR. DEVELOPERS
Badeha Saha
Partner

Seqavubh.1m

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT IS MADE ON THIS 11th DAY
OF DECEMBER, TWO THOUSAND TWENTY THREE

BETWEEN

CERTIFIED THAT THE DOCUMENT IS ADMITTED
TO REGISTRATION THE SIGNATURE SHEET AND
THE ENDORSEMENT SHEETS ATTACHED TO THIS
DOCUMENT ARE THE PART OF THIS DOCUMENT

Contd.....P/2

Chyanguan
ADDL DIST REGISTRAR
SILIGURI
11/12/2023

[Signature]

M.P. DEVELOPERS

Pradipta Saha
Partner

Sagar Sambhaba Sarkar

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THIS INDENTURE IS MADE ON THIS 11th DAY OF DECEMBER, TWO THOUSAND TWENTY THREE

B E T W E E N

"M.P. DEVELOPERS", a Partnership Firm, having its office of A.P.C. Sarani, Siliguri, Ward No. 30 of S.M.C., P.O. Siliguri Town, P.S. Siliguri, Pin No. 734004, District Darjeeling, West Bengal, represented by one of its partner namely **SRI PRADIPTA SAHA**, Son of Sri Prosenjit Saha, Hindu by Religion, Indian by Nationality, Business by Occupation, resident at A.P.C. Sarani, Siliguri, P.O. & P.S. Siliguri, Pin No. 734004, District Darjeeling (W.B.) - hereinafter called the **DEVELOPER/FIRST PARTY** (which expression shall mean and include unless excluded by or repugnant to its representatives, executors, partners, administrators and assigns) of the **ONE PART.**

A N D

SRI SAGAR SAMBHABA SARKAR, Son of Late Samir Kumar Sarkar, Hindu by Religion, Indian by Nationality, Business by Occupation, resident of B-I/186 Kalyani, P.O. & P.S. Kalyani, Pin No. 741235, District Nadia (W.B.) - hereinafter called the **OWNER/SECOND PARTY** (which expression shall mean and include unless excluded by or repugnant to the context his heirs, successors, legal representatives, executors, administrators and assigns) of the **SECOND PART.**

WHEREAS one Sri Kshitish Mohan Sarkar, Son of Late Madhusudan Sarkar, was the absolute recorded owner of Land measuring 15 Kathas, recorded in R.S. Khatian No. 2542, appertaining to R.S. Plot No. 11693, Situated within Mouza Siliguri, J.L. No. 110(88), Pargana Baikunthapur, Within the jurisdiction of P.S. Siliguri, District Darjeeling, and the record was published during the Revisional Settlement Survey held by the Government of West Bengal on the year of 1958, since then in his khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS being owner in such possession said Kshitish Mohan Sarkar, Son of Late Madhusudan Sarkar, died on 07.11.1959 and his wife namely Smt. Shantilata Sarkar also died on 25.04.1973 intestate leaving behind him, his two son namely (1) Sri Samir Kumar Sarkar, (2) Sri Sunil Kumar Sarkar, and a daughter namely (3) Miss Subrata Sarkar, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the above named legal heirs became the joint owners of aforesaid Land measuring 15 Kathas, each having 1/3rd share of the said property, since

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Madhura Saha

Partner

Sagar Kumar Sarkar

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then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

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WHEREAS being owner in such possession said Sunil Kumar Sarkar, died intestate on 02.10.1989 having no issue leaving behind him, his wife namely Smt. Sipra Sarkar, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the above named legal heirs became the joint owners of aforesaid Land measuring 15 Kathas, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS being owner in such possession said (1) Sri Samir Kumar Sarkar, Son of Late Kshitish Mohan Sarkar, (2) Miss Subrata Sarkar, Daughter of Late Kshitish Mohan Sarkar, (3) Smt. Sipra Sarkar, Wife of Late Sunil Kumar Sarkar, jointly sold and transferred their Land measuring 9 Kathas out of their total landed property to and in favour of Ankita Enterprise, by virtue of a registered Deed of Sale being No. I-2120 for the year of 2006 registered at the Additional district Sub-Registrar Siliguri Dated 16.05.2006, by keeping balance of land measuring 6 Kathas in their khas actual physical possession therein.

A N D

WHEREAS being owner in such possession said Samir Kumar Sarkar, Son of Late Kshitish Mohan Sarkar, died on 02.05.2009 intestate leaving behind him, his wife namely (1) Smt. Madhuri Sarkar, and two son namely (2) Sri Sagar Sambhaba Sarkar, (3) Sri Himadri Sambhaba Sarkar, as his only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the above named legal heirs became the joint owners of aforesaid Landed property left by deceased Samir Kumar Sarkar, each having 1/3rd share of the said property, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

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WHEREAS being owner in such possession said Miss Subrata Sarkar, Daughter of Late Kshitish Mohan Sarkar, died on 02.08.2019 in unmarried condition leaving behind (1) Smt. Madhuri Sarkar, Wife of Late Samir Kumar Sarkar, (2) Sri Sagar Sambhaba Sarkar, (3) Sri Himadri Sambhaba Sarkar, both are son of Late Samir Kumar Sarkar, (4) Smt. Sipra Sarkar, Wife of Late Sunil Kumar Sarkar, as

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her only Legal heirs and successors as per provision of Hindu Succession Act, 1956. Accordingly by virtue of inheritance the above named legal heirs became the joint owners of aforesaid Landed property left by deceased Miss Subrata Sarkar, each having $1/3^{\text{rd}}$ share of the said property, since then in their khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS in such manner said (1) Smt. Madhuri Sarkar, Wife of Late Samir Kumar Sarkar, (2) Sri Sagar Sambhaba Sarkar, (3) Sri Himadri Sambhaba Sarkar, both are son of Late Samir Kumar Sarkar, became the absolute owner of Land measuring 3 Katha and Smt. Sipra Sarkar, Wife of Late Sunil Kumar Sarkar became the absolute owner of Land measuring 3 Katha, together with Old Structure standing thereon.

A N D

WHEREAS being owner in such possession said (1) Smt. Madhuri Sarkar, Wife of Late Samir Kumar Sarkar, (2) Sri Himadri Sambhaba Sarkar, Son of Late Samir Kumar Sarkar, (3) Smt. Sipra Sarkar, Wife of Late Sunil Kumar Sarkar, transferred their total share of Land measuring 5 Katha, recorded in R.S. Khatian No. 2542, appertaining to R.S. Plot No. 11693, Situated within Mouza Siliguri, J.L. No. 110(88), Touzi No. 3 (Ja), Pargana Baikunthapur, Under Siliguri Municipal Corporation Area Ward No. 30, Within the jurisdiction of P.S. Siliguri, District Darjeeling, to and in favour of their other co-sharer cum the present land owner namely Sri Sagar Sambhaba Sarkar, Son of Late Samir Kumar Sarkar, by virtue of a registered Deed of Gift being No. I-8712 for the year of 2023 recorded in Book No. I Volume No. 1902 Pages from 278080 to 278101 and the same was registered at the office of the Additional Registrar of Assurance II at Kolkata, and in the same deed said Sri Himadri Sambhaba Sarkar, Son of Late Samir Kumar Sarkar, was represented by and through his constituted attorney namely Smt. Rupa Sarkar, Wife of Sri Sagar Sambhaba Sarkar, by virtue of a General Power of Attorney authenticated before the Notary Public at Bothell, Washington, United States.

A N D

WHEREAS by virtue of inheritance and said gift deed the present land owner namely Sri Sagar Sambhaba Sarkar, Son of Late Samir Kumar Sarkar, became the absolute owner of total Land measuring 6 Katha, recorded in R.S. Khatian No. 2542, appertaining to R.S. Plot No. 11693, Situated within Mouza Siliguri, J.L. No. 110(88), Touzi No. 3 (Ja), Pargana Baikunthapur, Under Siliguri Municipal

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Corporation Area Ward No. 30, Within the jurisdiction of P.S. Siliguri, District Darjeeling, since then in his khas actual and physical possession having permanent, heritable and transferable right, title and interest therein.

A N D

WHEREAS the Second Party hereof desirous to construct the said Multi-Storied Residential Building over their said Land measuring 6 Katha, fully described in the Schedule "A" below.

A N D

WHEREAS now in order to develop the Land measuring 6 Katha by way of constructing a Multi-Storied Residential Building therein, the Second Party hereof took a decision to that effect, but even after taking such decision for constructing the building, the Second Party have also realized about their paucity of fund, skill and expertise knowledge to construct the aforesaid building on the land. As such the Second Party was in search of a Developer for the development of the "A" Schedule land.

A N D

WHEREAS the First Party hereof, who are running their business of land development and construction within the Siliguri and its vicinity, after knowing the aforesaid intention of the Second Party/Land owner, had approached them to deliver the actual and physical possession of the said Land measuring 6 Katha, more fully described in the schedule "A" herein below unto their favour to develop the same as per sanction plan, on the land with its expertise knowledge, skill and performance and to that extent both the parties to overcome all sorts of future complications and misunderstanding have seceded to reduced into writing all their mutually agreed terms and condition upon which they have arrived at in a written format.

A N D

WHEREAS the Second Party further declares that the below scheduled land is not acquisitioned/requisitioned either by the Central Government or State Government and no part of the same are under alignment or have been vested in the Government and title of the property is remains free from all encumbrances and the Landlord/Second Party have good marketable and indefeasible title to the same.

AND WHEREAS to avoid all ambiguity regarding the measuring of certain words and phrases used in the presents, are define as follows:-

- i. "Building" Shall mean the R.C.C./ Brick Built, having a Multi-Storied Residential Building to be constructed on the below "A" schedule plot of land, owned by the Second Party, according to the drawing, plans/ specifications to be sanctioned by the Siliguri Municipal Corporation and/or any other authority and constructed in conformity therewith.
- ii. "Architect/Engineer" shall mean person of firm appointed or nominated by the land-developer as Architect/Engineer for the supervising of the construction of the Multi-Storied Residential Building.
- iii. "Building Plan" shall mean drawing plan and specification for the construction of the building on the plot of land described in below "A" schedule land, already sanctioned by the Siliguri Municipal Corporation and/or renewal of the same, caused to be made by the Siliguri Municipal Corporation and other authority.
- iv. "Common area and facilities" shall mean items mentioned in Section 3(D) of the West Bengal Apartment Ownership Act, 1972. "Common expenses" shall mean the proportionate share of all grounds rent. Property maintenance charges and dues and outgoing paid by the Second Party and other purchasers/owners of the other constructed area of the buildings. All other common expenses within the meaning of the West Bengal Apartment Ownership Act, 1972 in respect of their flats/apartments and garage, as may be determined jointly by the owner and the other purchasers of the building.
- v. "Transferee/Purchaser" shall mean purchasers to whom any flat/apartment and garage in the building any be transferred or sold for consideration.
- vi. "The said plot of land" shall mean all that piece or parcel of land particularly mentioned in the Schedule "A" below.

NOW THE AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES UNDER THE TERMS AND FOLLOWS:-

1. That the Second Party wills all responsibility and assertion hereby declares that the piece of land, described in the schedule "A" below is free from all liens, charges and encumbrances whatsoever and its title is saleable and marketable one.

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Partner

Sagarwansh Salga

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2. That as per mutual settlement in between the parties herein below arrived at the Second Party shall allow the First Party/Developer to construct Multi-Storied Residential Building, according to the sanction plan, on the below "A" schedule plot of land, now owned by the Second Party and for the purpose of construction, the Second Party shall hand over the actual, khas and physical possession of the below "A" schedule land to the first party immediately, after execution of this indenture and building shall be carried out at the cost, design and architectural performance of the first party only. That if the owner should hand over the actual, khas and physical possession of the below "A" schedule land to the first party within 45 (Forty Five) Days from the date of execution of this indenture.
3. That it was further agreed upon that after sanction of the plan, covering schedule "A" land, as above noted, the first party shall complete the project within the period of 30 (Thirty) Months from the date of approval of building plan.
4. That before starting the construction of the below scheduled land, the Second Party shall also clear all pending municipal taxes, ground rent etc. in respect of the below "A" schedule property. After execution of this agreement and during the continuance of the construction of the proposed Multi-Storied Residential Building, if the Government, Semi-government institution or any private individual initiate/file any suit in respect of any dispute or matter concerning the below "A" schedule land and/or for any acts of god, and also due to non availability of raw materials required for constructions of the building, and if the constructions get delayed, in that event the period of such delay shall be excluded for completion of such constructions.
5. The First party shall have every liberty to handover the different constructed area from Developer's allocation to different intending purchaser(s) against valuable consideration and the Second Party shall be bound to execute proper sale deed to and in favour of those intending buyers, as per the choice of the first party/developer and the said Second Party shall not claim any constructed portion or any profit, arising out of sale consideration from the said Developer's allocation. It is further noted that if any intending buyers intendeds to have registered its Deed of Agreement for purchasing any constructed area of the building, out of the Developer's allocation, then also the Second Party shall be bound to execute proper indenture and shall place the same for its due registration to the concern registering authority.

6. That it is be noted that with the execution of this deed of agreement, the Second Party shall also execute a Development Power of Attorney in favour of the First Party/Developer and the same would be binding and shall be in effect for constructing the present "A" schedule land, as well as vesting right to transfer to the different intending Buyer(s) **OF THE AREA, MEANT FOR AND OUT OF THE "C" SCHEDULE ALLOCATION** i.e. the developer's area within the meaning of the Transfer of Properties Act, 1862. By the said Development Power of Attorney, the Second Party shall also empower the First Party to negotiate with the intending purchaser to sell and to sell, as aforesaid of different constructed area of the building from those intending purchaser(s) by acknowledgement thereof. That after completion of construction work if the owner sells his allocated flat/s or unit/s to any intending buyer/s then those intending buyer/s shall not hamper the building structure in any manner.
7. That during continuance of the construction, the Second Party shall not assign or transfer the construction-project, either wholly or in part to any developer, contractors or person without the consent of the First Party.
8. That for the purpose of the smooth construction, the First Party shall have every liberty to have water, electricity or other amenities from the appropriate authority, provided that the First Party shall be responsible for the consumption charges of the facilities or amenities.
9. That the owner shall obtain electric connection from the W.B.S.E.D.C.L. in his names for Owner's allocations at his own costs. That from the date of handing over of owner's allocation the owner shall pay electricity bill Rs.12/per unit to the developer until he is not taking his separate electric connection.
10. That during the period of construction if the developer needs any financial assistance then the developer may approach any schedule bank or financial institutions and the owner will cooperate for the same.
11. It is clearly understood and agreed by and between the Owner and the Developer that if any act, deed or thing is required to be done or undertaking at any time hereafter for complying with the provisions of The Real Estate (Regulation and Development) Act, 2016 or any more act implemented by the Government, it shall be jointly responsibility of the Owners and Developer to observe, fulfill, perform and carry out the duties, responsibilities and obligations cast upon them by the said Act and Rules framed thereunder from time to time and for such purpose the Owner and

the Developer shall co-operate with each other at all materials times hereafter.

12. That the every intending buyer/s shall contribute and/or be liable to pay such amount or amounts as may be fixed or determined by any legal Association, Body or Society so formed by the each and every intending buyer/s of the said building towards the payment for maintenance and repairing of common facilities of the said buildings and/or for common services to be provided in the said building and shall abide by all the rules and regulations to be framed by the said Association, Body or Society. That the intending buyer/s shall not injure, harm or cause damage to any part of the building including the common areas and facilities by making or causing any sort of alteration or withdrawal or any support or causing any construction, addition or deletion thereto or therein or otherwise in any manner whatsoever and they shall not change the elevation design, outside colour of the said building. Further the owner shall not raise any objection if the front side garage of the proposed building used for any commercial purpose by any intending buyer/s in respect of developer's allocated area/s.
13. It is further agreed by the Owners that any reduction of the area comprising the Owner's Allocation in complying with the allotment as per the provisions of The Real Estate (Regulation and Development) Act, 2016 or any more act implemented by the Government, such reduction shall be effected out of the Owner's Allocation mentioned herein and the Owner shall agree to such reduction without raising any objection in respect thereof.
14. That for the smooth construction, the First Party shall have every liberty to appoint engineer, architect or supervisor for the constructional works of the land at its cost.
15. That the parties hereof have entered into this agreement purely on principal to principal and nothing stated herein shall be deemed to be constructed as the joint venture or partnership of the parties.
16. That it is specifically mentioned here that soon with the execution of this agreement, the Second Party co-operate the First Party for the smooth construction of the building, for approval of the sanction plan by executing all necessary papers to that respect, as would be time to time required said Multi-Storied Residential Building along with proportionate undivided share in the land measuring, described in Schedule - "A" above. That soon after execution of this agreement the owner shall hand over all the original

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deeds and other documents related to this land to and in favour of the developer.

17. That in case of death of any of the parties to this Agreement, the terms and conditions of this Agreement shall not be changed or any addition, modification or deletion as provided by law. The legal heirs of the second party will be bound to execute the General Power of Attorney in favour of the Developer in respect of Developer's Allocation after death any of the second party.
16. That if the First party fails to complete the construction of the said building within the stipulated period due to breach of contract of the Agreement by the Second parties, due to sufficient reasons including natural calamity, restraint by the Court Order, Stoppage of the supply of the building materials by the Suppliers or by other sufficient reasons. The Second party shall extend the time for construction as per requirement of the First party. That the Developer will provide the completion certificate to the Land Owner whenever Municipal Corporation issues the same.
17. In case if any dispute between the parties hereto, recourse shall first and always be taken to mutual amicable discussion & conciliation, failing which reference or question arising out of the unresolved dispute 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.
18. Courts in the District of Darjeeling shall only have the jurisdiction to entertain, try and determine all actions, suits and proceedings arising out of these presents between the parties hereto.

**(OWNERS/SECOND PARTY ALLOCATION AND
DEVELOPERS/FIRST PARTY ALLOCATION)**

19.1. **OWNER'S ALLOCATION** : shall mean one 3BHK Flat at First Floor (South-East Portion) i.e. 50% of the First Floor more or less, another 3BHK Flat at the Second Floor (North-East portion) i.e. 50% of the Second Floor more or less and 50% of the Ground Floor of the Multi-Storied Residential Building (East-West) to be constructed on the schedule "A" herein below.

That it is agreed between the parties that the First Party/Developer paid a sum of Rs. 41,00,000/- (Rupees Forty One Lakh) only to the Second Party/Owners for constructing the schedule "A" herein below.

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Pradip Saha
Partner

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- 20.4 The Land Owner agrees not to revoke the power of attorney granted by the Land Owner for the purpose and as herein contained during the subsistence of this agreement not prejudicial to the original contains of the agreement.

ARTICLE I - COMMON FACILITIES

- 21.1 The Developer shall pay and bear Municipal taxes, insurance premium and other statutory outgoing as would be levied by the Government or any statutory authority in respect of the said complex and thereafter the developer and / or its nominee(s) or transferees shall bear such taxes, fees, etc in respect of the developers allocation only.
- 21.2 The Owner and the Developer shall punctually and regularly pay for their Taxes 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 Owner or the Developer in this behalf.

ARTICLE II - COMMON RESTRICTIONS

- 22.1 The owner / developer shall not use or permit to use the any area in within the building 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 occupier's of the proposed building.
- 22.2 The parties shall abide by all laws, bye-laws, rules and regulations of the Government, local bodies 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.

ARTICLE III - OWNER'S OBLIBATIONS

- 23.1 The owner hereby agree and covenants with the Developer not to cause any interference or hindrance in the construction of the new building at the said premises by the Developer.
- 23.2 The owner hereby agree and covenants with the developer not to do any act or deed or thing whereby the developer may be prevented from executing Agreement to Sell, accept advance or part payment, execute Deed of Sale/conveyance in the complex.

- 23.3 The owner hereby agree and covenants 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.
- 23.4 The owner agreed that all the original title deeds, documents, khatians, holding tax receipts, khazana receipts and all other documents of the land forming subject matter of these presents.

ARTICLE IV - DEVELOPER'S OBLIGATIONS

- 24.1 The developer shall construct such maximum area as can be constructed on the said land permissible under the building rules and regulations and bye-laws of appropriate authority in conformity with the sanctioned plan as aforesaid.
- 24.2 That cost of preparation and execution of all documentation / agreement(s), plan(s) in connection with construction of the building(s) along with legal and registration cost shall be borne by the developer.
- 24.3 That the developer shall construct the Multi-Storied Residential Building in good order and shall use standard quality of materials as may be specified by the Architect from time to time and such recommendation of the Architect shall be acceptable to the parties hereto. That the developer shall install a lift at the proposed Multi-storied Building at their own costs.
- 24.4 That the developer shall be solely liable and responsible to look after, supervise, manage and administer the progress and day to day work of construction of the proposed Multi-Storied Residential Building.
- 24.5 That the developer shall solely be liable and responsible to settle all issues, disputes related to construction of buildings at its own cost. All the construction hazards including the workmen issues shall be settled by the Developer party at its own cost & expenses and in compliance with/ adherence to the extent law in regard to such matters.
- 24.6 The Developer shall obtain all statutory and mandatory licenses, registrations, sanctions, permissions, consent- etc. from the appropriate authority as applicable from time to time.
- 24.7 The Developer shall get itself registered under The Real Estate (Regulation and Development) Act, 2016 and/ or The West Bengal Housing Industry Regulation Act, 2017, as the case may be as and when the provisions of the said become applicable to the Developer.

- 24.8 The Developer shall abide by and comply with all Labour Laws in relation to employment and manpower, directly or indirectly, for construction of the building; all laws including bye-laws, rules & regulations, whether statutory, mandatory or local regarding construction of building on the owner's land and owner shall have no liability or responsibility whatsoever in this regard.
- 24.9 The Developer shall complete in all respects the construction of the building within the period of 30 (Thirty) Months from the date of approval of building plan. Provided that, in exceptional circumstances or the circumstances beyond the human control or nature of acts or pandemic and consequential lock downs etc. the said time period for completion of construction shall be extended. The essence is of completion of the proposed building properly.

ARTICLE V - OWNER'S INDEMNITY

- 25.1 The owner hereby undertakes, assures and indemnify the developer that the owners shall not disturb or cause unnecessary interferences and shall render all its cooperation and assistances as and when required by the developer.
- 25.2 The owner hereby undertakes to keep the developer indemnified against all third party 'claims and' actions against the land mentioned in Schedule A.
- 25.3 The owner shall take responsibility and shall sort out any kind of land disputes in respects of title and position arises in future with his own cost. The developer has nothing to do in these presents.

ARTICLE VI - DEVELOPER'S INDEMNITY

26. The developer hereby undertakes to keep the owners indemnified against all third party claims and actions arising out of any act of commission or omission or violation on the part of the developer arising out of or in connection with the construction of the said building on the Scheduled land.

ARBITRATION

- 27.1 **DISPUTES TO BE SETTLED BY ARBITRATION:** any dispute, controversy or claims between the First Party/Developer and the Second Party/Land Owner arising out of relating to this Agreement of the breach, termination or invalidity thereof, including claims for damages losses and etc. shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended up-to date.

- 27.2 **COMPOSITION OF THE TRIBUNAL:** The arbitral tribunal shall be composed of three arbitrators, one to be appointed by the Developer, one to be appointed by the Owner and a third arbitrator to be appointed by the above named 2(two) arbitrators.
- 27.3 **PLACE OF ARBITRATION:** The place of arbitration shall be Siliguri and any award made, whether interim or final, shall be deemed for all purposes between the Parties to be made in Siliguri.
- 27.4 **LANGUAGE AND APPLICABLE LAW:** The arbitral proceeding shall be conducted in the English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- 27.5 **AWARD FINAL AND BINDING:** The award of the arbitral tribunal shall be final and conclusive and binding upon the Parties and the Parties shall be entitled (but not obliged) to enforce the award. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.
- 27.6 **SUMMARY PROCEEDINGS AND INTERIM AWARDS :** The arbitrator shall have the right to proceed summarily and to make interim awards.

SCHEDULE - "A"
(DESCRIPTION OF LAND)

ALL THAT PIECE OR PARCEL of Bastu Vacant Land measuring 6 Katha, recorded in R.S. Khatian No. 2542, appertaining to R.S. Plot No. 11693, Situated within Mouza Siliguri, J.L. No. 110(88), Touzi No. 3 (Ja), Pargana Baikunthapur, Under Siliguri Municipal Corporation Area Ward No. 30, Road Zone – Deshbandhu Para, Registry office at Additional District Sub-Registrar Siliguri, Within the jurisdiction of P.S. Siliguri, District Darjeeling, in the state of West Bengal.

The said land is butted and bounded as follows:-

- North : Land of Pradip Mondal & Tapas Bose House;
South : Sunil Chaya Apartment;
East : 24.8 Ft. Wide S.M.C. Road known as A.P.C. Sarani;
West : 18 Ft. Wide S.M.C. Road known as Pankaj Ray Sarani.

SPECIFICATION OF THE FLATS

- i. All wall 5" thick brick wall with sand cement mortar.
- ii. Foundation: R. C. C. foundation with super structure.
- iii. Plastering: Outside and insider plaster with sand cement mortar.
A. Doors: Main Door (4" x 2½ ") will be made by Seasonal wood and shutter will be made by readymade Flash Door.
B. Other doors frame will be made by Seasonal wood (4" x 2½ ") and shutter will be made by readymade flash door (single leaf anti termite) and toilets door frame and shutter will be made by readymade good quality PVC.
- iv. Windows: Aluminum window with glass.
- v. Balcony: Half railing.
- vi. Flooring: All floors except toilet will be finished by 2 x 2 tiles with 4" skirting. And in toilets floor will be finished by Tiles/marble with 4" skirting.
- vii. Kitchen: Top of the gas slab will be finished by granite and above the gas oven slab up-to 4 fit height finished by 10" x 15" tiles and a steel sink, one bib cock and one aqua guard point.
- viii. Toilets: Two toilets will be provided in every flat and inside wall will be finished by tiles up-to 6' height, one white colour hindware commode and another one white colour Indian type pan, two bib cock, 1 shower and one cistern (sleek) in each toilet.
- ix. Plumbing: Inside water lines will be CPVC/UPVC pipe concealed and outside water lines will be surface with PVC pipe connected with common PVC water tank.
- x. Electric work: All electrical wiring including invertors points will be concealed with necessary Modular Switch (ISI Mark) and wire will be fitted (ISI Mark).
- xi. The owner shall have the right to use all common right, amenities, and facilities jointly with all other occupants including the developer's

allocated area of common water reservoir, over-head tank, water pump, stair cases, landing, pathway, drainage, septic tank, roof etc. as per sanction plan.

- xii. All extra work will be done at the cost the owner/Second Party/ies as per Architect instruction and the payment for such extra work shall be made by the Owner/Second Party/ies in advance.

IN WITNESS WHEREOF, the parties of this agreement enter into this agreement in terms of the provision, contained in Article 5 of Schedule 1A of the Indian Stamp Act, 1899 as amended by Art. 5(f) of the W. B, Finance Act 2012 (W.E.F. 01.04.2012) and the do hereby set and subscribe their hands on the day, month and year as mentioned above.

WITNESSES:-

1. Manoj Saha
Manik. en. Saha
Subhash Paul
Siliguri
Pin- 734001
Dis- DARJEELING

M.P. DEVELOPERS
Manoj Saha
Partner

Signature of the First Party/Developer.

Sagarabhab. Inw

Signature of the Second Party/Land Owner.

2.
Tushar Kanti Das
Late Ratan Kanti Das
Madhya Santi Nagar
Dis- JALPAIGURI

Drafted as per the instruction of the Executants, readover and explained to the parties by me and printed in my chamber:


(CHINMAY SARKAR)
Advocate, Siliguri
Enrolment No. WB/523/2003.

IDENTIFIER PHOTO SHEET

PHOTO



LEFT THUMB IMPRESSION



Mamir Sdra

Signature of Identifier

Major Information of the Deed

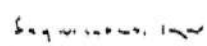
Deed No :	I-0402-03215/2023	Date of Registration	11/12/2023
Query No / Year	0402-2003030475/2023	Office where deed is registered	
Query Date	09/12/2023 11:17:59 PM	A.D.S.R. SILIGURI, District: Darjeeling	
Applicant Name, Address & Other Details	Chinmay Sarkar Siliguri, Thana : Siliguri, District : Darjeeling, WEST BENGAL, PIN - 734001, Mobile No. : 9563162008, Status : Advocate		
Transaction	Additional Transaction		
[0110] Sale, Development Agreement or Construction agreement	[4311] Other than Immovable Property, Receipt [Rs : 41,00,000/-]		
Set Forth value	Market Value		
	Rs. 1,13,39,997/-		
Stampduty Paid(SD)	Registration Fee Paid		
Rs. 20,001/- (Article:48(g))	Rs. 41,007/- (Article:E, B)		
Remarks	Received Rs. 50/- (FIFTY only) from the applicant for issuing the assement slip.(Urban area)		

Land Details :

District: Darjeeling, P.S:- Siliguri, Municipality: SILIGURI MC, Road: DESHBANDHU PARA, Road Zone : (Ward No.30 -- Ward No.30) , Mouza: Siliguri, , Ward No: 30 JI No: 88, Pin Code : 734004

Sch No	Plot Number	Khatian Number	Land Proposed	Use ROR	Area of Land	SetForth Value (In Rs.)	Market Value (In Rs.)	Other Details
L1	RS-11693	RS-2542	Bastu	Bastu	6 Katha		1,13,39,997/-	Width of Approach Road: 25 Ft., Adjacent to Metal Road, ,Last Reference Deed No :1902-I -08712-2023
Grand Total :					9.9Dec	0 /-	113,39,997 /-	

Land Lord Details :

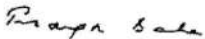
Sl No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
	Shri SAGAR SAMBHABA SARKAR (Presentant) Son of Late Samir Kumar Sarkar Executed by: Self, Date of Execution: 11/12/2023 , Admitted by: Self, Date of Admission: 11/12/2023 ,Place : Office		 Captured	
		11/12/2023	LTI 11/12/2023	11/12/2023

Kalyani, City:- Not Specified, P.O:- Kalyani, P.S:-Kalyani, District:-Nadia, West Bengal, India, PIN:- 741235 Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, PAN No.:: ATxxxxxx5C, Aadhaar No: 92xxxxxxxx8629, Status :Individual, Executed by: Self, Date of Execution: 11/12/2023
 , Admitted by: Self, Date of Admission: 11/12/2023 ,Place : Office

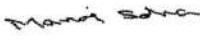
Developer Details :

SI No	Name,Address,Photo,Finger print and Signature
1	M.P. DEVELOPERS A.p.c. SARANI, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI TOWN, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004 , PAN No.:: abxxxxxx7h,Aadhaar No Not Provided by UIDAI, Status :Organization, Executed by: Representative

Representative Details :

SI No	Name,Address,Photo,Finger print and Signature			
1	Name	Photo	Finger Print	Signature
Shri PRADIPTA SAHA Son of Shri PROSENJIT SAHA Date of Execution - 11/12/2023, , Admitted by: Self, Date of Admission: 11/12/2023, Place of Admission of Execution: Office			 Captured	
Dec 11 2023 2:44PM		LTI 11/12/2023	11/12/2023	
A.P.C. SARANI, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734004, Sex: Male, By Caste: Hindu, Occupation: Business, Citizen of: India, , PAN No.:: AYxxxxxx8Q, Aadhaar No: 54xxxxxxxx8039 Status : Representative, Representative of : M.P. DEVELOPERS (as Partner)				

Identifier Details :

Name	Photo	Finger Print	Signature
Shri MANOJ SAHA Son of Shri MANIK CHANDRA SAHA DINABANDHU MITRA SARANI, SUBHASH PALLY, SILIGURI, City:- Siliguri Mc, P.O:- SILIGURI, P.S:-Siliguri, District:-Darjeeling, West Bengal, India, PIN:- 734001		 Captured	
	11/12/2023	11/12/2023	11/12/2023

Identifier Of Shri SAGAR SAMBHABA SARKAR, Shri PRADIPTA SAHA

Transfer of property for L1

SI.No	From	To. with area (Name-Area)
1	Shri SAGAR SAMBHABA SARKAR	M.P. DEVELOPERS-9.9 Dec

Certificate of Registration under section 60 and Rule 69.

Registered in Book - I

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being No 040203215 for the year 2023.



Syangden

Digitally signed by SANGHA RATNA SYANGDEN
Date: 2023.12.12 15:03:23 +05:30
Reason: Digital Signing of Deed.

**(Sangha Ratna Syangden) 12/12/2023
ADDITIONAL DISTRICT SUB-REGISTRAR
OFFICE OF THE A.D.S.R. SILIGURI
West Bengal.**